

Artist Services Terms & Conditions

1. THE SERVICES.

- a. The Services provided by Rarible under this Agreement (the "Services") shall include the services provided in the Cover Sheet/Intake Form and may include functionality that allows the Artist to "tokenize" their Artwork, for example, as an ERC-721 token (each, an "NFT"). NFTs embody the Artist's Artwork including without limitation, collectibles, artwork, videos, imagery, content, rich media, game items, etc. (the Artist's Artwork together with the NFT, a "Collectible") for sale, rent, trade, gratis, or other distribution (collectively all such distribution referred to herein as a "Sale") via the Service. NFTs are intended to be "non-fungible" with a Uniform Resource Identifier ("URI") identifying an appropriately configured JavaScript Object Notation file (the "Collectible ID").
- b. **Waiver of Rights to NFTs and Collectibles.** By creating Collectibles via the Service, Artist waives any rights to prior inspection or approval of any marketing or promotion related to the Collectibles. Artist also hereby grants Rarible a perpetual, unlimited right and license to use Artist's name, likeness and the Artwork in promotion of the same and hereby waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the Artist's image and likeness, the Artwork, the Collectible, or any portion thereof.
- c. Rarible reserves the right to refuse to issue, or remove any Collectible for any reason, in its sole discretion, or if such Collectible violates the terms of this Agreement in its sole discretion, and in particular, but without limiting its rights, Collectibles that are or could be interpreted to be: (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").
- d. **NO GUARANTEE OR OBLIGATION TO SELL THE COLLECTIBLES.** RARIBLE IS NOT OBLIGATED TO POST THE COLLECTIBLES FOR SALE; AND IF RARIBLE DOES POST THE COLLECTIBLES FOR SALE, RARIBLE DOES NOT GUARANTEE THAT THE COLLECTIBLES WILL SELL, NOR IS RARIBLE OBLIGATED TO EXPEND ANY EFFORT TO SELL THE COLLECTIBLES.

2. PRICING, PAYMENT, & TAXES.

- a. Creating, selling, or otherwise transferring NFTs and the Collectibles embodied therein may be subject to fees, commissions, royalties, and other charges payable to Artist and to Rarible as set forth in Section 3 of the Terms of Service, and may change from time to time. Artist is responsible for any applicable sales, use, property, or other taxes and customs duties imposed by a governmental authority that may apply to the sale of the Collectible. Artist will be responsible for linking and maintaining accurate, up-to-date Wallet information associated with its 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.
- b. **Remittance of Fees.** In addition to the fees due and payable under the Terms of Service, including without limitation marketplace and platform service fees. Rarible may also be entitled to a share of Artist's minting sale proceeds as stated in the Cover Sheet, if applicable. Any applicable fees due and payable to Rarible shall be automatically collected and remitted to Rarible's wallet at the time of transaction via smart contract.

3. ARTIST ACCOUNT.

- a. **Account and Registration.** In order to register an account on the Service ("Account"), Artist will need to provide a blockchain address and link directly to a third-party Rarible-Supported Blockchain node or link indirectly through any Rarible-Supported Blockchain cryptocurrency wallet application (such as the web browser extension Metamask) which interacts with the node (each, a "Wallet"), or with assistance from Rarible. Artist agrees that the information provided to Rarible is accurate, complete, and not misleading, and that it will keep it accurate and up to date

at all times. Artist is solely responsible for maintaining the confidentiality of its Account and it accepts full and sole responsibility for all activities that occur under the Artist's Account.

- b. If Artist believes that the Account is no longer secure, then Artist shall immediately notify Rarible at dispute@rarible.com and to Artist's account representative at Rarible. By using a Wallet in connection with the Service, Rarible agrees that it is using the Wallet under the terms and conditions of the applicable provider of the Wallet, or as agreed between the Artist and such Wallet provider. Rarible does not operate, maintain, nor is it affiliated with the Wallet services, and Rarible does not have custody or control over the contents of Artist or Artist's customers' Wallets and Artist hereby acknowledges that Rarible has no ability to retrieve or transfer contents from any such Wallet. Rarible accepts no responsibility for, or liability to Artist or its customers, in connection with uses of Wallets and makes no representations or warranties regarding how the Service will operate with any specific Wallet.
- c. **Eligibility.** Artist is not owned or controlled by any person who is, nor is it acting on behalf of any person who is, located in, an ordinarily resident of, organized, established, or domiciled in any country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. Rarible may request Artist complete Know Your Customer ("KYC") verification to complete Account enrollment for access to the Services. Artist hereby agrees to comply with all KYC verification requests. Failure to complete the verification request will terminate this Agreement.

