

TERMS OF SERVICE

Effective: July 15, 2021

Welcome to the MinterPop.com website (the “**Site**”), owned and operated by InterPop, LLC (“**InterPop**”, “**we**”, “**us**”, “**our**”). Please read these Terms of Service carefully before using the Services (as defined below). These Terms of Service govern your use of and access to the Site, all related mobile apps, tools, smart contracts, products and services that we may offer from time to time (collectively, the “**Services**”).

THIS IS A LEGAL AGREEMENT (“**AGREEMENT**”) BETWEEN YOU, THE END USER, AND INTERPOP. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CONTINUING TO USE THE SERVICES AND CREATING YOUR ACCOUNT. BY USING THE SERVICES, CREATING AN ACCOUNT, AND/OR BUYING OR SELLING A WORK (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE ANY SERVICES. YOUR USE OF THE SERVICES MEANS THAT YOU AGREE TO THE TERMS OF THIS AGREEMENT.

BY ACCESSING OR USING THE SERVICES, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, AND (2) YOU REPRESENT AND WARRANT THAT YOU ARE NOT PROHIBITED BY LAW FROM ACCESSING OR USING THE SERVICES IN YOUR JURISDICTION. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER. PLEASE READ THE “**ARBITRATION**” SECTION BELOW FOR ADDITIONAL INFORMATION.

1. MODIFICATIONS AND UPDATES TO THIS AGREEMENT

The world of technology, non-fungible tokens and cryptocurrency is changing and evolving rapidly. We reserve the right, at any time, to modify, alter, and/or update this Agreement, and any such modifications, alterations, or updates will be effective upon our posting of the revised Agreement. We will use reasonable efforts to notify you in the event material changes are made to this Agreement, such as by posting a notice on the Site or sending you an email. Your continued use of the Services following our posting of any revised Agreement will constitute your acknowledgement of the amended Agreement. We encourage you to review this Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Services. If you do not agree to the revised Agreement, you may not access or use the Services.

2. ELIGIBILITY

The Services are offered and available to natural persons who are 18 years of age or older. IF YOU ARE 16 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE, THEN YOU AGREE TO REVIEW THIS AGREEMENT WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THIS AGREEMENT. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THIS AGREEMENT ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THIS AGREEMENT FOR THE BENEFIT OF A CHILD 16 OR OVER, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD’S USE OF THE SERVICES, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

3. PRIVACY

Please review our Privacy Notice in order to learn about our practices with respect to the collection and processing of your information, which is accessible at (<https://www.minterpop.com/privacy.pdf>). The Privacy Notice is hereby incorporated by reference into this Agreement.

4. FAQ ABOUT MINTERPOP

We have prepared answers to some frequently asked questions to help you understand how MinterPop works.

Q: What is the Marketplace?

A: The Services offer a virtual marketplace (the “**Marketplace**”) featuring digital artworks, including, but not limited to, visual works, audiovisual works, audio works, images, photographs, animations, and other types of creative digital works (each a “**Work**,” and collectively, “**Works**”). Users can purchase, sell, transfer and display their Works through the Marketplace, each of which is represented by a corresponding unique, cryptographic token (also known as a non-fungible token, or “**NFT**”) that is recorded on the public Tezos blockchain.

Q: How do I know Works on the Marketplace are authentic?

A: We only sell the digital artwork of artists that have been curated and approved by InterPop. All Works are authenticated and “minted” by the original artist, which means that the artist creates a corresponding NFT that is permanently stored and tracked on the Tezos blockchain and can never be modified or deleted by anyone else. The NFT is a representation of the Work (it is not the Work itself), which serves as an indelible record of authenticity and ownership. For each Work available on the Marketplace, you can see and confirm the NFT associated with the Work on the Tezos blockchain, so you know you’re getting the original.

Q: How does InterPop know the artists creating the Works are legitimate?

A: InterPop hand-picks and vets each artist whose Works are featured on the Marketplace. Once an artist meets InterPop’s selection criteria, the artist must (i) upload his/her original digital Works, (ii) provide information about each Work, and (iii) authenticate the Work. InterPop will then mint the Work using a smart contract. This process helps to ensure that the artist is genuine, and that his/her Work is an authentic original.

