

# Mona

## Terms Of Service

Last Updated: January 15, 2025

### 1. INTRODUCTION

These Terms of Service (these “**Terms**”) govern your access to and use of certain products, services and properties made available by MoNA Gallery, Inc., (“**Mona**,” “**we**,” “**us**” or “**our**”). Our products, services and properties include, without limitation, the creation, purchase, sale, exchange, modification and other use of digital art gallery metaverse spaces, as well as additional and related digital assets; our online and/or mobile services, including the site(s) and/or app(s) through which these Terms are made available (collectively, the “**Website**”); the marketplace (“**Marketplace**,” as further described below) through which you can offer for sale, sell, offer to purchase and purchase NFTs; and software provided on or in connection with each of those services (collectively with those services, the “**Service**”). (As used herein, the term “**you**” (including any variant) refers to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms.) Certain features of the Service may be subject to additional guidelines, terms, or rules (“**Supplemental Terms**”), which will be displayed in connection with such features. These Terms and all such Supplemental Terms, which are incorporated by reference, are collectively referred to as the “**Agreement**.” If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

THIS AGREEMENT IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ CAREFULLY. BY CLICKING ON ANY “I ACCEPT” BUTTON, PURCHASING OR OFFERING TO PURCHASE SPACE NFTS (AS DEFINED BELOW) THROUGH THE SERVICE, USING THE SERVICE, AND/OR DOWNLOADING MONA’S MOBILE APPLICATION (THE “**APPLICATION**”), YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN. If you do not agree to this Agreement, you may not access or use the Service or offer to sell, sell, offer to purchase, or purchase any Space NFTs.

WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ANY ITEMS YOU PURCHASE THROUGH OR IN CONNECTION WITH THE SERVICES. EXCEPT WHERE EXPRESSLY STATED AT THE POINT OF SALE FOR ANY PURCHASE, MONA MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ITEMS OFFERED FOR SALE ON OR THROUGH THE SERVICE.

THE SERVICE INCLUDES A MARKETPLACE WHICH ALLOWS USERS TO OFFER TO SELL AND SELL NFTS TO, AND OFFER TO BUY AND BUY SPACE NFTS FROM OTHER USERS. ALL NFTS MADE AVAILABLE THROUGH THE MARKETPLACE ARE FURNISHED BY OR ON BEHALF OF SELLERS IN CONNECTION WITH SUCH SALES. YOU AGREE THAT, EXCEPT WHERE MONA IS THE SELLER IN SUCH SALE, WE SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO,

ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY SELLER OF NFTS WITH RESPECT TO THE USE, MISUSE, PROVISION OR FAILURE TO PROVIDE ANY NFTS.

PLEASE READ SECTION 22 OF THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. **UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS.**

PLEASE BE AWARE THAT SECTION 8 OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US.

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

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

## 2. OUR SERVICE

- a. Mona offers a platform that allows users to create, tour, display digital artwork through, and otherwise interact in and with a virtual metaverse space (each, a "**Space**"). Certain users ("**Artists**") may create Spaces pursuant to a separate written Mona Metaverse Space Artist Agreement with us. Other users (each, a "**Visitor**") may visit or otherwise interact with these Spaces. Each Space may be made available for purchase or sale on the Service or a third-party platform as embodied by a non-fungible token (an "**NFT**," and each NFT embodying a Space, a "**Space NFT**"). The then-current owner of a Space (each, a "**Host**") may have certain rights with respect to such Space as enabled pursuant to the then-current policies and functionalities of the Service.
- b. Each Space serves as a 3D virtual social environment, and may be immersed with customized avatars, chat functions, sounds, non-NFT artworks, and NFT artworks. Hosts can display their own NFT artworks and other virtual assets (each, an "**Artifact**"), including NFT artworks not owned by Hosts, in a Space. Hosts can also link two or more Spaces together to allow for easy navigation between Spaces owned by such Host, or other metaverse worlds ("**Portal(s)**").

