

RARIBLE

CREATOR TERMS AND CONDITIONS

These Creator Terms and Conditions describe your rights and obligations as a User using the Service to create, mint, sell, transfer, or otherwise distribute any NFTs, Collectibles or any other cryptographic assets via the Service (a “Creator”). If you are not a Creator, then only the Terms of Service (available at <https://static.rarible.com/terms.pdf>) (“Terms of Service”) apply to you. These Creator Terms and Conditions are “Additional Terms” under, and supplement, the Terms of Service. If there is a conflict between these Creator Terms and Conditions and the Terms of Service, the provisions of these Creator Terms and Conditions control.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY USING THE SERVICE AS A CREATOR, VERIFYING YOUR LEGAL NAME, EMAIL ADDRESS, MAILING ADDRESS, AND/OR CLICKING THE BUTTON TO SIGN UP OR OTHERWISE ACCESSING OR USING THE SERVICE AS A CREATOR, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE AS A CREATOR, YOU AGREE TO BE BOUND BY: (1) THE FOLLOWING CREATOR TERMS AND CONDITIONS, AND (2) THE TERMS OF SERVICE (TOGETHER, THIS “AGREEMENT”). IF YOU ARE NOT ELIGIBLE (PURSUANT TO SECTION 2), OR DO NOT AGREE TO THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE AS A CREATOR. YOUR USE OF THE SERVICE AS A CREATOR, AND OUR PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY AND BETWEEN RARIBLE AND YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. CAPITALIZED TERMS. For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Terms of Service.

2. ELIGIBILITY. To become a Creator and to access the Creator features of the Service, you are required to create an Account as set forth in Section 2.3 of the Terms of Service. To obtain verified status (signified by a yellow checkmark on your avatar), you may be required to complete additional authorization.

3. PRICING; PAYMENT; TAXES. Creating, selling, or otherwise transferring NFTs and the Collectibles embodied therein may be subject to fees, commissions, royalties, and other charges payable to Rarible as set forth in Section 3 of the Terms of Service, and may change from time to time. You are responsible for any applicable sales, use, property or other taxes and customs duties imposed by a governmental authority that may apply to you. You are responsible for linking and maintaining accurate, up-to-date Wallet information associated with your Account that complies with this Agreement, and Rarible will not be responsible for any delay, failure, or inability to transfer payment to you due to any reason out of Rarible’s control, including your failure to comply with this Agreement.

4. CREATOR REPRESENTATIONS, WARRANTIES, AND COVENANTS. As a Creator, you represent, warrant and covenant that (1) any and all Collectibles that you create, mint, sell, trade or otherwise distribute via the Service do not and will not infringe the copyright, trademark, patent, trade secret or other intellectual property or other proprietary rights of others, and (2) you will not upload or otherwise make available files that contain images, photographs, software or other material protected by intellectual property laws (including, copyright or trademark laws) or rights of privacy or publicity unless the applicable User owns or controls the rights thereto or has received all necessary consent to do the same.

5. LICENSE TO RARIBLE

5.1 You Must Have Rights to the Collectibles Embodied in the NFTs You Create. You must not create any Collectibles if you are not the owner of or are not fully authorized to grant rights in all of the elements of the content embodied therein. If you create an NFT, you must have all necessary rights, authorizations, and permissions with respect to the content embodied therein that grant you sufficient rights to grant the licenses to Rarible under this Agreement. You represent and warrant that: (a) you own the content embodied in the Collectibles you create or

otherwise have all rights necessary to grant the license set forth in this Agreement; (b) the creation of any Collectibles using any and all of the content embodied therein does not violate the privacy rights, publicity rights, copyrights, trademark rights, patent rights, trade secret rights, contract rights, or any other rights of any party, including, but not limited to, the rights of any person visible in any of Collectibles; (c) the creation of Collectibles using the content embodied therein will not require us, any User, or any third party to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (d) the creation of your Collectibles does not and will not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person resulting from the creation of your Collectibles, including from Rarible's exercise of the license set forth in this is Section.

5.2 License to Rarible. You hereby grant to Rarible and its third-party service providers a license to (a) reproduce your Collectibles on computer servers (including software applications) owned, operated or controlled by or on behalf of Rarible, (b) publicly perform, transmit, and communicate to the public your Collectibles via the Service through any technology or medium now known or hereafter created, including on an on-demand and through-to-the user basis, (c) publicly display and distribute your Collectibles through the Service, and (d) display, reproduce and otherwise use your Collectibles to advertise, market and promote the availability of your Collectibles on the Service.

5.3 NFT License. You hereby grant to any User who buys or otherwise acquires your Collectibles via the Service and downstream buyers who subsequently buy or otherwise acquire the Collectibles a worldwide, perpetual, irrevocable, royalty-free, fully paid right and license to the applicable Collectibles.

5.4 Waiver of Rights to NFTs and Collectibles. By creating Collectibles via the Service, you waive any rights to prior inspection or approval of any marketing or promotion related to such Collectibles. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your Collectibles, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any of your Collectibles.