We also require each artist to contractually represent and warrant that he/she owns all rights, title and interest in and to the Work, which means that the artist is promising that he/she is the original creator of (or otherwise has all rights in and to) the Work, and is not impersonating someone else.

Q: Do I have to create an account to browse or make purchases on the Marketplace?

A: An account is not required in order to access or browse the Marketplace. However, an account is required in order to purchase or sell Works on the Marketplace. Before making your first purchase, we will ask you to create a MinterPop account. When you create a MinterPop account, you will simultaneously create an account with our cryptocurrency processor, Kukai, to set up your digital Kukai wallet (“**Kukai Wallet**”). If you already have a Kukai Wallet, you will be able to link it to your MinterPop account. Kukai is an electronic wallet, which allows you to store, and engage in transactions using Tezos cryptocurrency. To learn more about Kukai, visit <https://wallet.kukai.app/>.

Q: How do I purchase a Work?

A: Each artist decides whether to list his/her Work for sale at a fixed price for immediate purchase, or through an auction. If the artist decides to list a Work for sale through an auction, the artist will set the minimum price and the duration of the auction (the “**Auction Period**”). Bidding will begin once the auction goes live, and will be accepted during the Auction Period. The highest bidder at the close of the Auction Period will win.

AS FURTHER DISCUSSED BELOW, USERS ARE STRICTLY PROHIBITED FROM ENGAGING IN ANY TRANSACTIONS ON THE MARKETPLACE, INCLUDING MAKING A PURCHASE OR SUBMITTING A BID, USING AN AUTOMATED, SCRIPTED OR PROGRAMMATIC TOOL.

Q: How can I pay for Works?

A: Works that are available for sale at a fixed price may be purchased with a credit card or Tezos cryptocurrency through your linked Kukai Wallet. Works that are listed for sale through auction may only be purchased using Tezos. Once you have placed a bid, the corresponding Tezos amount will be sent to the smart contract to be held in escrow. If you are outbid, the Tezos will be returned to your Kukai Wallet (less the applicable transaction fees, called “gas fees”).

When you make a purchase with Tezos cryptocurrency (either at a fixed price or as the result of a winning bid in an auction), your order is processed by Kukai and recorded on the public Tezos blockchain. This means that your transaction will be publicly viewable and traceable, forever. Please note that you are solely responsible for all applicable taxes due in connection with your purchase, sale, and/or transfer of a Work through the Marketplace. MinterPop is not responsible for determining the taxes that may apply to any digital asset transactions.

Q: What should I know about transactions processed on the public Tezos blockchain?

A: Transactions made with Tezos cryptocurrency will be processed on the public Tezos blockchain, and your Tezos wallet address will be publicly visible when you engage in a transaction on the Marketplace. Once you purchase a Work through the Marketplace, the transaction will be permanently stored and tracked on the Tezos blockchain. We neither own nor control Kukai, the public Tezos blockchain, or any other third party site, product, or service that you might access or use for the purpose of enabling transactions with Tezos cryptocurrency on the Marketplace.

Q: When will purchases transfer to my Kukai Wallet?

A: If you purchase Works with Tezos cryptocurrency, your purchase(s) will be transferred to your Kukai Wallet after your transaction is processed. Please note that it may take up to **72 hours** for your purchases to be transferred and appear in your Kukai Wallet.

Q: Can I sell my Works on the Marketplace?

A: You can sell or transfer Works to others through the Marketplace, as long as you purchased the Works through an InterPop platform (such as, without limitation, InterPop Comics or MinterPop) and they are reflected in your Kukai Wallet. If you would like to sell a Work purchased through an InterPop platform through the Marketplace, we will pay the gas fee associated with such sale.

Q: Can I sell my Works outside of the Marketplace?

A: While we encourage users to sell their purchased Works on our Marketplace in order to support the artists and the Marketplace, users are permitted to sell or transfer their Works on third-party exchanges (“**Off-Site Transactions**”). The artist and all other users hereby waive any entitlement to royalties, commissions, or fees for Off-Site Transactions. If you decide to sell a Work in an Off-Site Transaction, you irrevocably release, acquit, and forever discharge InterPop and its subsidiaries, affiliates, officers, directors, members, managers, representatives, and successors from any and all liability for royalties, fines, or fees resulting or otherwise due from any Off-Site Transaction.