- c. In order to access or participate in certain features of the Service (e.g., showcasing NFT artwork in a Space, accessing, establishing or maintaining a Space, connecting multiple Spaces through Portals, or engaging in a transaction involving any NFT), you must have a third-party software-based digital wallet compatible with the Service that allows you to purchase, store, and engage in transactions using cryptocurrency and NFTs (a “**Digital Wallet**”, and the profile of each user who has connected a Digital Wallet to the Service, an “**Account**”). In order to be successfully completed, any transaction involving NFTs initiated by or sent to your Digital Wallet must be confirmed by and recorded on the blockchain supporting such NFT. Mona does not own, operate, or control your Digital Wallet. Mona has no control over any blockchain and therefore cannot and does not ensure that any transaction details that you submit or receive via our Service will be validated by or confirmed on the relevant blockchain, and Mona does not have the ability to facilitate any cancellation or modification requests. ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE EFFECTED BY THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING OUR SERVICE YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. You accept and acknowledge that you take full responsibility for all activities that you effect through your Digital Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Digital Wallet, to the maximum extent permitted by law.
- d. Mona is not an agent or intermediary of any user. Mona does not store or have access to or control over any NFT or any of user’s private keys, passwords, Digital Wallets, or other property. Mona is not capable of performing transactions or sending transaction messages on behalf of any user. The Service does not hold, and cannot purchase, sell, or trade any NFT. All transactions related to the Service are effected and recorded solely through the interactions of the user with the blockchain, which is not under the control of or affiliated with Mona or the Service.
- e. Although a Space NFT itself is Owned by its then-current Host, the work of authorship embodied by the Space (e.g., the underlying architectural rendering) is licensed, and not transferred or sold, to the owner of the Space NFT. (“**Own**” means, with respect to any NFT or other digital asset, an NFT or digital asset that you have rightfully and lawfully purchased or acquired from a legitimate source, where proof of such purchase or acquisition is recoded on the relevant blockchain.)
- f. The Service include a Marketplace where users can offer for sale and sell NFTs, and other users can offer to purchase, purchase, offer for resale, and resell such NFTs. The Marketplace may be accessible through or within one or more Spaces.
- Buyers and Sellers. NFTs listed on the Marketplace are being offered by the individuals seeking to sell such NFTs (“**Sellers**”), and the actual contracts for sale are between the Sellers and the individuals seeking to buy such NFTs (“**Buyers**”).
  - Pricing and Payment. Pricing and payment terms, including the specific details with relation to the offering of any NFTs through the Marketplace, shall be set forth at point of sale. Mona

may in its sole discretion limit the use of the Marketplace to the listing and sale of certain NFTs or collections of NFTs.

- Disputes; Transactions with Other Users. Except where explicitly set forth at point of sale, Mona is not the Seller of any NFT listed on the Marketplace and will not personally provide or deliver any NFTs. While we may, in our discretion, help facilitate resolution of disputes through various programs, we have no control over the quality of NFTs offered on the Marketplace. We cannot control or guarantee the truth or accuracy of a User Content (as defined in Section 11), the ability of Sellers to sell NFTs, the ability of Buyers to pay for NFTs, or that a Buyer and Seller will actually complete a transaction or deliver or return any NFTs listed on the Marketplace. While Mona may provide pricing and guidance for NFTs sold by Sellers on our Marketplace, such information is solely informational. We do not have control over the quality, timing, legality, failure to provide, or any aspect whatsoever of any NFTs sold by Sellers, or of the integrity, responsibility, or any actions of any users. Mona makes no representations about the suitability, reliability, timeliness or accuracy in public, private or offline interactions. When interacting with other users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting offline with other persons whom you don't know. NEITHER MONA NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE. MONA AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE OR YOUR USE OF OR INABILITY TO USE ANY NFT PURCHASED THROUGH THE MARKETPLACE.
- Selling on Mona. PLEASE READ CAREFULLY THIS IMPORTANT INFORMATION ABOUT PROCEDURES FOR SELLING ON THE MARKETPLACE BEFORE USING THE MARKETPLACE. In order to meet its obligations under applicable law, rule, and regulation, Mona must obtain, verify, and record information that identifies each person who has an Account which has the ability to list items for sale on Mona. When you engage in transactions on Mona, we may ask you to provide additional information or copies of identifying documents that will allow us and/or our Payment Processor(s) (as defined below) to identify you. We reserve the right to require you to provide such additional information and documents in accordance with Section 3c of these Terms. Failure to provide such information upon request, as well as any other violation of this Agreement, may result in your removal from the Service, including a termination of your ability to sell through the Marketplace.
- Updates; Certain Restrictions. You understand that the Service is evolving. As a result, we may require you to accept updates to all or part of the Service that you have installed on your computer or mobile device. You acknowledge and agree that we may update the Service with or without notifying you. You may need to update third-party software from time to time in order to use the Service. Any future release, update or other addition to the Service shall be subject to the Agreement. Mona, its suppliers and service providers reserve all rights not

granted in the Agreement. Any unauthorized use of any Service terminates the licenses granted by us pursuant to the Agreement.