5.5 NSFW Collectibles and Objectionable Content. If your Collectible(s) would typically be considered "not safe for work," inappropriate for Minors and/or other Users, or otherwise to be Objectionable Content (as defined below), you must categorize such Collectibles as "NSFW." Rarible reserves the right to remove Collectibles that are or could be interpreted to be, as Rarible may determine in its sole discretion: (a) abusive, bullying, defamatory, harassing, harmful, hateful, inaccurate, infringing, libelous, objectionable, obscene, offensive, pornographic, shocking, threatening, unlawful, violent, vulgar or in violation of any applicable laws; or (b) promoting any product, good or service, or bigotry, discrimination, hatred, intolerance, racism or inciting violence ((a) and (b) collectively, "**Objectionable Content**"). The Posting of any Objectionable Content may subject you to third-party claims and none of the rights granted to you in this Agreement may be raised as a defense against any third-party claims arising from your posting of Objectionable Content. You also agree not to use the Service for illegal or unlawful purposes. If you encounter Objectionable Content on the Service, you may email Rarible at dispute@rarible.com. You acknowledge and agree that Rarible provides you with the ability to report Objectionable Content as a courtesy, and Rarible has no obligation to remove or take any other action with respect to any Objectionable Content on the Service that you report to Rarible. However, Rarible in its sole discretion may take any actions it deems necessary and/or appropriate against any User who posts Objectionable Content, including, without limitation, warning the User, suspending, or terminating the User's Account, removing some or all of the User's User Content and/or reporting the User to law enforcement authorities, either directly or indirectly. By accessing and using the Service, you acknowledge and agree that you may be exposed to Objectionable Content.

5.6 FTC Endorsement Guidelines. Notwithstanding any other provision in this Agreement, you represent and warrant that you will comply with all laws and regulations regarding endorsements or testimonials made by you in any Collectibles, including that you will (a) make only accurate statements that represent your genuine experience with any product, good or service and (b) make all required disclosures pursuant to the Federal Trade Commission's ("**FTC**") Guides Concerning the Use of Endorsements and Testimonials in Advertising, as such guides may be amended from time-to-time by the FTC. Follow this link for further information on complying with the FTC's guidance: <https://www.ftc.gov/sites/default/files/documents/one-stops/advertisement-endorsements/091005revisedendorsementguides.pdf>.

6. SALES DISCLAIMER; NO WARRANTY FROM RARIBLE. RARIBLE MAKES NO REPRESENTATIONS ABOUT THE QUANTITY, SUFFICIENCY OR QUALITY OF SERVICES THAT IT PROVIDES TO YOU. RARIBLE DOES NOT WARRANT THAT IT WILL POST YOUR COLLECTIBLES FOR SALE AND THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. RARIBLE MAKES NO WARRANTIES, AND ALL IMPLIED WARRANTIES, STATUTORY WARRANTIES OR OTHER WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH THE LAWS, NON-INFRINGEMENT, TITLE, OR BASED ON COURSE OF DEALING OR USAGE OF TRADE.

7. NO GUARANTEE OR OBLIGATION TO SELL YOUR COLLECTIBLES. RARIBLE IS NOT OBLIGATED TO POST YOUR COLLECTIBLES FOR SALE; AND IF RARIBLE DOES POST YOUR COLLECTIBLES FOR SALE, RARIBLE DOES NOT GUARANTEE THAT YOUR COLLECTIBLES WILL SELL, NOR IS RARIBLE OBLIGATED TO EXPEND ANY EFFORT WHATSOEVER TO SELL YOUR COLLECTIBLES.

8. CREATOR’S INDEMNIFICATION. In addition to the indemnification provision of the Terms of Service, you agree to indemnify, defend, and hold harmless Rarible Entities from any claim or investigation relating to or arising from your use of the Service as a Creator. This obligation remains in effect indefinitely.

9. TERMINATION. Rarible may terminate this Agreement at any time by suspending, deleting, or otherwise discontinuing your Account or the provision of the Service or as otherwise specified in the Terms of Service. You may terminate this Agreement at any time by discontinuing use of the Service. This Agreement survives termination (for any reason) and continues in force indefinitely to any Collectibles purchased or received hereunder and all matters relating to such Collectibles or their use, including without limitation the use restrictions, warranties, indemnification, limitation of liability and mandatory arbitration provided in this Agreement.

10. MISCELLANEOUS

10.1 General. This Agreement, together with the Terms of Service and Privacy Policy and any other agreements expressly incorporated by reference into this Agreement, are the entire and exclusive understanding and agreement between you and Rarible regarding your use of the Service as a Creator. You and Rarible agree that any dispute arising in connection with this Agreement will be resolved by binding arbitration as described in the Terms of Service.

10.2 Independent Contractor. You acknowledge that you are an independent contractor and no agency, partnership, joint venture, or employee-employer relationship with Rarible is intended or created by this Agreement or any relationship between us, that you have no power or authority to make any commitments on behalf of Rarible, and that Rarible has no power or authority to make any commitments on your behalf. You will be solely responsible for the supervision, direction and control, compensation, benefits, and withholdings of all of your personnel.

10.3 Contact Information. If you have questions about this Agreement, please contact us by email at dispute@rarible.com.