Q: Who sets the prices for the Works on the Marketplace, and what fees apply?

A: For primary sales (meaning the first sale of the Work sold on the Marketplace), the artist of the Work will either set a fixed price, or a minimum auction bid, for his/her Work. For secondary sales (meaning Works sold by MinterPop users through the Marketplace), the user selling the Work sets a fixed price for the Work. All secondary sales on the Marketplace are subject to a 20% transactional administrative fee, which is paid by the seller.

By transacting on the Marketplace, you hereby acknowledge, consent to, and agree to the automated collection and disbursement of fees for all transactions, including without limitation, secondary sales of Works, and you hereby waive any first sale defense or argument with respect to secondary sales resulting in a royalty to artists.

Q: What is InterPop’s role here?

A: InterPop is a non-custodial service provider. This means that, while the Services allow users to purchase, collect and display Works, InterPop is not the custodian of those Works and is therefore not responsible for such Works. Neither the Site nor Services give InterPop custody, possession, or control over any Work or Tezos cryptocurrency at any time during any Marketplace transaction.

Further, InterPop is not a broker, a lender, a creditor or a bank. The Marketplace is an administrative platform intended to facilitate peer-to-peer transactions, but InterPop is not a party to any transaction occurring on the Marketplace.

Q: What rights do I have to my purchased Works?

A: When you purchase a Work on the Marketplace, you own a unique cryptographic token representing the artist’s digital Work, but you do not own the digital Work itself. Rather, once you purchase a Work, the artist grants you a limited, worldwide, non-sublicenseable, royalty-free license to publicly and privately display the Work. Except for the limited license granted by this Agreement, the artist is not transferring and you do not have any right, title, or ownership interest in or to any copyrights, trademarks, or other intellectual property rights in the Work itself. The artist reserves all exclusive copyright rights to the underlying the Work, including, but not limited to, the right to reproduce, prepare derivative works, display, perform, distribute and exploit the Work.

Q: Can I share my Works with friends? What else can I do with my Works?

A: You can share your collection of Works with anyone you would like. After you sign in to your account, you can click the “My Collection” button to see your full collection of NFTs stored in your Kukai Wallet. From there, you can click the “share” button to share a specific Work with anyone.

As mentioned above, the artist of the Work is granting you a limited license to display or perform the Work: (i) for the purpose of promoting or sharing your purchase of or interest in the Work; (ii) for the purpose of sharing, promoting, discussing, or commenting on the Work; (iii) on third party marketplaces, exchanges, or applications to sell, transfer, or trade the cryptographic token representing Work; and (iv) within decentralized virtual environments, such as, without limitation, virtual galleries and museums.

Q: What can I not do with my Works?

A: In addition, and without limitation, to the exclusive copyright rights retained by the artist described above, you are also prohibited from making any “commercial use” of the underlying Work without the artist’s express prior permission. For example, this means that you cannot sell copies of the Work, sell access to the Work, sell derivative works embodying the Work, or otherwise commercially exploit the Work (such as printing the Work and selling posters or t-shirts embodying the Work, or incorporating the Work into another digital work, such as a game).

5. ACCOUNT REGISTRATION AND COMMUNICATION PREFERENCES

By creating an account, you agree to provide accurate, current and complete information about yourself, and to maintain and promptly update as necessary your account information. You are solely responsible for the security of your InterPop account and your Kukai Wallet, and you agree to maintain the security of your account, associated password and seed phrase. Do not share your password or seed phrase with

any other person. You must notify us immediately by email at info@InterPop.io if you discover or otherwise suspect any security breaches related to your account.

By creating an account, you consent to receive electronic communications from InterPop, which may include notices about your account and other transactional information. 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.

6. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that we or our licensors own all legal right, title and interest in and to all elements of the Services. The Services, and all of its contents, including without limitation, the MinterPop name and logo, and all text, photographs, images, illustrations, graphics, video material, audio material, blog posts, software, tools, logos, titles, characters, names, button icons and the selection and arrangement thereof on the Site (collectively “**Site Content**”), are or may be protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Site Content is owned or controlled by us or by other parties that have provided rights thereto to us.