### **3. USER REPRESENTATIONS AND WARRANTIES**

- a. You represent and warrant that you are at least 18 years of age (or have reached the age of majority if that is not 18 years of age where you live) or that you have reviewed this Agreement with your parent or legal guardian and such parent or legal guardian agrees to this Agreement on your behalf and takes full responsibility for your compliance with this Agreement. You agree that you (and your parent or guardian) are fully able to enter into and comply with this Agreement. If you are under 18 years of age, you understand that you cannot later void the agreement with Mona without losing access to the Services and your parents are responsible for your actions and any obligations you have incurred while enjoying the benefits of access to the features and functions of the Services as if you were an adult.
- b. By using the Service, whether to mint or purchase an NFT, view a Space, or otherwise, you agree (i) to provide accurate, current, and complete information about yourself as requested, (ii) to maintain and promptly update such information from time to time as necessary, (iii) to maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us, and (iv) to notify us immediately if you discover or otherwise suspect any security breaches related to the Service or your Digital Wallet.
- c. You will not buy, sell, rent, or lease access to the Service without our written permission; or log in or try to log in to access the Service through unauthorized third party applications or clients.
- d. Mona may require you to provide additional information and documents from time to time, including without limitation at the request of any competent authority or in order to help Mona comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Mona may also require you to provide additional information and documents in cases where it has reasons to believe that:
  - Your Digital Wallet or other means of access to the Service is being used for money laundering or for any other illegal activity;
  - You have concealed or reported false identification information and other details; or
  - Transactions effected via your Digital Wallet may have been effected in breach of this Agreement.

In such cases, Mona, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Mona and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, Mona may refuse to

provide any Space NFT, Content (as defined below), product, service and/or further access to the Service to you.

- e. When you purchase a Space NFT or otherwise use the Service, you hereby represent and warrant, to and for the benefit of Mona, its affiliates and their respective representatives, as follows:
- Authority. You have all requisite capacity, power and authority to enter into and perform your obligations under this Agreement, including to sell, list, buy, display or otherwise use any Space NFT, as applicable. The execution, delivery and performance of your obligations under this Agreement have been duly authorized by all necessary action on your part and, if you are an entity, on the part of such entity's board of directors or comparable authority(ies), and no other proceedings on your part are necessary to authorize the execution, delivery or performance of your obligations under this Agreement.
  - Due Execution. This Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with this Agreement.
  - Accuracy of Information. All information provided to Mona and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
  - Non-Contravention. This Agreement does not, and the performance of your obligations under this Agreement and your use of the Service, will not: (i) if you are an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate any right of any third party or any applicable legal requirement to which you or any of the assets owned or used by you, is subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.
  - Independent Investigation and Non-Reliance. You are sophisticated, experienced and knowledgeable in the listing, buying, selling, display and other use of any NFTs, as applicable. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to use the Service, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to

blockchain technologies and digital assets generally, including the Space NFTs, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the Space NFTs) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Mona, in determining to enter into this Agreement, buy, sell or otherwise use any Space NFTs, or otherwise use the Service.

- Litigation. There is no legal proceeding pending that relates to your activities relating to any NFT- or digital asset-trading or blockchain technology related activities.
  - Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities or minting, buying, or selling NFTs. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to minting, buying, or selling NFTs.
- f. You are an independent contractor and not a partner, joint venturer, agent or employee of Mona, and you will not bind or attempt to bind Mona to any contract. You are not eligible to participate in any of Mona's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs. Neither this Agreement nor your use of the Service shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between you and Mona. For the avoidance of doubt, you shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, FICA, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pensions, and other obligations or benefits, and Mona shall have no obligation or liability to you in connection with the same.
- g. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

#### 4. PURCHASING A SPACE NFT

- a. By purchasing a Space NFT, whether in its initial sale (the "**Primary Sale**") or otherwise (each such resale, a "**Secondary Sale**"), you agree to comply with any terms, including licenses or payment rights that are displayed at the point of sale of, embedded within or otherwise included with any Space NFT. While Mona expressly permits the use of a Space NFT on and transfer of a Space NFT to a third-party platform, Mona does not guarantee that Space NFTs will be transferable to or operable with any such platform.

