

Art Blocks Creator Terms and Conditions of Use

These Art Blocks Creator Terms and Conditions of Use (these “Ts&Cs” and, together with the Art Blocks User Terms, available at [Artblocks.io](https://artblocks.io),¹ and any Art Blocks x Creator Generative Design Project Agreement Cover Page into which these Ts&Cs are incorporated by reference the “Agreement”) set forth the legally binding terms and conditions entered into by and between Art Blocks, Inc. (“Art Blocks”) and the individual or entity on behalf of whom or on behalf of which the Art Blocks NFT Platform is being used hereunder (“You” or “Creator”) and govern Your use of the Platform. Art Blocks and You are referred to herein individually as a “Party” and collectively as the “Parties.”

BY SIGNING AN ART BLOCKS X CREATOR GENERATIVE DESIGN PROJECT AGREEMENT COVER PAGE OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU ARE ACCEPTING THESE TS&CS (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 THESE TS&CS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE PLATFORM OR ACCEPT THESE TS&CS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TS&CS, YOU SHALL NOT ACCESS AND/OR USE THE PLATFORM AS A CREATOR. THESE TS&CS SHALL BE EFFECTIVE AS OF THE EARLIER OF THE DATE YOU ACCEPT THESE TS&CS OR THE DATE YOU BEGIN USING THE PLATFORM AS A CREATOR (“EFFECTIVE DATE”).

THESE TS&CS REQUIRE THE USE OF ARBITRATION (SECTION 10.1) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO CREATOR IN THE EVENT OF A DISPUTE.

1. DEFINED TERMS

- 1.1 “**Affiliate**” means, with respect to any Person, another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.
- 1.2 “**Creator IP**” means any works of authorship, trademarks, publicity rights and/or other intellectual property owned or controlled by Creator.
- 1.3 “**Creator NFT**” means a non-fungible token that results from the output of any Creator IP embodying the characteristics described by Creator in the Cover Page provided by Creator to Art Blocks under this Agreement.
- 1.4 “**Damages**” means any loss, damage, injury, decline in value, lost opportunity, liability, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including reasonable attorneys’ fees), charge, cost (including costs of investigation) or expense of any nature.
- 1.5 “**Governmental Entity**” means any: (i) nation, multinational, supranational, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, provincial, local, municipal, foreign or other government; (iii) instrumentality, subdivision, department, ministry, board, court, administrative agency or commission or other governmental entity, authority or instrumentality or political subdivision thereof; or (iv) any quasi-governmental or private body exercising any executive, legislative, judicial, regulatory, taxing, importing or other governmental functions.

¹ Cooley NTD: Please hyperlink to User Terms here

- 1.6 **“Intellectual Property License”** means any license, sublicense, right, covenant, non-assertion, permission, immunity, consent, release or waiver under or with respect to any Intellectual Property Rights.
- 1.7 **“Intellectual Property Rights”** means any and all rights in intellectual property and/or industrial property (anywhere in the world, whether statutory, common law or otherwise).
- 1.8 **“Legal Proceeding”** means any action, suit, litigation, arbitration, claim, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.
- 1.9 **“Legal Requirement”** means any: (i) federal, state, local, municipal, foreign, supranational or other law, statute, constitution, treaty, principle of common law, directive, resolution, ordinance, code, rule, regulation, judgment, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity; or (ii) order, writ, injunction, judgment, edict, decree, ruling or award of any arbitrator or any court or other Governmental Entity (“Order”).
- 1.10 **“Listing Information”** means any information required by Art Blocks to be provided by Creator related to Creator IP or the Creator NFT, including without limitation (i) a description of the characteristics of the Creator IP; (ii) written specifications detailing any restrictions on, or rights or obligations of a purchaser of a Creator NFT with respect to, the use and exploitation of Creator IP; and (iii) any promotional obligations of the Creator with respect to the Creator IP or the Creator NFT.
- 1.11 **“Mint”** means to create or issue an NFT using the Platform.
- 1.12 **“Person”** means any individual, entity or Governmental Entity.
- 1.13 **“Privacy Policy”** means Art Blocks’ privacy policy, available at [Artblocks.io](https://artblocks.io).²