Except as expressly set forth herein, you may not, and agree that you will not, use, publish, reproduce, display, distribute, or modify the Site Content or any portion thereof, for any purpose or by any means, method, or process. Modification of the materials appearing on the Services or use of such materials for any purpose not expressly set forth herein is a violation of our copyright and other proprietary rights. We reserve all rights in and to the Site Content, other than the limited license granted to you in this Agreement.

7. TRADEMARKS

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8. LICENSE

Our License to You: You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and personal license to access and use the Services and Site Content; provided, however, that such license is subject to the terms of this Agreement and does not include any right to (a) sell, resell or use commercially the Services or Site Content, (b) distribute, publicly perform or publicly display any Site Content, (c) modify or otherwise make any derivative uses of the Services or Site 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 Services or Site Content, except as expressly permitted by us, and (f) use the Services or Site Content other than for their intended purposes.

Your License to Us: If you submit any ideas, suggestions, comments or feedback to us about the Services (collectively, “**Feedback**”), you hereby grant us a perpetual, non-exclusive, worldwide, royalty-free, irrevocable, sublicenseable license to use and disclose your Feedback for any purpose, including without limitation, as part of the Services and any improvements and modifications thereto. You acknowledge and agree that we shall have no obligation to compensate you for any use of your Feedback, nor will we be under any obligation to use any Feedback you may submit.

9. THIRD PARTY WEBSITES AND APPLICATIONS

The Services may contain links to third party websites, services, and applications that are not owned, operated or controlled by us. All such links are provided solely as a convenience to you. We do not control, recommend or endorse and are not responsible for these websites or applications or their content, products, services or privacy policies or practices. When you access these third party websites, services, or applications, you leave our Services, and we are not responsible for, and do not control, the content, security, or privacy practices employed by any third party websites, services, or applications. In no event shall we be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the third party websites, services, or applications, or the information or material accessed through these third party websites, services, or applications. If you decide to access any other website or application linked to or from the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such third party websites, services, or applications.

10. ACCEPTABLE USE AND USER CONDUCT

You are solely responsible for your use of and access to the Services. You may not use, or encourage, promote, facilitate or instruct others to use, the Services, or any part thereof, to:

- Provide, submit or upload false, inaccurate or misleading information;
- Impersonate another user, person or entity, or use or attempt to use another user's account without express written consent from such user and InterPop;
- Infringe upon, misappropriate or violate any other party's intellectual property, privacy, publicity, statutory, legal, personal or other rights;
- Collect, track, harvest or otherwise collect information about others, including without limitation email addresses, without proper consent;
- Send, upload, promote, distribute, disseminate, incite or encourage any unlawful, defamatory, disparaging, harassing, insulting, abusive, harmful, discriminatory, threatening, intimidating, malicious, fraudulent, violent, obscene, or otherwise objectionable content;
- Upload, transmit or distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other type of malicious code, or items of a destructive or deceptive nature, that could interfere with, disrupt, affect, damage, harm or impair the functionality or operation of the Services or of any related website, other websites, or the Internet, or that would restrict or inhibit any other person from using the Services;
- Modify, adapt, translate, copy, reproduce, duplicate, archive, download, publish, distribute, reverse engineer, decompile or disassemble the Services or portion thereof by any means, other than as expressly permitted by this Agreement or as otherwise clearly contemplated by the features and functionalities of the Services;
- Reformat, frame or mirror any portion of the Services;
- Use any robot, spider, site search/retrieval application, crawler, scraper, script, browser extension, offline reader or similar data mining, gathering or extraction tools or methods, whether automated, programmed or manual, not authorized by us to access or otherwise use the Services in any way;
- Undertake, engage, carry out, encourage, or promote any illegal or unauthorized activity that would violate, or assist in violation of, any law, statute, ordinance, or regulation, including, but not limited to, money laundering, terrorist financing, or deceptive or manipulative trading activities, or accepting, soliciting, offering or otherwise transacting on or outside the Marketplace with the intent to artificially devalue, inflate, or otherwise deceptively influence or misrepresent the price of Works on the Marketplace; or
- Use the Services for any other unlawful, improper or unethical purposes, or to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.