4. ARTIST ARTWORK & LICENSE TO RARIBLE.

- a. **License.** Artist hereby grants to Rarible, its affiliates, assigns, subsidiaries, agents, and third-party service providers a irrevocable license to (a) incorporate the Artwork into the NFT to create and deploy the Collectible; (b) reproduce the Collectibles on computer servers (including software applications) owned, operated or controlled by or on behalf of Rarible, (c) 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, (d) publicly display, market, sell, and distribute the Collectibles through the Service and facilitate the same; (e) display, reproduce and otherwise use the Collectibles to advertise, market and promote the availability of the Collectibles on the Service, the Service and Rarible, generally.
- b. **Moral Rights.** To the extent any moral rights are not transferable or assignable, Artist hereby waives and agrees 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 Collectible.
- c. **Collectible License.** Artist hereby grants to any Artist customer who buys or otherwise acquires a Collectible via the Service and any downstream buyers who subsequently buy or otherwise acquire a Collectible through legal and authorized means, a worldwide, perpetual, irrevocable, royalty-free, fully paid right and license to use the applicable Collectible, in accordance with the Artwork License provided in the Cover Sheet/In Take form.
- d. **NSFW Collectibles and Objectionable Content.** If the Collectible(s) would typically be considered "not safe for work," inappropriate for minors and/or other users, or could otherwise to be considered Objectionable Content, Artist agrees to categorize such Collectibles as "NSFW." The Posting of any Objectionable Content may subject Artist to third-party claims and none of the rights granted under this Agreement may be raised as a defense against any third-party claims arising from the posting of Objectionable Content.

5. ARTIST REPRESENTATIONS, WARRANTIES, AND COVENANTS.

- a. Artist represents, warrants and covenants that: (i) Artist is authorized to enter into this Agreement and grant the rights granted herein; (ii) It owns, controls, manages, or has secured all necessary rights to the content embodied in the Collectibles; (iii) the Collectibles created, minted, sold, traded or otherwise distributed via the Service under this Agreement do not and will not violate or infringe the copyright, trademark, patent, trade secret or other intellectual property or any other proprietary rights of any third party; (iv) the Collectibles will not violate the privacy rights, publicity rights, or any other rights of any third party, including, but not limited to, the rights of any person visible in any of Collectibles; (v) the creation of Collectibles using the content embodied therein will not require Rarible, or 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; (vi) the creation of the Collectibles does not and will not result in a breach of contract between you and a third party; and (vii) Artist has, will, or has agreed to pay all monies owing to any person resulting from the creation of the Collectibles, including from Rarible's exercise of the licenses set forth herein.

