



## 1. Introduction

Welcome to the Authic.io website, owned and operated by Authic B.V. (“Authic”). These Terms of Use (these “Terms”) govern your access to and use of the Authic website; including without limitation the creation, purchase, sale, exchange, or modification of Crypto Assets (as defined below); our online and/or mobile services, and software provided on or in connection with those services (collectively, the “Service”).

This Service also allows you to sell and purchase Crypto Assets via auction. You may only participate in the Auction by linking your digital wallets on supported bridge extensions such as MetaMask (<https://metamask.io/>). MetaMask is an electronic wallet, which allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting up your unique digital asset for Auction or putting in an offer to purchase a unique digital asset from another user, we will ask you to download a supported electronic wallet extension, and connect and unlock your digital wallets with that extension. Once you submit an order to sell or purchase a unique digital asset, your order is passed on to the applicable extension, which completes the transaction on your behalf.

“Crypto Assets” refers to unique non-fungible tokens, implemented on the Ethereum blockchain (the “Ethereum Platform”) using smart contracts.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT (<https://metamask.io/terms.html>) AND (<https://metamask.io/privacy.html>)

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

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE ON AUTHIC. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, AUTHIC MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE PLATFORM.

THESE TERMS OF USE ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY.

BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, USING OUR SERVICES AND/OR PURCHASING CRYPTO ASSETS, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. If you do not agree to these Terms, you may not access or use the Service or purchase the Crypto Assets.

Authic reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating

the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

## 2. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and share personal information about you.

## 3. Account Registration and Communication Preferences

- a. If you wish to participate in an Auction for Crypto Assets, you will need to register for an account on the Service (“Account”). By creating an Account, you agree to (a) provide accurate, current and complete Account information about yourself, (b) maintain and promptly update from time to time as necessary your Account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your Account. Authic will block multiple accounts of the same user. Also, you agree that you will not:
  - create another account if we’ve disabled one you had unless you have our written permission first;
  - buy, sell, rent or lease access to your Account or username unless you have our written permission first;
  - share your Account password with anyone; or
  - log in or try to log in to access the Service through unauthorized third party applications or clients.
- b. Authic may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Authic may also require you to provide additional information and documents in cases where it has reasons to believe that:
  - Your Account 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 Account were effected in breach of these Terms.

In such cases, Authic, in its sole discretion, may pause or cancel your Auction transactions until such additional information and documents are reviewed by Authic and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Authic may refuse to provide the Content (defined in Section 4(A) below) to you.

- c. By creating an Account, you consent to receive electronic communications from Authic (e.g., via email or by posting notices to the Service). These communications may include notices about your Account (e.g., password changes and other 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 may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
- d. By submitting personal data through our Site or Services, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.
- e. You must provide all equipment and software necessary to connect to the Service and services, including but not limited to, a mobile device that is suitable to connect with and use Service and services, in cases where the Service offers a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service or services.

## 4. Ownership

- a. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Authic 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 Authic or our affiliates, licensors or users, as applicable.
- b. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Authic or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
- c. The Authic logo and any Authic product or service names, logos or slogans that may appear on the Service or Service are trademarks of Authic 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 “Authic” or any other name, trademark or product or service name of Authic or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Authic 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 Authic names or logos mentioned on the 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 Authic.

## 5. License to Access and Use Our Service and Content

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Service and Content; provided, however, that such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Service or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (f) use the Service or Content other than for their intended purposes.

## 6. Third Party Services

The Service may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Service and are subject to the Terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications and are not under the control of Authic. Authic is not responsible for any Third-Party Websites or Third-Party Applications. Authic provides these Third-Party Websites 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 Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our 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 Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

## 7. User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Service or participating in the Auction. You agree that you will abide by these Terms and will not:

- a. Provide false or misleading information to Authic;
- b. Use or attempt to use another user’s Account without authorization from such user and Authic;
- c. Create or list counterfeit items;
- d. Pose as another person or create a misleading username;
- e. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the 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 Service;
- g. Reverse engineer any aspect of the 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 Service;

- h. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the 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 Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- j. Use data collected from our Service to contact individuals, companies, or other persons or entities;
- k. Use data collected from our 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 Service;
- m. Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;
- n. Use the Ethereum Platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Ethereum Platform, or the Service;
- o. Engage in wash trading or other deceptive or manipulative trading activities;
- p. Place misleading bids or offers;
- q. Spam listings for the purpose of causing a listing to appear at the top of the search results;
- r. Engage in behaviors that have the intention or the effect of artificially increasing view counts, favorites, volume, or other metrics that Authic might use to sort search results;
- s. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
- t. Use the Service from a country sanctioned by the government of the United States; or
- u. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners rights to participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

Authic facilitates trade among a diverse community of buyers and sellers. Openness is one of our most prized values, and we're committed to providing a platform for the exchange of a wide range of content, including controversial content. These policies ensure that our marketplace offers the widest selection of assets possible while promoting trust and respect, as well as adherence to the law.

Authic has always exercised judgment in allowing or disallowing certain assets, listings, smart contracts, and collections consistent with the spirit of openness in a worldwide community of users of a radical new technology. We carefully consider the complete situation and all its details in light of our policies before deciding to remove inappropriate assets, listings, smart contracts, and collections when we discover them or they're brought to our attention.

Assets, listings, smart contracts, and collections that Authic deems inappropriate, disruptive, or illegal are prohibited on Authic. Authic reserves the rights to determine the appropriateness of listings on its site and remove any listing at any time. If you create or



offer an asset, listing, smart contract, or collection in violation of these policies, we will take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting your Authic account, and permanently withholding referral payments and developer revenue sharing fees. Authic cannot destroy or impound your assets or smart contracts, but we reserve the right to destroy inappropriate metadata stored on our servers.