If you violate the terms of this Agreement, including without the limitation, the foregoing Acceptable Use standards, InterPop reserves the right, in its sole discretion, to suspend or terminate your account, including without limitation, your right to display and view your collection of Works on the Site and your right to resell your Works on the Site.

11. COPYRIGHT CLAIMS

InterPop respects the intellectual property rights of all creators. If you believe that any Site Content or Works available on the Marketplace violate or infringe upon your copyrights, you may submit a written notice to us in accordance with the Digital Millennium Copyright Act (the “DMCA”) containing the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
2. Identification of the copyrighted work(s) claimed to have been infringed.
3. Identification of the material that is claimed to be infringing, and information reasonably sufficient to permit us to locate the material on the Site. Note that including specific URLs in your notice will help us to quickly identify the allegedly infringing material.
4. Information reasonably sufficient to permit us to contact you (the complaining party), such as an address, telephone number, or email address where you (the complaining party) may be contacted.
5. A statement that you (the complaining party) “have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.”
6. A statement that the information in the notice is accurate and, under penalty of perjury, that you (the complaining party) are authorized to act on behalf of the copyright owner.

Please send the DMCA notice to our designated Copyright Agent at:

Katten Muchin Rosenman LLP
Attn: Jessica G. Kraver
575 Madison Avenue
New York, New York 10022
Email: copyright@InterPop.io

Please include the following in the subject line of your letter and/or email: MinterPop.com DMCA Notice.

In response to a valid DMCA notice, InterPop reserves the right to remove the allegedly infringing content from the Site. Doing so may restrict access to, or the ability to view, the Work on the Marketplace and may also affect the owner’s ability to sell the Work through the Marketplace. InterPop will have no liability whatsoever to an artist, or the owner, of a Work that is removed from the Marketplace in response to a valid DMCA notice.

12. DISCLAIMER

VISITORS TO THE SITE OR SERVICES AGREE THAT THEIR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THE SITE OR SERVICES IS AT THEIR SOLE RISK. THE SITE, THE SERVICES AND ALL SITE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” INTERPOP MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (I) ANY WARRANTIES CONCERNING THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE CONTENT ON THE SITE OR SERVICES; AND (II) ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY,

FUNCTIONALITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE SITE, SERVICES, SITE CONTENT OR ANY WORKS. WE DO NOT REPRESENT, WARRANT OR GUARANTEE: (1) THAT THE SERVICES, ANY PORTION OF THE SITE OR SERVICES, OR E-MAILS SENT FROM OR ON BEHALF OF INTERPOP ARE OR WILL BE FREE FROM VIRUSES, SCRIPTS, WORMS, TROJAN HORSES, OR ANYTHING ELSE CONTAINING DESTRUCTIVE PROPERTIES; (2) THAT ACCESS TO THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (3) THE SITE OR SERVICES WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. 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 SITE OR SERVICES. WHILE INTERPOP ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND SITE CONTENT SAFE, INTERPOP CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, SITE CONTENT, ANY WORKS LISTED ON OUR SERVICES 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 IN ANY MANNER.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR ANY USE OR DISPLAY OF, OR INABILITY TO USE OR DISPLAY, WORKS, 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 SERVICES; OR (F) THE OUTCOME OF ANY AUCTION OR OTHER TRANSACTIONS CONDUCTED THROUGH THE MARKETPLACE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

By using the Services, you agree to indemnify, defend and hold InterPop and its past, present and future parent, affiliates and subsidiaries, and each of their respective officers, directors, members, managers, employees, service providers, agents, contractors, successors and assigns (collectively, the “**Indemnified Parties**”) harmless from and against any and all claims, demands, actions, damages, losses, liabilities, penalties, fines, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses, including any incurred in enforcement of this indemnity) (collectively, “**Losses**”) arising in any way from or in connection with (i) your use, or misuse, of the Site or Services or any goods and services available or purchased on or through the Site or Services: (ii) any violation by you of this Agreement, our Privacy Notice (<https://www.minterpop.com/privacy.pdf>) or any other policy posted on the Site applicable to your use of the Site or the Services; (iii) any Feedback you provide to us; and (iv) any violation of the rights of a third-party. The Indemnified Parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification hereunder, in which event, you agree to assist and cooperate with us in the defense or settlement of any Losses.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL INTERPOP, OUR PAST, PRESENT OR FUTURE PARENT, AFFILIATES OR SUBSIDIARIES, OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, SERVICE PROVIDERS, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR RELATED TO THE AVAILABILITY, USE,

