

# Lobus

## NFT Platform User Terms Of Service

Last Updated: 05/09/2022

### 1. INTRODUCTION

These Terms of Use (these “**Terms**”) govern your access to and use of certain products, services and properties made available by Lobus, Inc. (“**Lobus**,” “**we**,” “**us**” or “**our**”). (As used herein, the term “**you**” (including any variant) refers to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms.) Our products, services and properties include, without limitation, the creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile services, including the website through which these Terms are made available and software provided on or in connection with those services (collectively, the “**NFT Service**”). Certain features of the NFT Service may be subject to additional guidelines, terms, or rules (“**Supplemental Terms**”), which will be displayed in connection with such features. These Terms and all such Supplemental Terms, which are incorporated by reference, are collectively referred to as the “**Agreement**”. If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

LOBUS OFFERS A PLATFORM FOR ARTISTS, BUYERS AND SELLERS OF DIGITAL ASSETS AND ANY NON-DIGITAL PRODUCTS, SERVICES AND/OR BENEFITS TO BE FURNISHED BY OR ON BEHALF OF SELLERS IN CONNECTION WITH SUCH SALES. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICE IS AN ADMINISTRATIVE PLATFORM ONLY. LOBUS FACILITATES TRANSACTIONS BETWEEN THE BUYER AND SELLER BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OR OTHERWISE BETWEEN ANY USERS OF THE SERVICE EXCEPT WHERE LOBUS IS EXPRESSLY IDENTIFIED AS BUYER OR SELLER IN SUCH AGREEMENT OR TRANSACTION. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, IF YOU USE THE SERVICE TO MAKE A PURCHASE, THE SELLER SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF THIS AGREEMENT WITH RESPECT TO THE TOKEN(S) SOLD AND SELLER’S RIGHTS WITH RESPECT THERETO. LOBUS SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROCURE THAT BUYERS SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF LOBUS’ AGREEMENT(S) WITH SELLERS OF TOKENS FOR THE PURPOSE OF ENFORCING BUYERS’ RIGHTS WITH RESPECT THERETO. YOU AGREE THAT EXCEPT WHERE LOBUS IS THE SELLER OF SUCH TOKEN, LOBUS SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY SELLER OF A TOKEN IN RESPECT OF THE USE, MISUSE, PROVISION OR FAILURE TO PROVIDE ANY TOKEN.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF TOKENS YOU PURCHASE THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, LOBUS MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF TOKENS OFFERED FOR SALE ON OR THROUGH THE PLATFORM.

PLEASE READ SECTION 22 OF THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION.

**UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS.**

PLEASE BE AWARE THAT SECTION 7 OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

THIS AGREEMENT IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ CAREFULLY. BY CLICKING ON ANY “I ACCEPT” BUTTON, OFFERING TOKENS FOR SALE THROUGH THE SERVICE, PURCHASING OR OFFERING TO PURCHASE TOKENS THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN. If you do not agree to this Agreement, you may not access or use the NFT Service or purchase any Tokens.

Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you. By submitting data through the NFT Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.

Lobus reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the NFT Service or updating the “Last Updated” date at the beginning of this Agreement. By continuing to access or use the NFT Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review this Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the NFT Service. If you do not agree to the revised Terms, you may not access or use the NFT Service.

## **2. OUR SERVICES**

**(a)** The NFT Service is a software application made available by Lobus to enable users of the NFT Service (“**Users**”) to create or issue (“**Mint**”) and purchase unique non-fungible tokens (“**NFT(s)**”) and any non-digital products, services and/or benefits to be furnished by or on behalf of sellers in connect with such sales (collectively, “**Tokens**”), implemented on the Ethereum blockchain (the “**Blockchain Platform**”) using smart contracts. You may only participate in the Minting, purchase, or sale of any Token through use of an electronic wallet that allows you to purchase, store, and engage in transactions using cryptocurrency and NFTs (each, a “**Digital Wallet**”), as linked or connected to the site by means of supported bridge extensions, including without limitation through use of a Digital Wallet linked to your Account (as defined below). Once you submit an order to Mint or purchase a Token, your order is passed on to the applicable Digital Wallet, which completes the transaction on your behalf.

**(b)** The NFT Services may from time to time add additional features and functionalities that are available only to Members, as defined below (“**Member Privileges**”). Lobus may add or remove Member Privileges at any time, with or without notice to you, in each case in Lobus’ sole discretion. Supplemental Terms may govern your access to certain Member Privileges.