- b. Mona may set limits on or other terms regarding the purchase, sale or use of Space NFTs comprising Mona's Content (as defined below), including, without limitation, any fee payable in connection with any Secondary Sale of a Space NFT (a "**Secondary Sale Fee**"), and Mona will display such terms at point of sale or otherwise within the Service.
- c. Mona is not and shall not be a party to any transaction or dispute between Sellers and Buyers of NFTs arising from or related to any NFT sold through the Marketplace.
- d. Mona may from time to time make available certain Spaces without purchase to new or existing users of the Service (each, a "**Free Space**"). The rules governing your use of such Free Space will be made available in connection with such Free Space. Mona will determine your eligibility for any Free Space in its sole discretion and may change the terms of or remove your access to a Free Space at any time, with or without notice to you.

## 5. **DISPLAYING IN A SPACE**

- a. Hosts may display NFTs, whether or not owned by the Host, or other Artifacts in the Space associated with such Space NFT. You may only display NFTs or other Artifacts if you own such Space. Mona relies on Third-Party Services (as defined below) to display the NFTs in a Space. If your access to or account with any such Third-Party Service is terminated, you may not be able to display certain NFTs in your Space.
- b. If you choose to make any NFT or other Artifact that you Own or otherwise made available on or through the Service (collectively, "**Your NFT(s)**") available on or through the Service, including by displaying Your NFT in a Space or offering Your NFT for sale through the Marketplace, you hereby grant Mona a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, reproduce, distribute, perform and display the artwork embodied by Your NFT (in whole or in part) for the purposes of (i) providing the Service, including making the artwork embodied by Your NFT available to other users of the Service in accordance with your elections on the Service; (ii) improving the Service; and (iii) advertising and promoting Mona and its Service. You also hereby grant each other user of the Service a non-exclusive license to access the artwork embodied by Your NFT through the Service, and to use, reproduce, distribute, display and perform the artwork embodied by Your NFT solely as permitted through the functionality of the Service and under this Agreement. You are solely responsible for any of Your NFTs. You represent and warrant that you have obtained all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein with respect to any of Your NFTs that you display or otherwise make available, in whole or in part, on or through the Service. You agree that Your NFTs will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to grant the licenses described above. We take no responsibility for Your NFTs made available on or through the Service, although we reserve the right to remove or disable the display of or access to any of Your NFTs in our sole discretion.



## 6. VISITING OTHER USERS' SPACES

When you use the Service, you may be able to access, view, and virtually tour a Space that is made available by a Host. Visitors to a Space may be subject to additional terms applicable to such Space, as set by the Host of such Space. Hosts of a Space, not Mona, define those terms. Hosts may have the right to limit access to such Host's Space, including by requiring ownership of certain NFT(s) or Decentralized Autonomous Organization ("**DAO**") membership (collectively, "**Token-Gated Access**"). Visitors entering a Token-Gated Access Space must link their Digital Wallet to enter such Space. Each Host is solely responsible for the content of such Host's Space, including any NFTs displayed therein. Certain Spaces may also include chat functions that allow live interaction between Visitors to such Space. You are solely responsible for your interactions with the Host and other Visitors to the Service or any Space and any other parties with whom you interact; provided, however, that Mona reserves the right, but has no obligation, to intercede in such disputes. You agree that Mona will not be responsible for any liability incurred as the result of such interactions or any visit to or failure to access a Space that is made available by a Host. You visit all Spaces and interact with the Host and other Visitors at your own risk.