RELIANCE ON, OR INABILITY TO USE, THE SITE, SERVICES, ANY SITE CONTENT OR OTHER MATERIALS, OR ANY WORKS ACCESSED ON OR PURCHASED THROUGH THE SERVICES, OR ANY THIRD PARTY SITES OR PRODUCTS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF INTERPOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR FOR DISPUTES AGAINST US IS TO DISCONTINUE YOUR USE OF THE SITE AND/OR SERVICES. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF INTERPOP ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE, SERVICES, SITE CONTENT, WORKS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT ACTUALLY RECEIVED BY INTERPOP FROM THE SALE OF THE GOODS OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM (LESS ALL COSTS, FEES, COMMISSIONS AND OTHER LIABILITIES INCURRED BY INTERPOP IN CONNECTION THEREWITH).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. ASSUMPTION OF CERTAIN RISKS

Due to the limited history of digital assets and the rapidly evolving nature of the digital asset market, it is not possible to know all of the risks involved in making an investment in digital assets, and new risks may emerge at any time. The following are some, but not all, of the risks associated with using the Services:

- **CRYPTOCURRENCY AND THE BLOCKCHAIN.** AS SET FORTH ABOVE, INTERPOP DOES NOT CONTROL THE PUBLIC TEZOS BLOCKCHAIN OR TAKE ANY POSSESSION, CUSTODY OR CONTROL OF THE TEZOS CRYPTOCURRENCY USED TO PURCHASE AN NFT. YOU ARE AWARE OF AND ACCEPT ALL RISKS ASSOCIATED WITH A CRYPTOGRAPHIC SYSTEM, INCLUDING THE TEZOS BLOCKCHAIN, DECENTRALIZED LEDGERS, SMART CONTRACTS, DIGITAL WALLETS, AND NON-FUNGIBLE TOKENS. INTERPOP IS NOT RESPONSIBLE FOR THE OPERATION OF THE TEZOS BLOCKCHAIN, OR FOR ANY LOSSES DUE TO THE TEZOS BLOCKCHAIN OR THE USE OF A DIGITAL CURRENCY, INCLUDING WITHOUT LIMITATION, (i) INTERNET CONNECTIVITY, (ii) HARDWARE MALFUNCTIONS, (iii) SOFTWARE BUGS, VIRUSES OR EXPOSURE TO MALICIOUS SOFTWARE, (iv) SECURITY BREACHES OF YOUR DIGITAL WALLET, (v) SYSTEM FAILURES OR OUTAGES, INCLUDING OUR OWN, OF A BLOCKCHAIN OR BLOCKCHAIN APPLICATION ON WHICH WE DEPEND, OR WITH RESPECT TO THIRD-PARTY OR DECENTRALIZED TRADING PLATFORMS, APPLICATIONS OR OTHER INTERMEDIARIES, COUNTERPARTIES OR CUSTODIANS, WHICH COULD RESULT IN AN INDEFINITE LOSS OF ACCESS TO A DIGITAL ASSET. THERE ARE CERTAIN RISKS INHERENT IN THE DEPENDENCE OF TRANSACTIONS INVOLVING CRYPTOASSETS ON A "PRIVATE KEY," WHICH, IF LOST, STOLEN OR OTHERWISE COMPROMISED, COULD RESULT IN THE IRREVERSIBLE LOSS OF THE RELEVANT CRYPTOASSETS. INTERPOP IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES RESULTING FROM, RELATED TO OR BASED UPON ANY OF THE FOREGOING.
- **PRICING DIGITAL ASSETS.** YOU ACKNOWLEDGE AND ACCEPT THE RISK THAT THE PRICE OF A WORK PURCHASED ON THE MARKETPLACE MAY HAVE BEEN INFLUENCED BY ACTIVITY OUTSIDE OF THE CONTROL OF INTERPOP OR THE MARKETPLACE. THE PRICE OF DIGITAL ASSETS IS HIGHLY