2. ART BLOCKS NFT PLATFORM

- 2.1 **The Art Blocks NFT Platform.** These Ts&Cs govern Creator’s access and use of the Art Blocks NFT Platform (the “Platform”). The Platform is a software application created, operated and made publicly available by Art Blocks for, among other things, enabling the Minting of and facilitating transactions involving NFTs on the Ethereum Blockchain.
- 2.2 **License to Use the Platform.** Art Blocks grants to Creator a limited, nontransferable, personal, non-sublicensable license to use the Platform for the sole and exclusive purpose of permitting users to mint Creator NFTs.
- 2.3 **Alterations to Platform.** Art Blocks may from time-to-time change or discontinue any or all aspects or features of the Platform, including by altering the smart contracts made available through the Platform pursuant to upgrades, forks, security incident responses or chain migrations, etc. In such events, Creator may no longer be able to interact with or read the data from or through the Platform through any or all previously compatible applications.
- 2.4 **Art Blocks May Refrain from Minting NFTs for Creator And Restrict Other Uses of the Platform.**
- a. Art Blocks shall have the right, but not the obligation, to monitor the content of the Platform, to determine compliance with these Ts&Cs and any operating rules established by Art Blocks and to satisfy any Legal Requirements.

² Cooley NTD: Please link to Art Blocks Privacy Policy here.

- b. Art Blocks reserves the right to terminate Creator's access to or use of any or all of the features of the Platform, including disabling the ability of users to Mint NFTs using any Creator IP, removing or editing any Creator NFTs and any related metadata from the Platform or Art Blocks' servers, removing Creator's access to the Platform, and withholding any payments, at any time, without or without prior notice, in the event that Art Blocks reasonably determines that Creator may have failed to comply with these Ts&Cs, Art Blocks' Privacy Policy, any other agreement between Art Blocks and Creator or any other policy applicable to Creator's use of the Platform. Art Blocks reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable Legal Requirements, or to edit, refuse to post or to remove any information or materials, including any Creator IP, in order to comply with applicable Legal Requirements, in each case in Art Blocks' reasonable discretion.
- c. Creator IP or other materials uploaded to the Platform may be subject to limitations or restrictions, including, without limitation, limitations or restrictions on usage, reproduction and/or dissemination). Creator is responsible for adhering to any such limitations.

2.5 Ownership

- a. Except for the limited rights granted to Creator as set forth herein, Art Blocks shall own all right, title, and interest, including, without limitation, all patent, copyright, trademark and trade secret rights, in and to the Platform and the Art Blocks marks. Without limiting the foregoing, Art Blocks shall own all right, title and interest in and to all information (including, without limitation, personally identifiable information) collected from or relating to actual or prospective bidders on or purchasers of Creator NFTs offered hereunder.
- b. All Art Blocks marks are the sole property of Art Blocks. All rights reserved. All other marks appearing in the Platform are the property of their respective owners.
- c. Except for the limited rights granted to Art Blocks as set forth herein, Creator shall own all right, title, and interest, including, without limitation, all patent, copyright, trademark and trade secret rights, in and to the Creator IP.

3. NFT MINTING AND LISTING SERVICES

- 3.1 **Minting Service.** Art Blocks shall, upon the delivery by Creator to Art Blocks of (a) suitable Creator IP, whether an algorithm compatible with the Art Blocks Platform, still images, audio content or audiovisual content, and (b) Listing Information: (i) provide Creator the right to access and use the Platform, (ii) use commercially reasonable efforts to permit Creator to make Creator IP available for users of the Platform to Mint Creator NFTs; and (iii) use commercially reasonable efforts to provide other such reasonable services and functions that are reasonably required for the proper performance and provisions of the Minting Service ((i)-(iii) collectively, the "Minting Service").
- 3.2 **NFT Listing.** Subject to these Ts&Cs, and without limiting Art Blocks' rights under Section 2.3 and Section 2.4, Art Blocks will use commercially reasonable efforts and provide reasonable technical support to Creator to enable users to Mint and purchase Creator NFTs on the Platform. Creator acknowledges and agrees that each owner of any Creator NFTs that are Minted and/or offered hereunder shall be an intended third-party beneficiary of this Agreement for the purposes of enforcing such owner's rights with respect to Creator IP. Art Blocks shall use commercially reasonable efforts to procure that Creator shall be an intended third-party beneficiary of Art Blocks' agreement(s) with owners of Creator NFTs provided for hereunder for the sole purpose of enforcing Creator's rights with respect to any Creator IP. Creator further agrees that Art Blocks 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 Creator and any owner in respect of the use, misuse, provision or failure to provide any Creator IP.