## 7. PRICING AND FEES; PAYMENTS

- a. All pricing and payment terms for Space NFTs or other Service are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.
- b. When you purchase a Space NFT, you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to the sale of that Space NFT, including any Secondary Sale Fee (regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale). You further agree that you will bind any subsequent purchaser of the Space NFT to such Secondary Sale terms and conditions.
- c. When you sell an NFT through the Marketplace, Mona will collect a fee (the "**Marketplace Service Fee**") equal to a percentage of the total consideration paid by the Buyer in such sale. The Marketplace Service Fee will be set forth on the Service and is subject to change from time to time. The Marketplace Service Fee will be deducted from the amount paid by the Buyer before the remainder (less taxes, Secondary Sale Fees, or other applicable fees) is remitted to you.
- d. Payment processing for the Marketplace and certain other Services will be performed by Mona's third-party payment processors (each, a "**Payment Processor**") (e.g., card acceptance, merchant settlement, Digital Wallet management, and related services). Your use of the Service and the payment processing provided by a Payment Processor is subject to the terms of the applicable

Payment Processor, as may be modified by the Payment Processor from time to time (collectively, **"Payment Processor Agreement"**). As a condition of using the Payment Processor's payment processing, you must provide accurate and complete information, and you authorize us to share this information with the Payment Processor (as applicable) and you authorize us and/or the Payment Processor to charge your Digital Wallet for all amounts that may become due under this Agreement. Your use of the Payment Processor's payment processing is conditioned upon your compliance with the Payment Processor Agreement, and if the Payment Processor Agreement is terminated by the Payment Processor, you may not be able to use the Service, or you may have your use of the Service suspended or terminated.

- e. Mona 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 Mona is subject to change at any time in Mona's sole discretion.
- f. You agree to make all payments of fees to Mona free and clear of, and without reduction for, any withholding taxes.
- g. By using the Service to offer for sale or sell an NFT, you hereby appoint Mona as your limited payments agent for the sole purpose of receiving, holding and settling payments due and owed to you arising out of the sale of NFTs through the Service. Subject to these Terms, Mona will process such payments and settle payments that are actually received by Mona, less any amounts owed to Mona, including taxes, fees and other obligations as applicable. You agree that a payment received by Mona on your behalf satisfies the payor's obligation to make payment to you, regardless of whether Mona actually settles such payment to you. If Mona does not settle any such payments to you as described in these Terms, you will have recourse only against Mona and not the payor, as payment is deemed made by the payor to you upon constructive or actual receipt by Mona.

## **8. CONSENT TO ELECTRONIC COMMUNICATION**

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

## **9. OWNERSHIP**

- a. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Mona 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 Mona or our affiliates or licensors.

- b. The Mona logo and any Mona product or service names, logos or slogans that may appear on the Service are trademarks of Mona 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 "Mona," or any other name, trademark or product or service name of Mona 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 Mona and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and other names or logos mentioned on the 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 Mona.
- c. As between you and Mona, Mona owns all legal right, title and interest in and to the Spaces (but not including any of Your NFTs displayed thereby), and all intellectual property rights therein. Mona and its licensors reserve all rights in and to the Spaces not expressly granted to you.
- d. You agree that any submission of any ideas, suggestions, documents, and/or proposals to Mona (collectively, "**Feedback**") is at your own risk and that Mona has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Mona a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and Mona's other products and services.

## 10. LICENSE TO OUR SERVICE AND CONTENT

- a. You are hereby granted a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, "as-is" license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the Service or Content; (ii) distribute, publicly perform, or publicly display the Service or any Content except as expressly permitted by us; (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, except as expressly permitted by us; (iv) use any data mining, robots, or similar data gathering or extraction methods; (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us; and (vi) use the Service or Content

other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 13 below.

- b. You are granted a limited, non-exclusive, non-transferable right to create a text hyperlink to the Service for non-commercial purposes, provided that such link does not portray Mona or our affiliates or any of our Service, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in Mona's sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Mona to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Mona trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.
- c. Mona may from time-to-time change or discontinue any or all aspects or features of the Service, including by (i) altering the smart contracts which are included in the blockchain platform pursuant to upgrades, forks, security incident responses or chain migrations, (ii) deactivating or deleting Content that Mona in its sole discretion determines has been abandoned, or (iii) repossessing any Space NFTs that Mona in its sole discretion determines have been (A) abandoned or (B) used or acquired in violation of this Agreement. In such events, you may no longer be able to access, interact with or, read the data from the Service.
- d. Subject to your compliance with the Agreement, Mona grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "**App Store Sourced Application**"), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a "**Google Play Sourced Application**"), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.
- e. You acknowledge and agree that the availability of the Application and the Service is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (each, an "**App Store**"). You acknowledge that the Agreement is between you and Mona and not with the App Store. Mona, not the App Store, is solely responsible for the Service, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or

intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Service, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Service, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

f. **Accessing and Downloading the Application from the App Store.** The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