SPECULATIVE AND VOLATILE AND MAY BE IMPACTED BY, AMONG OTHER THINGS, FLUCTUATIONS IN THE PRICE OF OTHER DIGITAL ASSETS. CRYPTOASSETS ALSO SUFFER FROM VALUATION AND LIQUIDITY CHALLENGES. INTERPOP DOES NOT REPRESENT, WARRANT OR GUARANTEE THE ACCURACY OR FAIRNESS OF THE PRICE OF ANY WORK SOLD ON OR OFF OF THE MARKETPLACE, OR THAT ANY SUCH WORKS WILL RETAIN OR INCREASE THEIR VALUE. YOU ACKNOWLEDGE AND AGREE THAT INTERPOP IS NOT A FIDUCIARY NOR OWES ANY DUTIES TO ANY USER OF THE SERVICES, INCLUDING THE DUTY TO ENSURE FAIR PRICING OF WORKS OR TO POLICE USER BEHAVIOR ON THE MARKETPLACE. YOU SOLELY BEAR THE RISK OF LOSS IN PURCHASING, SELLING AND/OR TRANSFERING DIGITAL ASSETS.

- **EVOLVING REGULATORY LANDSCAPE.** The regulatory landscape governing blockchain technologies, cryptocurrencies, and NFTs is evolving. Changes in the legislative or regulatory environment may impact our ability to offer certain products or services. In addition, there are risks associated with the dependence on third-party decentralized trading platforms, applications or other intermediaries (e.g., exchanges), counterparties or custodians to hold or convert cryptoassets that may be subject to little or no regulation, or that may operate in violation of regulations, including regulations related to sanctions compliance and anti-money laundering.

16. 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 any transaction at any time and without liability therefor.

17. TERMINATION

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

18. ARBITRATION

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and InterPop or its successors or assigns shall exclusively be settled through binding and confidential arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator in Wilmington, Delaware, and will be governed by the American Arbitration Association's ("**AAA**") Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "**Rules and Procedures**").

To the fullest extent permitted by applicable law, you and InterPop must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR INTERPOP MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (3) the arbitration shall be confidential, and neither you nor InterPop may disclose the existence, content or results of any arbitration, except as may be required by law or for

purposes of enforcement of the arbitration award; (4) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (5) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and, in such instance, the fees and costs awarded shall be determined by the applicable law.

19. GOVERNING LAW

We control and operate the Services from the United States of America. We do not represent that the Site Content or other materials on the Services are appropriate or available for use in other locations. Persons who choose to access the Services from other locations do so on their own initiative, and are responsible for compliance with all local laws, if and to the extent local laws are applicable.

You agree that any dispute arising under or related to this Agreement will be governed by, and construed in accordance with, the laws in effect in the State of Delaware, without regard to its conflicts of law principles. Notwithstanding the arbitration provisions above, in the event that we elect to seek injunctive or other equitable relief, or there is a dispute that is otherwise not subject to arbitration, you expressly and irrevocably consent to the exclusive jurisdiction of the state or federal courts, as applicable, located in Wilmington, Delaware, and to the exercise of personal jurisdiction in such courts in connection with any such dispute.

20. SEVERABILITY

If any provision, or portion thereof, of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision, or portion thereof, shall be severable from the remainder of this Agreement, and all other terms and provisions of this Agreement shall remain in full force and effect.

21. SURVIVAL

All terms and provisions of this Agreement that are intended to survive the expiration or termination of this Agreement and the termination of your Account shall so survive.

22. MISCELLANEOUS

This Agreement is the entire agreement between you and InterPop with respect to the Site, Services, Site Content, and your participation in any transaction conducted on or through the Site or Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and InterPop with respect to those matters. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other in any respect. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of InterPop. InterPop's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision, or of InterPop's right to enforce such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity.

23. CONTACT US

If you have any questions about the Services or the terms of this Agreement, please send us an email at info@InterPop.io.