

NFT Service Agreement

The NFT Service Agreement ("Agreement") between you (the "User(s)," "Artist(s)," "Collector(s)," "Owner(s)," and collectively with others using the Site for - "Users") and the Platform ("the Platform", "the Site", "we", "our" or "us" and together with you, the "Parties") governs your access and use of the Platform for NFT transactions ("NFTs", "Crypto assets", refer to unique non-fungible tokens, which represent pieces of artworks in the form of non-fungible digital assets that themselves may be created by reference to a smart contract on the Ethereum blockchain).

THE PLATFORM IS NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. THE PLATFORM FACILITATES TRANSACTIONS BETWEEN THE BUYER AND SELLER IN THE TRANSACTION BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OF NFT OR BETWEEN ANY USERS.

1. General Provisions

The Agreement consists of the main body, **User Agreement** and **Privacy Policy** published on the Platform, as well as any rules, statements, instructions, etc. that the Platform has published or may publish in the future.

THE AGREEMENT SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PLATFORM. BY CLICKING ON THE "I ACCEPT" OR "I AGREE" (OR A SIMILAR TERM) BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, USING OUR SERVICES AND/OR ENGAGING IN NFT TRANSACTIONS ON THE PLATFORM, YOU ARE ACCEPTING THE AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THE AGREEMENT, YOU ARE PROHIBITED FROM ACCESSING, USING, OR TRANSACTING ON THE PLATFORM. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT THE PLATFORM IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS.

2. Description of the Services

The Platform facilitates a peer-to-peer digital art Marketplace and auction

house where Artists, Collectors, and other Users can sell, purchase, list for auction, and bid on NFTs. Collectors can obtain NFTs by purchasing at an established list price, or bidding on items available in one of our revolutionary smart contract-enabled auctions.

All Artwork (“Art”, “Work(s)”, “Artwork(s)”, or “Creation(s)”) on the Platform is represented by a NFT exclusively minted by one of the Platform’s approved Artists. Each NFT is minted by an Artist using the Platform’s Smart Contracts based on an Artist’s original Artwork. The NFTs are forever tracked and stored on the Ethereum blockchain, providing the Collector of a NFT with a permanent record of authenticity and ownership. To create a NFT, approved Artists must upload an original digital Artwork, provide information about the artwork, authenticate the work, initiate a request to a token Minting Smart Contract.

Collectors can purchase NFTs with a List Price through Platform by sending an equivalent amount of an equivalent amount of cryptocurrency to a Smart Contract configured to initiate a transfer of the NFT, plus additional fees and gas. If participating in Auctions, Users hereby affirmatively acknowledges and agrees to the **Auction Rules** on the Platform. Please visit the **Auction Rules** for more information on how to set up and participate in an Auction.

3. Ownership

Owning a NFT is similar to owning a piece of physical art. You own a NFT representing the Artist’s creative Artwork as a piece of property, but you do not own the creative Artwork itself. By minting NFTs on the Platform, Artist affirmatively grants a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to display the Artwork underlying NFTs legally owned and properly obtained by the Collector.

The Artist owns all legal right, title, and interest in all intellectual property rights to creative Works underlying NFTs minted by the Artist on the Platform, including but not limited to copyrights and trademarks. As the copyright owner, the Artist enjoys several exclusive rights to the Work, including the right to reproduce, the right to prepare derivative works, the right to distribute, and the right to display or perform the Art. Subject to, and in accordance with the Agreement, the Artist hereby acknowledges, understands, and agrees that minting a Work on the Platform constitutes an express and affirmative grant of the limited license rights to the Work to all subsequent Owners of the NFT, as provided herein.

The Artist hereby make following representations and warranties:

- The Artist expressly represents and warrants that works minted on the Platform contain only original artistic content otherwise authorized for use by the

Artist. To the extent a Work contains unoriginal content, including content from Works by other Artists, the minting Artist further represents and warrants that it has permission to incorporate the unoriginal content. The Artist represents and warrants that the sale, display or performance of NFT on the Platform is not a violation of any agreement, contract, or obligation owed to a third party.