- 3.3 License to Creator IP.** Creator grants to Art Blocks the non-exclusive (except as set forth in Section .4, below), worldwide, royalty-free, sublicensable right and license to use the trademarks, service marks, publicity rights, privacy rights, names, images, likenesses, biographical details, indicia of identity, and logos specified by Creator (“Creator Marks”), as well as the Creator IP, in connection with the Minting, advertising, promotion and offering of NFTs hereunder, and Art Blocks’ advertisement and promotion of itself and its products and services, as well as in connection with exercising Art Blocks’ rights hereunder. All uses of Creator Marks will inure to the benefit of Creator. In the event that Creator reasonably objects to the use of any Creator Mark or Creator IP by Art Blocks, Creator may revoke Art Blocks’ rights thereto and Art Blocks will promptly cease using Creator Marks or Creator IP in the manner objected to by Creator. Creator acknowledges and agrees that any such revocation may impact Creator’s ability to use the Platform.
- 3.4 Exclusivity.** Creator shall not, nor shall Creator cause or permit any third party to, directly or indirectly, (a) mint any NFT reasonably similar to, competitive with, or that embodies Creator IP identical or similar to, or competitive with, the Creator NFTs to be Minted hereunder, or (b) use the Platform to Mint any NFT reasonably similar to, competitive with, or that embodies Creator IP identical or similar to, or competitive with, any NFT previously minted or otherwise created, whether by Creator or any third party.
- 3.5 Co-Promotion.** Art Blocks and Creator will work together in good faith to undertake any mutually agreed upon advertising and promotional activities, including, without limitation, Creator promoting the Platform, the ability to Mint NFTs and the relationship provided for herein on all of Creator’s social media and other advertising, promotional and distribution channels.
- 3.6 Non-Disparagement.** Creator acknowledges and agrees that this Agreement’s value to Art Blocks is based in part on the goodwill and positive publicity generated by Creator and Art Blocks’ use of Creator Marks hereunder, including Art Blocks’ opportunities to facilitate, coordinate, and leverage media (including social media) opportunities relating to the foregoing. Accordingly, Creator agrees that: (a) Creator will conduct himself/herself in a manner so as to prevent a material adverse change in such goodwill and positive publicity; (b) Creator will not malign or disparage Art Blocks, the Platform, or any of Art Blocks’ other products and services; and (c) Creator will refrain from acting in an unprofessional manner or committing any act or becoming involved in any situation (and Creator represents and warrants that, prior to the Effective Date, Creator has not acted in an unprofessional manner or committed any act, and has not been involved in any situation, that will be made public) that: (1) involves criminal misconduct or an act of moral turpitude; (2) subjects Art Blocks, Creator, Creator Marks, Creator’s endorsement, or the activities provided for herein to public disrepute, contempt, scandal or ridicule; (3) tends to shock, insult or offend the community at large; or (4) tarnishes Art Blocks or the Art Blocks NFT Platform by association with Creator, Creator Marks, Creator’s endorsement, or the promotional campaign provided for herein (the occurrences described in this [Section 3.6](#), collectively, the “[Disparagement Acts](#)”), regardless of whether or not information relating to any such Disparagement Act becomes public or whether or not any civil or criminal proceedings are instituted or sanctions imposed, or any federal, state, or local investigative proceedings are instituted or commenced in connection with such Disparagement Act. In the event of the occurrence of a Disparagement Act, Art Blocks will have the right, without liability and without limiting any other right or remedy to which Art Blocks may be entitled, whether under this Agreement, at law, or in equity, to terminate this Agreement and, for purposes of clarification, no further payments shall be made to Creator following such termination.
- 3.7 Taxes.** The liability for all transfer, documentary, sales, use, stamp, registration and other such similar taxes, and all conveyance fees, recording charges and other similar fees and incurred in connection

with the Minting of a Creator NFT or any payment for any sale of any Creator NFT on the Platform or on any Creator's subdomain shall be borne exclusively, and is hereby assumed, by Creator.