- You acknowledge and agree that (i) the Agreement is concluded between you and Mona only, and not Apple, and (ii) Mona, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Mona and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Mona.
- You and Mona acknowledge that, as between Mona and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and Mona acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Mona and Apple, Mona, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.
- You and Mona acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement,

Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

- Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

## **11. USER CONTENT**

Certain Content may be made available by you, by Visitors or by other users on or through the Service ("**User Content**"). If you choose to make User Content available on or through the Service, you hereby grant Mona a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of (i) providing the Service, including making User Content available to other users in accordance with your elections on the Service, (ii) improving the Service, and (iii) advertising and promoting Mona and its Services. You also hereby grant each other user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content solely as permitted through the functionality of the Service and under this Agreement. You are solely responsible for any User Content you provide. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content including any Artifacts that you submit, post, make available or display on or through the Service. You agree that such User Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the licenses described above. We take no responsibility for the User Content posted or listed via the Service. Mona has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. Unless expressly agreed to by Mona in writing elsewhere, Mona has no obligation to store any of Your NFTs (or any artwork embodied thereby) or User Content that you make available on or through the Service. Mona has no responsibility or liability for: the deletion or accuracy of any Content, of Your NFTs, or of any User Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. You agree that Mona retains the right to create reasonable limits on Mona's use and storage of the Content, including with respect to Your NFTs and User Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Service and as otherwise determined by Mona in its sole discretion.

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

The Service may contain links to third-party properties, services and applications (collectively, "**Third-Party Services**"), When you click on a link to a Third-Party Service, such as a Digital Wallet or bridge extension, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Services are not under the control of Mona. Mona is not responsible for any Third-Party Services. Mona provides links to these Third-Party Services only as a convenience

and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or their products or services. You use all links in Third-Party Services 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 Service, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

### **13. ACCEPTABLE USE POLICY**

You agree that you are solely responsible for your conduct in connection with the Service. You agree that you will abide by this Agreement and will not (and will not attempt to):

- a. Provide false or misleading information to Mona, Artists, Hosts, or Visitors;
- b. Use or attempt to use another user's linked Digital Wallet without authorization from such user and Mona;
- c. Create, list, or otherwise make available counterfeit NFTs;
- d. Use any Artifacts in any manner not expressly permitted by the owner of such Artifact;
- e. Pose as another person or entity;
- f. 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;
- g. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- h. 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;
- i. Use the Services to send or store infringing, threatening, harassing, defamatory, libelous, obscene, pornographic or otherwise unlawful or tortious materials, including materials harmful to children or violating third-party privacy rights;
- j. 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;
- k. 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;

- l. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;
- m. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- n. Bypass or ignore instructions that control all automated access to the Service;
- o. Use the chat functions to send messages containing harassment, violence, threats, hate speech, suicide or self-harm, bullying, abuse, spam, illegal activity, obscenity, pornography, defamation, libel, and/or fraud;
- p. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement;
- q. Use the blockchain platform to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the blockchain platform, or the Service;
- r. Engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities, including:
  - trading a token at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such token, unduly or improperly influencing the market price for such token on the Service or establishing a price which does not reflect the true state of the market in such token;
  - for the purpose of creating or inducing a false or misleading appearance of activity in a token or creating or inducing a false or misleading appearance with respect to the market in a token: (A) executing or causing the execution of any transaction in a token which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of a token with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such token, has been or will be entered by or for the same or different parties; or
  - participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a token;
- s. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, debt financings, equity financings or other similar transactions; or



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

For the avoidance of doubt, Mona retains the right (but has no obligation) to investigate and/or take appropriate action against you in our sole discretion if you violate this Section. Such action may include terminating your access to the Services.