- The Artist expressly represents and warrants that their Work is an original creation. Artists are prohibited from minting Works consisting of unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Artist, not authorized for use by the Artist, not in the public domain, or otherwise without a valid claim of fair use. Artist can only mint works that they personally created and must refrain from minting works to which copyright ownership is unknown or disputed.
- NFTs are unique, meaning that there should only ever be one digital token for a given Work of Art. Artist hereby acknowledges, understands, and agrees that minting a Work on the Platform constitutes an express representation, warranty, and covenant that the Artist has not, will not, and will not cause another to mint, tokenize, or create another cryptographic token representing a digital collectible for the same Work, excepting, without limitation, the Artist's ability to mint, tokenize, or create a NFT or other digital asset representing a legal, economic, or other interest relating to any of the exclusive rights belonging to the Artist under copyright law.
- Failure to abide by the Agreement by you may result in, without limitation, suspension or deletion of the Artist's account, revocation of the Artist's minting privileges and other permissions to the Smart Contracts or Platform, delisting the Artist's items on the Site, or paying monetary damages. Platform has the unilateral authority and discretion to remove, suspend, or revoke Artists' access to the Smart Contracts or any other aspect of the Platform.
- The Artist hereby acknowledges, understands, and agrees that Minting a Work on the Platform constitutes an express and affirmative grant to Platform, its affiliates and successors a non-exclusive, world-wide, assignable, sublicensable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, and distribute the Work on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising the Platform, or any other purpose related to the Platform or business.
- You hereby agree to indemnify Platform and be held liable for any claim against Platform arising out of your breach of the Agreement. You hereby release and forever discharge Platform from any damages or causes of action resulting from a sale of any of your listed NFTs occurring after your breach

of the Agreement.

The Platform respects the intellectual property rights of others. It is our policy to respond promptly any claim that Content posted on the Site infringes the copyright or other intellectual property rights of any person. Platform will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action, including removing or disabling access to Content claimed to be infringing and/or terminating accounts and access to the Site.

The Artist and all Users irrevocably release, acquit, and forever discharge Platform and its subsidiaries, affiliates, officers, and successors of any liability for direct or indirect copyright or trademark infringement for Platform's use of a Work in accordance with the Agreement.

4. Prices & Fees

Every transaction on Platform is subject to Fees collected to support the Platform. The amount of Fees for the sale of a NFT also depends on whether the transaction involves the first sale ("Primary Sale") or a subsequent sale in the secondary market ("Secondary Market Sale"). You authorize Platform as applicable, to initiate debits in your account in settlement of transactions. You agree to pay Platform any transaction fees for NFT transactions and authorize Platform to deduct such fees from your account directly.

You agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the Smart Contracts on the Ethereum blockchain network. By transacting on the Platform and by using the Smart Contracts, you hereby acknowledge, consent to, and accept all automated fees, commissions, and royalties for the sale of NFT on the Platform. You hereby consent to and agree to be bound by the Smart Contracts' execution and distribution of the fees, commissions, and royalties. You hereby waive any entitlement to royalties, commissions, or fees paid to another by operation of the Smart Contracts.

Users acknowledge and consent to the risk that the price of an NFT purchased on the Platform may have been influenced by User activity outside of the control of the Platform. Platform does not represent, guarantee, or warrant the accuracy or fairness of the price of any NFT sold or offered for sale on or off of the Marketplace. The User agrees and acknowledges that Platform is not a fiduciary nor owes any duties to any User of the platform, including the duty to ensure fair pricing of NFTs or to police User on behavior the Marketplace.

5. Gas

All transactions on the Platform, including without limitation bidding, listing,

offering, purchasing, or confirming, are facilitated by Smart Contracts existing on the Ethereum network. The Ethereum network requires the payment of a transaction fee (a "Gas fee") for every transaction that occurs on the Ethereum network, and thus every transaction occurring on Platform. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Platform. You acknowledge that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to you. You also acknowledge and agree that gas is non-refundable under all circumstances.

6. Taxes

You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the Platform (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or creation of any artworks). Except for income taxes levied on NFTs, you: a) will pay or reimburse us for all or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and b) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to the Agreement.