3.8 Legal Compliance. Creator shall at all times ensure that its use of the Platform, including to Mint, list, buy, sell, or trade Creator NFTs is done in compliance with all applicable Legal Requirements. Art Blocks may require Creator to provide additional information and documents pursuant to any Legal Requirements, including laws related to anti-money laundering, or for counteracting financing of terrorism. Art Blocks may also require a Creator to provide additional information and documents, in cases where it has reasons to believe that:

- a. The Platform is being used for money laundering or for any other illegal activity;
- b. Creator has concealed or reported false identification information and other details; or
- c. Transactions effected via the Platform were effected in breach of these Ts&Cs. In such cases, Art Blocks, in its sole discretion, may temporarily or permanently disable Creator's access to the Platform, until such additional information and documents are reviewed by Art Blocks and accepted as satisfying the requirements of applicable law.

3.9 Prohibited Uses of the Platform. Creator must not, directly or indirectly:

- a. engage in or attempt to engage in any act or omission, employ any device, scheme or artifice to defraud, or otherwise materially mislead, Art Blocks or any Person using the Platform;
- b. use the Platform by or on behalf of a competitor of Art Blocks;
- c. engage or attempt to engage in or assist any hack of or attack on the Platform, including any "sybil attack," "DoS attack" or "griefing attack" or theft of NFTs, or funds, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property or interfere with the Platform;
- d. provide Art Blocks with Creator IP, or upload, or otherwise make available, Creator IP or files that contain images, photographs, software or other material that, or Mint, list, buy, sell or trade any Creator NFT that
 1. infringes or is in a manner infringing the copyright, trademark, patent, trade secret, privacy, publicity or other Intellectual Property Rights of others; or
 2. is libelous, defamatory, profane, obscene, pornographic, indecent, unlawful or otherwise objectionable;
- e. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of another user of the Platform;
- f. attempt to circumvent any content-filtering techniques on the Platform;
- g. engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities, including:
 1. trading an NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such NFT, unduly or improperly influencing the market price for such NFT trading on the Platform or establishing a price which does not reflect the true state of the market in such NFT;
 2. for the purpose of creating or inducing a false or misleading appearance of activity in an NFT or creating or inducing a false or misleading appearance with respect to

the market in an NFT: (A) executing or causing the execution of any transaction in an NFT which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of an NFT with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such NFT, has been or will be entered by or for the same or different parties; or

3. 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 an NFT;
- h. utilize the Platform 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;
- i. utilize the Platform to buy, sell or advertise personal, professional or business services, except with the prior written consent of Art Blocks;
- j. utilize the Platform to engage in token-based or other financings of a business, enterprise, venture, decentralized autonomous organization (“DAO”), software development project or other initiative, including initial coin offerings (“ICO(s)”), decentralized autonomous coin offerings (“DAICO(s)”), initial exchange offerings (“IEO(s)”), “yield farming” or other token-based fundraising events; or
- k. utilize the Platform primarily as a general-purpose communications or messaging or social networking platform.

4. PRICING AND FEES; PAYMENTS

- 4.1 **Initial Minting and Purchase Fee.** Art Blocks may charge a Fee to a Creator in connection with the Minting of a Creator NFT (“Initial Minting and Purchase Fee”). The amount of such Fee shall be expressed as a percentage of the total consideration paid for the Creator NFT, in each case, to the extent applicable (i) as indicated at the point of listing for such Creator NFT for sale on the Platform or (ii) as otherwise specified in the applicable Cover Page.
- 4.2 **Secondary Sale Fee.** In connection with any subsequent sale of a Creator NFT after its initial Minting (each such sale, a “Secondary Sale,”) for which Creator is entitled to a royalty, Art Blocks may charge a Fee (“Secondary Sale Fee”). Such Secondary Sale Fee may be coded into the Creator NFT and in such case shall apply to consideration paid in connection with all Secondary Sales of the Creator NFT.
- 4.3 **Appointment of Art Blocks as Limited Payments Agent.** Creator appoints Art Blocks as its limited payments agent for the sole purpose of receiving, holding and settling payments due and owed to the Creator arising out of (i) the Minting of Creator NFTs on the Platform; and (ii) any Secondary Sale of Creator NFTs. Art Blocks will process such payments and settle payments that are actually received by Art Blocks, less any amounts owed to Art Blocks, including taxes, fees and other obligations, and subject to the terms of this Agreement. Creator agrees that a payment received by Art Blocks, on behalf of Creator, satisfies the payor’s obligation to make payment to Creator, regardless of whether Art Blocks actually settles such payment to Creator. If Art Blocks does not settle any such payments as described in this Agreement to Creator, Creator will have recourse only against Art Blocks and not the payor, as payment is deemed made by the payor to Creator upon constructive or actual receipt by Art Blocks.