### 3. USER REPRESENTATIONS AND WARRANTIES

(a) You must be eighteen (18) years old to use the NFT Service. By using the NFT Service you agree to (i) provide accurate, current, and complete information about yourself, (ii) maintain and promptly update from time to time as necessary such information, (iii) maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to the NFT Service.

(b) You agree that you will not:

- buy, sell, rent, or lease access to the NFT Service without our written permission;
- log in or try to log in to access the NFT Service through unauthorized third party applications or clients.

(c) Lobus may require you to provide additional information and documents from time to time, including without limitation at the request of any competent authority or in order to help Lobus comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Lobus may also require you to provide additional information and documents in cases where it has reasons to believe that:

- Your Digital Wallet, Account, or other access to the NFT Service is being used for money laundering or for any other illegal activity;
- You have concealed or reported false identification information and other details; or
- Transactions effected via your Digital Wallet or Account were effected in breach of this Agreement.

In such cases, Lobus, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Lobus and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, Lobus may refuse to provide any Token, Content (as defined below), product, service and/or further access to the NFT Service (including without limitation any Member Privileges) to you.

(d) When you use the NFT Service, you hereby represent and warrant, to and for the benefit of Lobus, its affiliates and its and their respective representatives, as follows:

- **Authority.** You have all requisite capacity, power and authority to enter into, and perform your obligations under this Agreement, including to Mint, sell, list, or buy any Tokens, as applicable. The execution, delivery and performance of, and the performance of your obligations under, this Agreement have been duly authorized by all necessary action on the part of you and, if you are an entity, such entity's board of directors or comparable authority(ies), and no other proceedings on your part are necessary to authorize the execution, delivery or performance of your obligations under this Agreement by you.

- **Due Execution.** This Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with this Agreement.
- **Accuracy of Background Check Information.** All information provided to Lobus and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
- **Non-Contravention.** This Agreement does not, and the performance of your obligations under this Agreement and your Minting, listing, buying, or selling of any Tokens, as applicable to your use of the NFT Service, will not: (i) if you are an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate any right of any third party or any applicable legal requirement to which you or any of the assets owned or used by you, is subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.
- **Independent Investigation and Non-Reliance.** You are sophisticated, experienced and knowledgeable in the Minting, listing, buying, or selling of any Tokens, as applicable. Additionally, you have conducted an independent investigation of the NFT Service and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to Mint, list, buy, or sell any Tokens using the NFT Service, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the Tokens, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the Tokens) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Lobus, in determining to enter into this Agreement, Mint, list, buy, or sell any Tokens or use the NFT Service.
- **Litigation.** There is no legal proceeding pending that relates to your activities relating to the Minting of Tokens or other token- or digital asset- trading or blockchain technology related activities.

- **Compliance.** You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities or Minting Tokens. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to Minting Tokens.

(e) You must provide all equipment and software necessary to connect to the NFT Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the NFT Service.

#### 4. ACCOUNT REGISTRATION

(a) In order to access certain features of the NFT Services (including without limitation Member Privileges) you may be required to become a Member. For purposes of the Agreement, a “**Member**” is a user who has registered an account on the NFT Services (“**Account**”). Using an Account, a Member can link an existing Digital Wallet and/or create a proprietary Digital Wallet linked to such Member’s Account (an “**Account Wallet**”). In order to access certain NFT Services you may need to either (i) access your Account Wallet, or (ii) link to your Account a third-party Digital Wallet that is supported by or compatible with the NFT Services. All Digital Wallets, including Account Wallets, are your sole responsibility. Digital Wallets are provided or made available by third-party service providers, not by Lobus, and Lobus shall have no liability to you in connection with the same.

(b) In registering an Account on the NFT Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are not a person barred from using the NFT Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the NFT Services by minors. You may not share your Account or password with anyone, and you agree to notify us immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the NFT Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the NFT Services if you have been previously removed by us, or if you have been previously banned from any of the NFT Services.