7. External Sites

The Platform may include hyperlinks to other websites or resources (collectively, "External Sites"), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

8. User Conduct

The Platform is a transparent and open digital art marketplace that depends on the honest participation of all Users. The following conducts are prohibited on the Platform:

- Users are prohibited from manipulating market prices: Users are expressly forbidden from accepting, soliciting, offering, bidding, engaging with the Smart Contracts, or otherwise transacting on or off of the Platform with the intent to artificially devalue, inflate, or otherwise deceptively influence, misrepresent, or cause to be misrepresented the price a NFT, groups of NFTs, or NFTs created by particular Artists.
- Users are prohibited from bidding on, or purchasing their own works: Artists, Owners, and Collectors are expressly forbidden from bidding or purchasing on their own listed or offered NFTs, especially for the purpose of artificially influencing the price of the listed NFT(s).
- Users are prohibited from anticompetitive conduct: Users are generally forbidden from engaging any deceptive conduct that may prevent competitive or fair bidding, artificially inflate or deflate the price of a work, simulate demand for a work (i.e, "wash trading"), or any other anticompetitive bidding conduct such as but not limited to "puffing," "chill bidding," "shill bidding," "sham bidding," or "sock puppet bidding."
- Users are responsible for their own conduct while accessing or using the Platform, and for any consequences thereof. You agree to use the App only for purposes that are legal, proper and in accordance with the Agreement and any applicable laws or regulations. By way of example, and not as a limitation, Users may not, and may not allow any third party to: 1) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; 2) 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, in any involve proceeds of any unlawful activity; 3) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; 4) impersonate another person (via the use of an email address or otherwise); 5) upload, post, transmit or otherwise make available through the Platform any content that infringes the intellectual proprietary rights of any party; 6) operate to defraud the Platform, other users, or any other person or provide false, inaccurate or misleading information; 7) use the Platform to violate the legal rights (such as rights of privacy and publicity) of others; 8) engage in, promote, or encourage illegal activity (including, without limitation, financing terrorism, tax evasion or money laundering); 9) interfere with another individual's or entity's access to or use of the Platform; defame, abuse, extort, harass, stalk,

threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights or privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance or violent acts against others; harvest or otherwise collect information from the Platform about others, including without limitation email addresses, without proper consent; ; 10) exploit the Platform for any unauthorized commercial purpose; 11) modify, adapt, translate, or reverse engineer any portion of the Platform; 12) remove any copyright, trademark or other proprietary rights notices contained in or on the Platform or any part of it; 13) reformat or frame any portion of the Platform; 14) display any content on the Platform that contains any hate-related or violent content or pornographic content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; 15) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its users for any unauthorized purpose; 16) create user accounts by automated means or under false or fraudulent pretenses; or 17) access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services.

- Users agree to report suspicious market activity: Users agree to report suspicious market activity of other Users. If a User suspects that one or more Users on the Platform are in violation of the Agreement, the User should promptly inform the platform.

- Violation of the marketplace code of conduct may result in the platform's intervention: Users hereby agree and acknowledge that any forbidden marketplace conduct described herein and in the may be a violation of related laws and/or the Agreement. The Platform hereby reserves the right to completely or partially restrict or revoke a User's access to the Site for violating the Agreement. The Platform reserves the right to amend, rectify, edit, or otherwise alter Market transaction data to mitigate market harm caused by a User's violation of the Agreement.

- Users release the platform from claims arising from other users' violations of the agreement: Users irrevocably release, acquit, and forever discharge the Platform and its subsidiaries, affiliates, officers, and successors for and against any and all past or future causes of action, suits, or controversies arising out of another User's violation of the Agreement.

9. Representations and Warranties

Before you purchase any NFT, you hereby represent and warrant that:

- You are an eligible participant of NFT transaction and have read and understood all the terms of this Agreement fully understand all the risks herein and are willing to assume all the liabilities and losses.
- You have sufficient understanding of the transaction and the NFT and make informed decision after performing your own due diligence.
- You are certifying to the Platform that the activities in connection with the transaction will comply with this Agreement and all applicable laws, rules and regulations.