4.4 **Payments.** The proceeds due to Creator arising from the Minting of a Creator NFT (minus any applicable Fees) and any Secondary Sale Fees (collectively, “Proceeds”) will be due and payable to Creator within 30 days of Art Blocks’ receipt of payment for such Minting or sale, respectively. Any payments made with cryptocurrency will be paid out using the same cryptocurrency. Any payments made in fiat will be paid out in fiat. For the avoidance of doubt, Art Blocks will not be responsible for exchanging any tokens to fiat for Creator.

4.5 **Payment Processor.** All payments made under this Agreement shall take place on the Ethereum blockchain, unless otherwise specified at point of listing or point of purchase. Creator shall provide Art Blocks with an Ethereum wallet address, to which Art Blocks will transfer any Proceeds payable to Creator. Art Blocks shall have no liability arising out of or relating to the Ethereum wallet address provided by Creator (e.g., any errors, circumstances, acts or omissions resulting in loss of funds).

4.6 **Changes to Payment Processing.** Art Blocks 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 Art Blocks is subject to change at any time in Art Blocks’ sole discretion.

5. INDEMNIFICATION

Creator shall indemnify and hold harmless Art Blocks, its Affiliates and their respective representatives (the “Indemnitees”) from and against, and shall compensate and reimburse each of the Indemnitees for, any Damages that are directly or indirectly suffered or incurred at any time by any of the Indemnitees or to which any of the Indemnitees may otherwise directly or indirectly become subject at any time and which arise directly or indirectly from or as a result of, or are directly or indirectly connected with: (a) any act or omission of or attributable to Creator, including, without limitation, any act or omission involving any third party in connection with the Minting, listing, buying, selling or trading of any Creator NFTs hereunder; (b) any breach of or inaccuracy in any of the representations and warranties made by Creator; (c) any breach or non-performance of any covenant or agreement made by Creator; (d) Creator IP or the Minting, listing, buying, selling or trading of any NFTs; or (e) Creator’s use or misuse of the Platform, including for any Prohibited Uses. Without limiting the foregoing, Creator shall defend, indemnify and hold harmless Art Blocks from and against all Damages arising as a result of or in connection with any third-party claim alleging that Art Blocks’ use of Creator IP as contemplated by this Agreement infringes the Intellectual Property Rights of any third party.

6. REPRESENTATIONS AND WARRANTIES OF CREATOR

6.1 Creator hereby represents and warrants, to and for the benefit of Art Blocks, its Affiliates and its and their respective representatives, as follows:

- a. **Authority.** Creator has all requisite capacity, power and authority to enter into, and perform Creator’s obligations under these Ts&Cs, including to upload Creator IP or to Mint, list, buy, sell or trade any Creator NFTs. The execution, delivery and performance of, and the performance of Creator’s obligations under, these Ts&Cs have been duly authorized by all necessary action on the part of Creator and, if Creator is an entity, its board of directors or comparable authority(ies), and no other proceedings on the part of Creator are necessary to authorize the execution, delivery or performance of by Creator of its obligations under these Ts&Cs.
- b. **Due Execution.** These Ts&Cs constitute the legal, valid and binding obligation of Creator, enforceable against Creator in accordance with its terms.
- c. **Accuracy of Listing Information.** All Listing Information provided by Creator to Art Blocks is accurate, and Creator has the requisite capacity, power and authority to grant any rights in the Creator IP that Creator has so designated in the Listing Information.