(c) You may be able to log into your Account using an account that you hold with a third-party service provider (each such account, a “**Third-Party Account**”). You represent that you are entitled to disclose your Third-Party Account login information to Lobus and/or grant Lobus access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Lobus to pay any fees or making Lobus subject to any usage limitations imposed by such third-party service providers. Please note that if a Third-Party Account or associated service becomes unavailable or Lobus’ access to such Third-Party Account is terminated by the third-party service provider, then (i) you will no longer be able to integrate such Third-Party Account with the NFT Services and (ii) you may lose access to your Account Wallet, and we disclaim all liability in

connection with the foregoing. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND LOBUS DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

**(d)** The Account Wallet can be used to store digital assets, including without limitation those Tokens that may be minted, purchased, or sold through the NFT Services. Access to your Account Wallet requires the use of a private key or passphrase (“**Private Key**”) and Lobus has no ability to access your Account Wallet without your involvement and authority. Your Private Key is unique to your Account, and shall be maintained by you. If you lose your Private Key, including without limitation by losing access to the Third-Party Account that you use to log into your Account, you may lose access to your Account Wallet and any contents thereof. Lobus does not have the ability to recover a lost Private Key. While an Account Wallet may be interoperable with other compatible blockchain platforms, tokens, or services, the NFT Services only enable transactions involving Tokens and other digital goods supported by Lobus. Tokens or other digital goods that have been transferred out of your Account Wallet to a third-party Digital Wallet may no longer be compatible with certain NFT Services.

## **5. MINTING A TOKEN**

**(a)** An artist or other creator (“**Creator**”) may, subject to a separate written agreement with Lobus (“**Creator Agreement**”), use the NFT Service to offer one or more works of visual art (each such work, “**Creator IP**”) as embedded in or otherwise comprising a Token. Such Creators may be able to use the NFT Service to Mint or offer for sale on the Blockchain Platform a Token comprising the Creator IP. By Minting or purchasing a Token, you agree to comply with any terms, including licenses or payment rights that are embedded within or otherwise included with any Token that you Mint or purchase. Lobus does not guarantee that Tokens Minted on the NFT Service will be transferable to any other platform.

**(b)** A Creator may set limits on or other terms regarding the sale of Tokens comprising their Creator IP through the NFT Service, including, without limitation: (i) the quantity of such Tokens that may be Minted through the NFT Service from each instance of Creator IP; (ii) any rights in respect of the Creator IP underlying such Token to be granted to (x) the User who Mints or purchases a Token using such Creator IP or (y) any subsequent owner of such Token; and (iii) any fee payable in connection with any subsequent sale of a Token comprising such Creator IP, whether or not such sale takes place on or through the NFT Service (each such sale, a “**Secondary Sale**,” and such fee, a “**Secondary Sale Fee**”), and Lobus will display such terms at point of sale or otherwise within the NFT Service.

**(c)** The NFT Service is only a marketplace, and Lobus is not and shall not be a party to any transaction or dispute between any Creator of Creator IP and any Minter or subsequent owner of a Token generated by that Creator’s Creator IP, whether arising from any rights granted in that Token or otherwise, unless otherwise set forth in connection with such Token.

## **6. PRICING AND FEES; PAYMENTS**

**(a)** All pricing and payment terms for Tokens are as indicated at point of sale or otherwise on the NFT Service, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.

(b) When you Mint or otherwise purchase a Token, you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to any Secondary Sale of that Token, including any Secondary Sale Fee (regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale). You further agree that you will bind any subsequent purchaser of the Token to such Secondary Sale terms and conditions.

(c) Fiat currency payment processing for the NFT Services will be performed by Lobus' third-party payment processor. Lobus currently uses Stripe, Inc. ("**Fiat Payment Processor**") as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). Your use of the NFT Services and the payment processing provided by the Fiat Payment Processor is subject to the Stripe Connected Account Agreement that includes the Stripe Services Agreement, as may be modified by the Fiat Payment Processor from time to time (collectively, the "**Payment Processor Agreement**"). As a condition of using the Fiat Payment Processor's payment processing, you must provide accurate and complete information, and you authorize us to share this information with the Fiat Payment Processor and to charge your payment method for all amounts that may become due under this Agreement. All bank, credit card, or other payment information is sent directly to and stored with the Fiat Payment Processor using its security protocols. Lobus does not store your payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of the Fiat Payment Processor's payment processing is conditioned upon your compliance with the Payment Processor Agreement, and if the Payment Processor Agreement is terminated by the Fiat Payment Processor, you may not be able to use the NFT Services, or you may have your use of the NFT Services suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.

(d) Lobus may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions. Whether a particular cryptocurrency is accepted as a payment method by Lobus is subject to change at any time in Lobus' sole discretion.

## 7. CONSENT TO ELECTRONIC COMMUNICATION

By creating an Account, contacting Lobus via email, or by using the NFT Service to Mint, purchase, list, or sell a Token, you consent to receive electronic communications from Lobus (e.g., via email or by posting notices to the NFT Service or to Lobus' official accounts on social media properties). These communications may include notices about your use of the NFT Service (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you.