#### **14. LISTING GUIDELINES**

- a. Mona has the right, but not the obligation, to remove any listing at any time. Mona exercises its sole judgment in allowing or disallowing certain assets, listings, smart contracts, and collections.
- b. NFTs, listings, smart contracts, collections, and other Content that Mona in its sole discretion deems inappropriate, disruptive, or illegal are prohibited on the Service. Mona reserves the right, but not the obligation, to determine the appropriateness of listings and remove any Content, including any listing, at any time. If you create or offer a token, listing, smart contract, or collection in violation of these policies, we reserve the right to take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting such Content, recouping any payments that have been made to you for such token, and permanently withholding any other payments due and owed to you. Mona reserves the right to destroy inappropriate or illegal metadata stored on our servers.
- c. The following Content is prohibited on the Service, whether included in or made available in or through tokens, listings, smart contracts, or collections that include metadata, or otherwise:
  - Content that violates international or United States intellectual property laws;
  - Content that promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
  - Content with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
  - Content created or used primarily or substantially for the purpose of raising funds for known terrorist organizations (as listed on <https://www.state.gov/foreign-terrorist-organizations/> or as may be determined by Mona from time to time in its sole discretion);
  - Content that, as determined in our sole and absolute discretion, is pornographic, obscene, and other Content that is intended to be age-restricted. NFT names, listings and their

descriptions, smart contract names, and collections including profanity, pornography, or obscene Content may be prohibited. A smart contract that contains obscene Content is subject to being marked as prohibited, even if the obscene or otherwise objectionable Content only represents a portion of the Content on the smart contract;

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

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

## **15. COPYRIGHT**

Mona retains the absolute right to terminate access to the Service for and remove the User Content of any user who violates or infringes our rights or the rights of any third party. Without limiting the foregoing, if you believe that your intellectual property has been used on the Service in a way that constitutes infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of the location on the Service of the material that you claim is infringing; your address, telephone number and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Mona's Copyright Agent for notice of claims of copyright infringement is as follows: ATTN: Justin Melillo, MoNA Gallery, Inc., 4545 SW 60<sup>th</sup> Ave #771062, Ocala, FL 34477, SUBJ: Copyright Agent.

## **16. INVESTIGATIONS**

If Mona becomes aware of any possible violations by you of this Agreement, Mona reserves the right, but Mona will not have any obligation, to investigate such violations. If, as a result of the investigation, Mona believes that criminal activity may have occurred, Mona reserves the right, but Mona will not have any obligation, to refer the matter to, and to cooperate with, any and all applicable legal authorities. Mona is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including any User Content, in Mona's possession in connection with your use of the Service, (i) to comply with applicable laws, legal process or governmental request; (ii) to enforce this Agreement, (iii) to respond to any claims that User Content violates the rights of third parties, (iv) to respond to your requests for customer service, or (v) to protect the rights, property or personal safety of Mona, users, or the public, and all law enforcement or other

government officials, as Mona in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to the foregoing. You acknowledge and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

## **17. RELEASE**

You hereby release and forever discharge Mona and our officers, employees, agents, successors, and assigns (the “**Mona Entities**”) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other users of the Service or any Third-Party Services). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY 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 OR RELEASED PARTY.”

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

You acknowledge and agree that:

- a. The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of Space NFTs, which may also be subject to significant price volatility. We cannot and do not guarantee that any Space NFTs will have or retain any value.
- b. You are solely responsible for determining what, if any, taxes apply to your transactions involving NFTs. Neither Mona nor any other Mona Entity is responsible for determining the taxes that may apply to transactions involving Space NFTs.
- c. NFTs exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such NFTs.
- d. There are risks associated with using digital currency and digital assets, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your information.
- e. The legal and regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are evolving, and new regulations or policies may materially adversely affect NFTs (including Space NFTs) purchased on or through the Service.

- f. There are risks associated with purchasing user-generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.
- g. Mona reserves the right to hide collections, contracts, and assets that Mona suspects or believes may violate this Agreement. Space NFTs you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your assets on the Service serve as grounds for a claim against Mona.
- h. Mona has no responsibility for any third-party NFTs sold, bought or traded on the Service, or for any Space NFTs after the initial sale of such Space NFTs. Mona does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any NFT traded on the Service.