- d. **Accuracy of Background Check Information.** All information provided to Art Blocks and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. None of: (i) Creator; (ii) any Affiliate of Creator; (iii) any Person having a beneficial interest in Creator; or (iv) any Person for whom Creator is acting as agent or nominee in connection with these Ts&Cs 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.
- e. **Non-Contravention.** These Ts&Cs do not, and the performance of Creator's obligations under these Ts&Cs and Creator's uploading of Creator IP or the Minting, listing, buying, selling or trading of any Creator NFTs will not: (i) if Creator is an entity, conflict with or violate any of the charter documents of Creator 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 Creator or any of the assets owned or used by Creator, 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 of Creator, permit held by Creator or Legal Requirement applicable to Creator.
- f. **Creator's Independent Investigation and Non-Reliance.** Creator is sophisticated, experienced and knowledgeable in the Minting, listing, buying, selling or trading of any NFTs. Additionally, Creator has conducted an independent investigation of the Platform and the matters contemplated by these Ts&Cs, has formed its own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making its determination to Mint, list, buy, sell or trade any Creator NFTs using the Platform, Creator has relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, Creator understands, acknowledges and agrees that the Legal Requirements pertaining to blockchain technologies and digital assets generally, including NFTs, are uncertain, and Creator has 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 Creator NFTs) may constitute securities under applicable Legal Requirements. Creator hereby irrevocably disclaims and disavows reliance upon any statements or representations made by or on behalf of, or information made available by, Art Blocks, in determining to enter into these Ts&Cs, Mint, list, buy, sell or trade any Creator NFTs or use the Platform.
- g. **Litigation.** There is no Legal Proceeding pending that relates to Creator's activities relating to the Minting of Creator NFTs or other token- or digital asset- trading or blockchain technology related activities.
- h. **Intellectual Property and Related Matters.** Creator is the sole and exclusive owner of all right, title and interest in and to all Intellectual Property Rights incorporated into or otherwise used, held for use or practiced in connection with (or planned by Creator to be incorporated into or otherwise used, held for use or practiced in connection with) the Creator IP and the Minting of the Creator NFTs, other than any Intellectual Property Rights that are validly licensed (or provided on a hosted basis) to Creator pursuant to valid and binding Intellectual Property Licenses granted to Creator.
- i. **Non-Disclosure of Rarity.** Creator has not disclosed and shall not disclose to any third party any facet of the Creator IP that generates or otherwise causes a Creator NFT Minted on the

Platform to embody a particular element, configuration, aspect, or other feature with greater or lesser regularity such that the appearance of such element, configuration, aspect, or other feature might create an appearance of rarity in a Creator NFT.

- j. **Compliance.** Creator has not failed to comply with, and has not violated, any applicable Legal Requirement relating to any blockchain technologies, token trading activities or Minting of NFTs. No investigation or review by any Governmental Entity is pending or, to Creator's knowledge, has been threatened against or with respect to Creator.
- k. **Orders.** There is no Order to which Creator or any representative of Creator is subject that prohibits Creator or such representative from engaging in or continuing any conduct, activity or practice relating to Minting of NFTs.

7. RELEASE

7.1 Definitions. For purposes of this Section 7:

- a. **"Art Blocks Persons"** mean Art Blocks, Art Blocks' Affiliates and Art Blocks' and Art Blocks' Affiliates' respective successors and past, present and future assigns and representatives.
- b. **"Claim"** means any past, present or future dispute, claim, controversy, demand, right, obligation, Liability, action or cause of action of any kind or nature, including any unknown, unsuspected or undisclosed claim.
- c. **"Liability"** means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

7.2 **Release.** Creator (on Creator's own behalf and on behalf of Creator's representatives and Affiliates) (Creator and such other Persons, the "Creator Persons") hereby irrevocably, unconditionally and completely releases, acquits and forever discharges each of the Art Blocks Persons from, and hereby irrevocably, unconditionally and completely waives and relinquishes, each and every Claim, that any Creator Person may have had in the past, may now have or may have in the future against any of the Art Blocks Persons, directly or indirectly relating to or directly or indirectly arising out of any event, matter, cause, thing, act, omission or conduct occurring, existing or arising in connection with the Creator IP, or the Minting, selling, buying or trading of any Creator NFT or other use of the Platform (including Prohibited Uses) or execution or performance of any obligations pursuant to these Ts&Cs, including any Claim based on a theory of quantum meruit, promissory estoppel or other equitable doctrine; provided, however, that Creator is not releasing any rights expressly provided to Creator under these Ts&Cs.