## 8. OWNERSHIP

(a) Unless otherwise indicated in writing by us, the NFT Service and all content and other materials contained therein, including, without limitation, the Lobus logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Content**") are the proprietary property of Lobus or our affiliates, licensors or Users, as applicable.

(b) The Lobus logo and any Lobus product or service names, logos or slogans that may appear on the NFT Service are trademarks of Lobus or our affiliates and may not be copied, imitated or

used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Lobus,” or any other name, trademark or product or service name of Lobus or our affiliates without our prior written permission. In addition, the look and feel of the NFT Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Lobus and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and other names or logos mentioned on the NFT Service 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 trademark 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 Lobus.

## **9. LICENSE TO OUR NFT SERVICE AND CONTENT**

(a) You are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, “as-is” license to access and use the NFT Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the NFT Service or Content, (ii) distribute, publicly perform, or publicly display any Content, (iii) modify or otherwise make any derivative uses of the NFT Service or Content, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the NFT Service or Content, except as expressly permitted by us, and (vi) use the NFT Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 12 below.

(b) You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the NFT Service for noncommercial purposes, provided that such link does not portray Lobus or our affiliates or any of our NFT Services, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in Lobus’ sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Lobus to link to the NFT Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Lobus trademark, logo or other proprietary information, including the images found on the NFT Service, the content of any text or the layout or design of any page, or form contained on a page, on the NFT Service without our express written consent.

(c) Lobus may from time-to-time change or discontinue any or all aspects or features of the NFT Service, including by (i) altering the smart contracts which are included in the Blockchain Platform pursuant to upgrades, forks, security incident responses or chain migrations, (ii) deactivating or deleting User Content that Lobus in its sole discretion determines has been abandoned; or (iii) repossessing any Tokens Lobus in its sole discretion determines have been abandoned. In such events, you may no longer be able to access, interact with or, read the data from the NFT Service.

## **10. USER CONTENT**

Certain Content may be made available by a User on or through the NFT Service (“**User Content**”). If you choose to make User Content available on or through the NFT Service, you hereby grant Lobus a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of (i) providing the NFT Service, including making User Content available to

other Users in accordance with your elections on the NFT Service; and (ii) improving the NFT Service. You also hereby grant each other User of the NFT Service a non-exclusive license to access your User Content through the NFT Service, and to use, reproduce, distribute, display and perform such User Content solely as permitted through the functionality of the NFT Service and under this Agreement. You are solely responsible for any User Content you provide. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post or display on or through the NFT Service. You agree that such User Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the licenses described above. We take no responsibility for the User Content posted or listed via the NFT Service, although we reserve the right to remove any User Content that is in violation of this Agreement.

## **11. THIRD-PARTY SERVICES; THIRD-PARTY TERMS**

The NFT Service may contain links to third-party properties (“**Third-Party Properties**”) and applications (“**Third-Party Applications**”). When you click on a link to a Third-Party Property or Third-Party Application, such as a bridge extension, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Properties and Third-Party Applications are not under the control of Lobus. Lobus is not responsible for any Third-Party Properties or Third-Party Applications. Lobus provides links to these Third-Party Properties and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Properties or Third-Party Applications, or their products or services. You use all links in Third-Party Properties, and Third-Party Applications at your own risk. When you leave our NFT Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Properties or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

## **12. ACCEPTABLE USE POLICY**

You agree that you are solely responsible for your conduct while participating in the purchase or sale of Tokens or otherwise accessing or using the NFT Service. You agree that you will abide by this Agreement and will not:

- (a) Provide false or misleading information to Lobus;
- (b) Use or attempt to use another User’s Account or linked Digital Wallet without authorization from such User and Lobus;
- (c) Create or list counterfeit Tokens;
- (d) Pose as another person or entity;
- (e) Use the NFT Service in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the NFT Service, or that could damage, disable, overburden or impair the functioning of the NFT Service in any manner;
- (f) Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the NFT Service;

**(g)** Reverse engineer any aspect of the NFT Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the NFT Service;

**(h)** Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the NFT Service that you are not authorized to access;

**(i)** Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the NFT Service, extract data or otherwise interfere with or modify the rendering of NFT Service pages or functionality;

**(j)** Collect or harvest data from our NFT Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;

**(k)** Use data collected from our NFT Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);

**(l)** Bypass or ignore instructions that control all automated access to the NFT Service;

**(m)** Use the NFT Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement;

**(n)** Use the Blockchain Platform to carry out any illegal activities in connection with or in any way related to your access to and use of the NFT Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Blockchain Platform, or the NFT Service;