10. No Representations or Warranties

The Platform makes no representations or warranties, express or implied, written or oral, made by or on behalf of the Platform in connection therewith, including any representations or warranties of title, non-infringement, functionality, merchantability, usage, security, suitability or fitness for any particular purpose, workmanship or technical quality of any NFT or work, smart contract code, or software.

We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other users are solely between you and such users. You agree that Platform will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any user on the Platform, the Platform is under no obligation to become involved.

We will not be responsible or liable to you for any losses you incur as the result of your use of the ethereum network, including but not limited to any losses, damages or claims arising from: (a) user error, such as forgotten passwords or incorrectly construed smart contracts or other transactions; (b) server failure or data loss; (c) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, bruteforcing or other means of attack against the platform, ethereum network, or ethereum-compatible browser.

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 by legitimate means.

11. Assumption of Risk

Participating in the purchase of NFT involves significant risks and potential financial losses, including but not limited to the following, you accept and acknowledge:

- You hereby acknowledge and assume the risk of initiating, interacting

with, participating in transactions and take full responsibility and liability for the outcome of any transaction they initiate. You hereby represent that you are knowledgeable, experienced and sophisticated in using blockchain technology, the Platform, and in initiating Ethereum-based transactions. You further represent and warrant that you understand and are willing to accept the risks associated with cryptographic systems such as the smart contracts, the ethereum blockchain, non-fungible tokens, and the interplanetary file system.

- Use of the Platform, including the creating, buying or selling NFTs, may carry financial risk. Digital assets are, by their nature, highly experimental, risky, volatile and transactions carried through the Platform are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Platform at your own risk.

- 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. The Platform assumes no liability or responsibility to you for any losses in transactions.

- There are risks associated with purchasing blockchain based tokens, including but not limited to, the risk of losing private keys, theft of cryptocurrency or tokens due to hackers finding you're your private key, lack of a secondary market, significant price volatility, hard forks and disruptions to the Ethereum blockchain. You accept and acknowledge that transfers on the Ethereum blockchain are irreversible and as a result, it is not possible for the Platform to issue refunds on NFT purchases.

- The Platform does not store, send or receive NFT. The NFT is transferred on the Smart Contract maintained by the Platform. Any transfers of NFT occur via the Smart Contract located on the Ethereum blockchain and not on Platform. Further, as NFTs are non-fungible, they are unrecoverable once damaged or lost. You confirm that you will transfer the NFTs out of the Platform for custody once after the completion of transaction, and that Platform will not be responsible or liable to you for any loss in case the NFTs are damaged or lost.

- Transactions that take place on Platform are managed and confirmed via the Ethereum blockchain. You understand that your Ethereum public address will be made publicly visible whenever you engage in a transaction on Platform. We neither own nor control the Ethereum network, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. We will

not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

- You acknowledge and agree that the smart contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Ethereum blockchain, which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or NFT, or lost opportunities to buy or sell NFT. The Platform assumes no liability or responsibility for any such smart contract or related failures, risks, or uncertainties.
- You acknowledge that the Platform is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Platform. This warning and others provided in this Agreement by Platform in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing or accessing the Platform.
- You are solely responsible for determining what, if any, taxes apply to your purchases and sales of NFT. The Platform is not responsible for determining the taxes that apply to NFT transactions.

12. No Liability

To the maximum extent permitted by law, in no event shall Platform be liable to you or any third party for any lost profits, lost data, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to the Agreement or your use of, or inability to use, the site, even if Platform has been advised of the possibility of such damages. Access to, and use of, the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

13. Indemnification

You agree to indemnify and hold harmless the Platform and its affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of the Agreement by you, a co-conspirator, or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

14. Updates to Terms and Conditions

We reserve the right to amend this Agreement from time to time and disclose

such amendment by way of announcement on the Platform without sending a separate notice to you. The amended agreement will take effect immediately upon announcement on the Site. You shall browse the Site from time to time and follow the information on the time and content of amendments, if any, made to this Agreement. If you do not agree with the amendments, you shall stop using the services offered by this Site immediately; if you continue to use the Services, it shall be deemed that you accept and agree to be bound by the amended agreement.