7.3 Unknown Claims

- a. If Creator or any or other Creator Person may have any rights under Section 1542 of the Civil Code of the State of California, Creator hereby (on Creator's own behalf and on behalf of the other Creator Persons): (A) represents, warrants and acknowledges that Creator and such other Creator Persons (1) have been fully advised by their respective attorneys of the contents of Section 1542 of the Civil Code of the State of California and (2) understand the implications thereof; and (B) hereby expressly waive the benefits thereof and any rights that they may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows: "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.”

- b. Creator (on Creator’s own behalf and on behalf of the other Creator Persons) hereby waives the benefits of, and any rights that any of them may have under, any statute, common law or other Legal Requirement regarding the release of unknown claims in any jurisdiction.

7.4 **Necessary Actions.** Creator represents and warrants that Creator has taken all actions necessary or appropriate to give full effect to the release given by Creator (on such Creator’s own behalf and on behalf of the other Creator Persons) in this Section 7.

7.5 **Further Assurances.** Creator agrees that Creator shall execute and deliver (and ensure that the other Creator Persons execute and deliver) to Art Blocks and the other Art Blocks Persons such instruments and other documents, and shall take (and ensure the other Creator Persons take) such other actions, as Art Blocks may request in good faith for the purpose of carrying out or evidencing the release and related matters set forth in this Section 7. Without limiting the generality of the foregoing, Creator agrees that Creator will not assert or attempt to assert, and will ensure that none of the other Creator Persons will assert or attempt to assert, any Claim of the type described or referred to in Section 7.2 against any Art Blocks Person at any time after the effectiveness of these Ts&Cs.

8. RISKS, DISCLAIMERS, AND LIMITATIONS OF LIABILITY

8.1 **No Consequential, Incidental or Punitive Damages.** Notwithstanding anything to the contrary contained in these Ts&Cs, Art Blocks shall not be liable to Creator or any other person, whether in contract, tort (including pursuant to any cause of action alleging negligence), warranty or otherwise, for special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to these Ts&Cs, whether or not Art Blocks has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

8.2 **Limitation of Liability.** Art Blocks’ liability for Damages to Creator, including but not limited to the loss of any proceeds from the sale of NFTs under the custody or control of Art Blocks, other than as a direct result of fraud, gross negligence or intentional misconduct by Art Blocks, shall in all cases be limited to, and under no circumstances shall exceed, the amounts retained by Art Blocks in connection with the Minting and sale via the Platform of Creator NFTs.

8.3 **Disclaimer of Representations.** The Platform is being provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, Art Blocks is not making, and hereby disclaims, any and all information, statements, omissions, representations and warranties, express or implied, written or oral, equitable, legal or statutory, in connection with the Platform and the other matters contemplated by these Ts&Cs, including any representations or warranties of title, non-infringement, merchantability, usage, security, uptime, reliability, suitability or fitness for any particular purpose, workmanship or technical quality of any code or software used in or relating to the Platform. Creator acknowledges and agrees that use of the Platform is at Creator’s own risk.

8.4 **No Responsibility for NFTs; No Guarantee of Uniqueness or IP.** Art Blocks has no responsibility for the NFTs Minted, sold, bought or traded by Creator through the Platform. Art Blocks does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any NFT created or traded by Creator on the Platform. For the avoidance of doubt, Creator shall comply with, and Art Blocks shall have no responsibility for any failure of Creator to comply with, any terms regarding the authenticity, originality, uniqueness, scarcity or other

description or characteristics of the Creator NFTs furnished by or on behalf of Creator and displayed by Art Blocks on or through the Platform.

8.5 Third-Party Platform and Content. References, links or referrals to or connections with or reliance on third-party resources, products, services or content, including smart contracts developed or operated by third parties (“Third-Party Content”), may be provided to Creator in connection with the Platform. In addition, third parties may offer promotions related to the Platform. Art Blocks does not endorse or assume any responsibility for any Third-Party Content or promotions owned, controlled, operated or sponsored by third parties. If Creator accesses any such Third-Party Content or participates in any such promotions, Creator does so solely at its own risk. Creator hereby expressly waives and releases Art Blocks from all liability arising from Creator’s use of any such Third-Party Content or participation in any such promotions. Creator further acknowledges and agrees that Art Blocks shall not be responsible or liable, directly or indirectly, for any Damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Third-Party Content or promotions from third parties. When accessing any Third-Party Content, the applicable third party’s terms of service and policies apply, including the third party’s privacy and data gathering practices. Creator should make whatever investigation Creator feels necessary or appropriate before proceeding with any transaction in connection with such Third-Party Content.