**(o)** Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:

- trading a Token at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Token, unduly or improperly influencing the market price for such Token trading on the NFT Service or establishing a price which does not reflect the true state of the market in such Token;
- for the purpose of creating or inducing a false or misleading appearance of activity in a Token or creating or inducing a false or misleading appearance with respect to the market in a Token: (A) executing or causing the execution of any transaction in a Token which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of a Token with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Token, has been or will be entered by or for the same or different parties; or
- 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 a Token;

**(p)** Use the NFT Service to carry out any financial activities subject to registration or licensing, including but not limited to using the NFT Service to transact in securities, commodities

futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;

(q) Use the NFT Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts; or

### **13. LISTING GUIDELINES**

(a) Lobus has the right, but not the obligation, to remove any listing at any time. Lobus exercises its sole judgment in allowing or disallowing certain assets, listings, smart contracts, and collections.

(b) Tokens, listings, smart contracts, collections, and other User Content that Lobus in its sole discretion deems inappropriate, disruptive, or illegal are prohibited on the NFT Service. Lobus reserves the right, but not the obligation, to determine the appropriateness of listings on its site and remove any User Content, including any listing, at any time. If you create or offer a Token, listing, smart contract, or collection in violation of these policies, we reserve the right to take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting your User Content, recouping any payments that have been made to you for such Token, and permanently withholding any other payments due and owed to you. Lobus reserves the right to destroy inappropriate or illegal metadata stored on our servers.

(c) The following User Content is prohibited on the NFT Service, whether included in or made available in or through Tokens, listings, smart contracts, or collections that include metadata, or otherwise:

- Content that violates international or United States intellectual property laws;
- Content that promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
- Content with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
- Content created or used primarily or substantially for the purpose of raising funds for known terrorist organizations (as listed on <https://www.state.gov/foreign-terrorist-organizations/> or as may be determined by Lobus from time to time in its sole discretion);
- Content that, as determined in our sole and absolute discretion, is obscene, and other Content that is intended to be age-restricted. Token names, listings and their descriptions, smart contract names, and collections including profanity or obscene Content may be prohibited. A smart contract that contains obscene

Content is subject to being marked as prohibited, even if the obscene or otherwise objectionable Content only represents a portion of the Content on the smart contract;

- Content that includes stolen assets, assets taken without authorization, and otherwise illegally obtained assets, all including but not limited to Tokens. Listing illegally obtained Tokens may result in your listings being cancelled, your Tokens being hidden, or your access to the NFT Service being suspended. If you have reason to believe that an asset listed on the NFT Service was illegally obtained, please contact us immediately; and
- Content that is illegal.

If you become aware of the creation, listing, or buying of assets in violation of any of the terms specified in this section, please contact us at [support@lobus.io](mailto:support@lobus.io) to report it.

#### **14. COPYRIGHT**

Lobus retains the absolute right to terminate access to the NFT Service for and remove the User Content of any User who violates or infringes the rights of ours or of any third party. Without limiting the foregoing, if you believe that your intellectual property has been used on the NFT Service in a way that constitutes infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of the location on the NFT Service of the material that you claim is infringing;
- your address, telephone number and e-mail address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contact information for Lobus' Copyright Agent for notice of claims of copyright infringement is as follows: [support@lobus.io](mailto:support@lobus.io), SUBJ: Copyright Agent.

#### **15. INVESTIGATIONS**

If Lobus becomes aware of any possible violations by you of this Agreement, Lobus reserves the right to investigate such violations. If, as a result of the investigation, Lobus believes that criminal activity may have occurred, Lobus reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Lobus is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the NFT Service, including User Content, in Lobus' possession in connection with your use of the NFT Service, to (i) comply with applicable laws, legal

process or governmental request; (ii) enforce this Agreement, (iii) respond to any claims that User Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Lobus, its Users, or the public, and all law enforcement or other government officials, as Lobus in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your use of the NFT Service, including without limitation text, voice, or video communications.

## **16. RELEASE**

You hereby release and forever discharge Lobus and our officers, employees, agents, successors, and assigns (the “**Lobus Entities**”) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the NFT Service (including any interactions with, or act or omission of, other Users of the NFT Service or any Third-Party Properties). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

## **17. COMPLAINTS.**

In accordance with California Civil 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.