Assets, listings, smart contracts, and collections that include metadata 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 are prohibited on Authic and will be removed.

Assets, listings, smart contracts, and collections 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 are prohibited on Authic and will be removed.

The sale of stolen assets, converted assets, fraudulently obtained assets, assets taken without authorization, and other illegally obtained assets on Authic is prohibited. Listing illegally obtained assets may result in your listings being cancelled, your assets being hidden, or your account being suspended.

If you have reason to believe that an asset listed on Authic was illegally obtained, please contact us immediately at [info@authic.io](mailto:info@authic.io). Include the asset's ID, the asset's contract address, and evidence demonstrating that the asset was illegally obtained. Authic will review your claim and reply within 72 hours. If we determine from the evidence that the asset is stolen, we will hide it or disable trading of it.

We require all users to be 18 years old or older.

## **8. User Information and Copyright**

You are solely responsible for your use of the Services and for any User Information you provide, including compliance with applicable laws, rules, and regulations. We take no responsibility for the User Information posted or listed via the Services.

You retain your rights to any User Information you submit, post, or display using the Services.

By submitting, posting or displaying User Information on or through the Services, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you submit or post on or through the Services or through tools or applications we provide for posting or sharing such content (collectively "User Information") for our lawful business purposes, including to provide, promote, and improve the Services.

Authic does not claim that submitting, posting or displaying User Information on or through the Services gives Authic any ownership or resale rights in your User Information. We're not saying we own it or will resell it. We're just saying we might show it off a bit.



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 Information that you submit, post or display on or through the Services. You agree that such User Information 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 Authic the license described above.

Authic reserves the right to remove content without prior notice. Authic will take down works in response to formal infringement claims and will terminate a user's access to the Services if the user is determined to be a repeat infringer.

Formal infringement claims regarding content on the Services must include:

- a. A written communication delivered to the agent designated above;
- b. A physical or electronic signature of someone authorized to act on behalf of the copyright owner;
- c. Identification of the copyrighted work(s) allegedly infringed;
- d. Identification of material claimed to be infringing, reasonably sufficient to permit Company to locate the material;
- e. Information reasonably sufficient to permit Company to contact the complaining party. This can be an address, phone number, email address, or other suitable method of contact;
- f. A statement that the “complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and”
- g. A statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

If you believe that your likeness has been used in a way that violates your personality rights, please report this by contacting our designated personality rights agent at:

Authic B.V.

[Adres Authic B.V.]

[info@authic.io](mailto:info@authic.io)

[Telefoonnummer Authic B.V.]

Formal claims regarding content on the Services must include:

- h. A written communication delivered to the agent designated above;
- i. A physical or electronic signature of someone authorized to act on behalf of the person or the estate affected;
- j. Identification of material claimed to be violating, reasonably sufficient to permit Company to locate the material;
- k. Information reasonably sufficient to permit Company to contact the complaining party. This can be an address, phone number, email address, or other suitable method of contact;

- l. A statement that the “complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the person or the estate affected, its agent or the law; and”
- m. A statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the person or the estate.

## 9. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Authic, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Authic Parties”), 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 pursuing indemnification and insurance), of every kind and nature whatsoever, 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 Service, User Information or Crypto Assets, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of a third party, including another user or MetaMask. You agree to promptly notify Authic of any third party Claims and cooperate with the Authic Parties in defending such Claims. You further agree that the Authic Parties 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 WRITTEN AGREEMENT BETWEEN YOU AND AUTHIC.

## 10. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY AUTHIC, THE SERVICE, CONTENT CONTAINED THEREIN, AND CRYPTO ASSETS LISTED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. AUTHIC (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. AUTHIC 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, CONTENT CONTAINED THEREIN. AUTHIC 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 AUTHIC





ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, AUTHIC CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, ANY CRYPTO ASSETS 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 LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF CRYPTO ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR CRYPTO ASSETS.

CRYPTO ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT AUTHIC OR ANY AUTHIC PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY CRYPTO ASSETS.

Authic is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the Crypto Assets. Authic is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting Crypto Assets including forks, technical node issues or any other issues having fund losses as a result.

Nothing in these Terms 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

You accept and acknowledge:

- a. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Crypto Assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Crypto Assets will not lose money.
- b. You are solely responsible for determining what, if any, taxes apply to your Crypto Assets transactions. Neither Authic nor any other Authic Party is responsible for determining the taxes that apply to Crypto Assets transactions.
- c. Our Service does not store, send, or receive Crypto Assets. This is because Crypto Assets exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of Crypto Assets occurs within the supporting blockchain and not on this Service.
- d. There are risks associated with using an Internet based currency, 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 information stored within your wallet. You accept and acknowledge that Authic will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Crypto Assets, however caused.
- e. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of Crypto Assets.
- f. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Auction and/or Service and the utility of Crypto Assets.
- g. The Service will rely on third-party platforms such as MetaMask to perform the transactions for the Auction of Crypto Assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- h. 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. Authic reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on Authic. Under no circumstances shall the inability to view your assets on Authic serve as grounds for a claim against Authic.

## 12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL AUTHIC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE,

PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF AUTHIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE 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 AUTHIC ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, CRYPTO ASSETS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY AUTHIC FROM THE SALE OF CRYPTO ASSETS THAT ARE THE SUBJECT OF THE CLAIM.

### 13. Modifications to the Service

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) or suspend or discontinue the Auction at any time and without liability therefore.

### 14. Governing Law and Venue

These Terms, your access to and use of the Service and Content, and your participation in the Auction shall be governed by and construed and enforced in accordance with the laws of the Netherlands. Any disputes that arise will in the first instance be heard by the competent court in Amsterdam, to the exclusion of any other court.

### 15. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the 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.

### 16. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.