8.6 Other Users. Creator’s interactions with other Platform users are solely between same. Creator agrees that Art Blocks will not be responsible for any loss or Damage incurred as the result of any such interactions. If there is a dispute between users, Art Blocks is under no obligation to become involved.

9. TERM AND TERMINATION

Subject to this Section, these Ts&Cs will remain in full force and effect while Creator accesses the Platform. Art Blocks may suspend or terminate Creator’s rights to use the Platform at any time for any reason at Art Blocks’ sole discretion, including for any use of the Platform in violation of these Ts&Cs. Upon termination of Creator’s rights under these Ts&Cs, Creator’s Account and right to access and use the Platform will terminate immediately. Art Blocks reserves the right to remove any listings of Creator IP from the Platform following or in connection with such termination. Art Blocks will not have any liability whatsoever to Creator for any termination of Creator’s rights under these Ts&Cs, including for termination of your Account. Even after Creator’s rights under these Ts&Cs are terminated, the following Sections of these Ts&Cs will remain in effect: 1, 2.3, 2.4, 2.5, 3.33, 4.3, 5, 6, 7, 8, 9 (the final two (2) sentences), and 10.

10. GENERAL

10.1 Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with Art Blocks and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- a. **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Ts&Cs or the use of any product or service provided by Art Blocks that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the Ts&Cs of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Art Blocks, and to any subsidiaries, Affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Ts&Cs.
- b. **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”)

describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Art Blocks should be sent to: hannah@artblocks.io.³ After the Notice is received, you and Art Blocks may attempt to resolve the claim or dispute informally. If you and Art Blocks do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- c. **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Ts&Cs. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Art Blocks made to you prior to the initiation of arbitration, Art Blocks will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.
- d. **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- e. **Time Limits.** If you or Art Blocks pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- f. **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Art Blocks, and the dispute 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 AAA Rules, and the Ts&Cs. 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

³ Cooley NTD: Please insert contact information for notice of arbitration here. If you choose to use an email address for such notice, we would recommend setting up an email alias for the specific purpose of receiving notices of arbitration, and ensuring that such alias is regularly monitored.

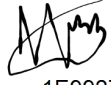
has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Art Blocks.

- g. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Art Blocks in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND ART BLOCKS WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- h. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- i. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce these Ts&Cs, to enforce an arbitration award, or to seek injunctive or equitable relief.
- j. **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, 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.
- k. **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- l. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Art Blocks.
- m. **Small Claims Court.** Notwithstanding the foregoing, either you or Art Blocks may bring an individual action in small claims court.
- n. **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- o. **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- p. **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Houston, Texas for such purpose.

- 10.2 **Governing Law.** These Ts&Cs, and your access to and use of the Platform, shall be governed by and construed and enforced in accordance with the laws of the State of Texas, 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 Houston, Texas.
- 10.3 **Export.** The Platform may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Art Blocks, or any products utilizing such data, in violation of the United States export laws or regulations.
- 10.4 **Electronic Communications.** The communications between you and Art Blocks use electronic means, whether you use the Platform or send us emails, or whether Art Blocks posts notices on the Platform or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Art Blocks in an electronic form; and (b) agree that all Ts&Cs and conditions, agreements, notices, disclosures, and other communications that Art Blocks provides to you electronically satisfy any Legal Requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
- 10.5 **Entire Ts&Cs.** These Ts&Cs constitute the entire agreement between you and us regarding the use of the Platform. Our failure to exercise or enforce any right or provision of these Ts&Cs shall not operate as a waiver of such right or provision. The section titles in these Ts&Cs are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Ts&Cs is, for any reason, held to be invalid or unenforceable, the other provisions of these Ts&Cs will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Art Blocks is that of an independent contractor, and neither party is an agent or partner of the other. These Ts&Cs, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Art Blocks’ prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Art Blocks may freely assign these Ts&Cs. The Ts&Cs and conditions set forth in these Ts&Cs shall be binding upon assignees.

8/20/2021

Ilya Borisov

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