- b. FTC Endorsement Guidelines. Notwithstanding any other provision in this Agreement, Artist also represents and warrants that it will comply with all laws and regulations regarding endorsements or testimonials made by Artist in the Collectibles, including that it will (a) make only accurate statements that represent its 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.
 - c. Artist will not use, nor authorize any third party to use the Service for illegal or unlawful purposes and will at all times comply with applicable law.
6. **ARTIST'S INDEMNIFICATION.** In addition to the indemnification provision included in the Terms of Service, Artist hereby agrees to indemnify, defend, and hold harmless Rarible Entities (as defined in the Terms of Service) from any claim, potential claim or investigation relating to or arising from the Collectibles or Artist's use of the Services. This obligation remains in effect indefinitely.
7. **SALES DISCLAIMER; NO WARRANTY FROM RARIBLE.** RARIBLE MAKES NO REPRESENTATIONS ABOUT THE QUANTITY, SUFFICIENCY OR QUALITY OF SERVICES THAT IT PROVIDES TO ARTIST. RARIBLE DOES NOT WARRANT THAT IT WILL POST THE 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.
8. **TERMINATION.**
 - a. Rarible may terminate this Agreement at any time by suspending, deleting, or otherwise discontinuing the Artist Account or the provision of the Service or as otherwise specified in the Terms of Service.
 - b. Artist may terminate this Agreement at any time by discontinuing use of the Service.
 - c. Effect of Termination. To the extent Artist has provided Rarible with any Artwork or other Artist content and such content has not been distributed as a Collectible, Rarible will return or destroy such content in its possession at Artist's instruction and at its cost. Any and all fees or costs owed to Rarible shall become immediately due, and Artist shall remit such payment within three (2) business days from the effective date of Termination.
 - d. With respect to any Collectible that has been purchased or received hereunder, and for all matters relating such Collectibles or their use, including without limitation the use restrictions, warranties, indemnification, limitation of liability and mandatory arbitration provided in this Agreement, this Agreement shall survive termination (for any reason) and will continue in full force indefinitely.
9. **Privacy.** Artist acknowledges that Rarible will collect user and Artist customer data as necessary to fulfill its obligations under this Agreement. Artist acknowledges it has read, and understands how Rarible uses, stores, treats, and shares user data as set forth in its Privacy Policy.
10. **Arbitration.** Any dispute, claim, or controversy between the parties arising out of or relating to this Agreement, whether in contract, tort, or otherwise, and the parties' rights, remedies (collectively, "Disputes") will be conclusively determined by a final and binding confidential arbitration proceeding to take place in the New York City and County of New York, New York. Such proceedings will be conducted in English and administered by JAMS pursuant to the JAMS Comprehensive Arbitration Rules and Procedures then in effect, before a single arbitrator chosen in accordance with such rules. The ruling by the arbitrator may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator's fees, but each party will bear their own attorneys' fees and other costs associated with the arbitration. Both parties agree that this arbitration provision may be enforced by

injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order. In addition, and notwithstanding the foregoing, each party will be entitled to seek immediate injunctive relief from a court of competent jurisdiction. Disputes must be brought to arbitration within the applicable period under law or they are waived.

11. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (b) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12. MISCELLANEOUS

- a. General. This Agreement, together with the Terms of Service and any other agreements expressly incorporated by reference into this Agreement, are the entire and exclusive understanding and agreement between the parties hereto regarding Artist's use of the Services as described herein. Artist 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.
- b. Independent Contractor. Artist acknowledges that it is 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 the parties and that Artist has 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 Artist's behalf. Artist is solely responsible for the supervision, direction and control, compensation, benefits, and withholdings of all of its personnel.
- c. Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the words "such as," "for example" "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; (d) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (f) whenever the context may require, any pronouns used in this Agreement will include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns will include the plural, and vice versa. The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof. References to "\$" and "dollars" are to the currency of the United States of America. Any law defined or referred to herein means such law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor laws.
- d. Prevailing Terms. In the event of a conflict between the terms and conditions set forth in this Agreement and other agreement between the parties or the Terms of Service, this Agreement shall take precedence.
- e. Assignability. Artist may not assign its rights and obligations under this Agreement without the written consent of Rarible. Rarible may freely assign its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.
- f. Notices. Any notice required or permitted to be given under this Agreement will be effective if it is in writing sent by email to legal@Rarible.com or the Artist's preferred communication method

as set forth in the Cover Sheet/ In Take form or if communicated by Rarible to Artist via the Service. Notices are deemed given two business days following the date of email being sent.

- g. Force Majeure. Rarible will not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, labor shortages, acts of war, acts of terrorism (whether actual or threatened), governmental actions, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, planetary invasion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, transportation, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Rarible in the conduct of its business.
- h. Governing Law and Litigation. Subject to Section 15.7 of the Terms of Service, this Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of the State of Delaware, excluding its conflict of law provisions. The application of the United Nations Convention on the Sale of Goods is not applicable and expressly disclaimed by the parties.
- i. Waiver and Severability. The waiver by either party of any breach of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation under this Agreement will not be a waiver of the party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement. If any part of this Agreement is unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- j. Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of all agreements between these parties and supersedes all previous oral and written agreements regarding these matters. It may be changed only by a written agreement signed by the party against whom enforcement is sought. The exhibits referred to in this Agreement are incorporated into this Agreement.
- k. Execution in Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The Agreement may be executed and delivered electronically.