## **18. ASSUMPTION OF RISK RELATED TO TOKENS**

You acknowledge and agree that:

(a) The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Tokens, which may also be subject to significant price volatility. We cannot and do not guarantee that any purchasers of Tokens will not lose money.

(b) You are solely responsible for determining what, if any, taxes apply to your transactions involving Tokens. Neither Lobus nor any other Lobus Entity is responsible for determining the taxes that may apply to transactions involving Tokens.

(c) Tokens exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such Tokens.

(d) There are risks associated with using digital currency and digital assets, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your information.

(e) The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is evolving, and new regulations or policies may materially adversely affect the development of the NFT Service and the utility of Tokens.

(f) There are risks associated with purchasing user-generated Content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.

(g) Lobus reserves the right to hide collections, contracts, and assets that Lobus suspects or believes may violate this Agreement. Tokens you purchase may become inaccessible on the NFT Service. Under no circumstances shall the inability to access or view your assets on the NFT Service serve as grounds for a claim against Lobus.

(h) Lobus has no responsibility for the Tokens Minted, sold, bought or traded on the NFT Service. Lobus does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Token created or traded on the NFT Service. For the avoidance of doubt, Lobus shall have no responsibility for any failure of any User to comply with any terms regarding the authenticity, originality, uniqueness, scarcity or other description or characteristics of the Token or Creator IP furnished by or on behalf of that User and displayed by Lobus on the NFT Service.

## **19. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Lobus and the Lobus Entities from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the NFT Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the NFT Service, User Content or Tokens, including, without limitation, any act or omission involving any third party in connection with the Minting, listing, buying, selling, or trading of any Tokens hereunder; (b) any feedback you provide; (c) your violation of this Agreement; (d) your violation of the rights of any third party, including another User; (e) any breach or non-performance of any covenant or agreement made by you; (f) your User Content or the Minting, listing, buying, selling, or trading of any Tokens; or (g) any off-chain benefits (including the furnishing, or any failure to furnish, or any acts or omissions of or attributable to you or any third party in respect of the same). You agree to promptly notify Lobus of any third-party Claims and cooperate with the Lobus Entities in defending such Claims. You further agree that the Lobus Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND LOBUS.

## **20. DISCLAIMERS**

THE SERVICE, CONTENT CONTAINED THEREIN, AND TOKENS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. LOBUS (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B)

WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. LOBUS 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 AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. LOBUS DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE 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 LOBUS ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, LOBUS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY TOKENS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF TOKENS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR TOKENS.

TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT LOBUS OR ANY LOBUS ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKENS. WE CANNOT AND DO NOT GUARANTEE THAT ANY TOKEN WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY TOKEN PURCHASED THROUGH THE SERVICE.

Lobus is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the Tokens. Lobus is not responsible for casualties due to developers' or representatives' delay or failure to report any issues with any blockchain supporting Tokens, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **21. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LOBUS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE, ANY TOKENS, 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 TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF LOBUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF LOBUS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), OR ANY TOKENS MINTED, PURCHASED, OR SOLD THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RETAINED BY LOBUS IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

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.

**22. DISPUTE RESOLUTION.** Please read carefully the following arbitration agreement (“**Arbitration Agreement**”). It requires you to arbitrate disputes with Lobus and limits the manner in which you can seek relief from us.

**(A) Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the NFT Service, to any products sold or distributed through the NFT Service, or to any aspect of your relationship with Lobus, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify; and (b) you or Lobus may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

**(B) Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to us at support@lobus.io. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Lobus will pay them for you. In addition, we will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for

disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(d) **Waiver of Jury Trial.** YOU AND LOBUS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 22(a) (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(e) **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

(f) **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to support@lobus.io within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

(g) **Severability.** Except as provided in Section 22(e) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be

severed and the remainder of the Arbitration Agreement shall continue in full force and effect. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.

(H) **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing us at [support@lobus.io](mailto:support@lobus.io) and expressly opting out of this Arbitration Agreement.

## **23. GENERAL**

We reserve the right in our sole discretion to modify, suspend, or discontinue the NFT Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. This Agreement, and your access to and use of the NFT Service, shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of New York, New York. Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the NFT Service 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, to the fullest extent permitted by applicable law. If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement 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 this Agreement. Your relationship to Lobus is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Lobus. Lobus' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Lobus and you and shall not confer third party beneficiary rights upon any other person or entity.

## **24. CONTACT INFORMATION**

**Lobus Inc.**

**info@lobus.io**