## **19. INDEMNIFICATION**

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

## **20. DISCLAIMERS**

THE SERVICE, CONTENT CONTAINED THEREIN, AND TOKENS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. MONA (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. MONA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. MONA 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 MONA ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, MONA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY TOKENS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

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

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

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

Mona is not involved in the actual transaction between Buyers and Sellers on the Marketplace. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of NFTs advertised, the truth or accuracy of User Content or listings, the ability of Sellers to sell NFTs, the ability of Buyers to pay for NFTs, or that Buyer or Seller will actually complete a transaction.

We do not transfer legal ownership of NFTs from the Seller to the Buyer. California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the Buyer and the Seller, unless the Buyer and the Seller agree otherwise. Further, we cannot guarantee continuous or secure access to the Service and operation of the Service may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

YOU ACKNOWLEDGE AND AGREE THAT MONA IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD MONA LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE. YOU UNDERSTAND THAT MONA DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE. MONA MAKES NO WARRANTY THAT ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

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

## **21. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MONA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE, ANY SPACE NFTS, 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 MONA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

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

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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

- a. **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Mona agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service or of the Website, any communications you receive, any products sold or distributed through the Website, the Service, or the Agreement and prior versions of the Agreement, including claims and disputes that arose between us before the effective date of this Agreement (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Mona may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Mona may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of this Agreement.
- b. **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Mona. If that occurs, Mona is committed to working with you to reach a reasonable resolution. You and Mona agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Mona therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Mona that you intend to initiate an Informal Dispute Resolution Conference should be sent by email or regular mail to us at the address set forth in Section 26, if applicable. The Notice must include: (1) your name, telephone number, mailing address, email address and Digital Wallet address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this

Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

- c. **Waiver of Jury Trial.** YOU AND MONA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Mona are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
  
- d. **Waiver of Class and Other Non-Individualized Relief.** YOU AND MONA AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION i, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection i entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Mona agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Mona from participating in a class-wide settlement of claims.
  
- e. **Rules and Forum.** The Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Mona agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules (the "**AAA**



**Rules**") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the Account username (if applicable) as well as the Digital Wallet address and email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Mona otherwise agree, or the Batch Arbitration process discussed in subsection i is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Mona agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

- f. **Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection i is triggered, the AAA will appoint the arbitrator for each batch.
- g. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the

Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. 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 award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

- h. **Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Mona need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.
- i. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Mona agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Mona by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch**

**Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Mona. You and Mona agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

- j. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the email address set forth in Section 26, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address or Digital Wallet address you used to set up your Account (if you have one) or otherwise interact with the Service, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- k. **Invalidity, Expiration.** Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief," if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Mona as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.
- l. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Mona makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Mona at the email address set forth in Section 26, your continued use of the Website and/or Service, including the acceptance of products and services offered on the Website following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service, any communications you receive, any Space NFTs sold or distributed through the Service, or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Mona will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

## **23. EXPORT CONTROL**

You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Service, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Mona are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Mona's products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

## **24. CONSUMER COMPLAINTS**

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **25. GENERAL**

If you want to terminate the Service provided by Mona, you may do so by (a) notifying us at any time; and (b) closing your Account for all of the Service that you use, provided, however, that notwithstanding any such termination and for the avoidance of doubt, the terms of this Agreement shall continue to apply with respect to any NFT obtained hereunder. Your notice should be sent, in writing, to our address set forth in Section 26. We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. This Agreement, and your

access to and use of the Service, shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, 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 located in New Castle County, Delaware. 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 Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Mona. Mona's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Mona and you and shall not confer third party beneficiary rights upon any other person or entity.

## **26. NOTICE; CONTACT INFORMATION**

The communications between you and Mona may take place via electronic means, whether you visit the Service or send Mona e-mails, or whether Mona posts notices on the Service or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**"). Where Mona requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at [hello@monaverse.com](mailto:hello@monaverse.com), SUBJ: LEGAL NOTICE. Such notice shall be deemed given twenty-four hours following confirmed transmission of the same. You may contact us at: MoNA Gallery, Inc., 221 W 9th St. Ste 929, Wilmington, DE 19801, [hello@monaverse.com](mailto:hello@monaverse.com).