

TERMS OF SERVICE

Version 2.0, 1 February 2023

Authic Labs B.V. is a company incorporated and existing under Dutch law, having its registered office at Singel 66-II in 1015AC Amsterdam and being registered in the Trade Register of the Chamber of Commerce under number 85539600, hereinafter called "**Authic**".

The terms of service included below exclusively apply to any contract or other (legal) relationship between Authic and any third party in relation to (the use of) the Website, Services or Dashboard of Authic. The right to access and use of the Website, Services or Dashboard of Authic is conditional to the exclusive application of these terms of service.

Article 1 - Definitions

"Agreement" means the agreement or other legal relationship, governed by and including these terms, conditions and policies, between Authic and User or any third party regarding the access to and use of the Website, Services or Dashboard of Authic.

"Dashboard" means the web interface provided by Authic for the management of NFT marketplaces.

"NFT" means a non-fungible token, a unique digital asset stored on a blockchain that represents ownership of a specific piece of digital content.

"User" means any natural or legal person who makes use of the services provided by Authic, including but not limited to the use of Authic Suite, the NFT marketplace building platform.

"Services" means all services, including any related products or deliverables, provided by Authic to User or any third party.

Article 2 – Applicability

2.1 These Terms of Service apply to all legal relationships between Authic and its Users.

2.2 By using the Services of Authic, the user agrees to the Terms of Service.

Article 3 - Services

3.1 Authic provides a software as a service (SaaS) platform that enables users to build and manage their own marketplace for the trading and storing of NFTs through a Dashboard.

3.2 Authic provides the necessary technical infrastructure for the operation of the platform, which might also include the necessary maintenance and support.

3.3 Authic does not provide any legal, financial or tax advice to its users. Users are responsible for complying with all applicable laws and regulations in their jurisdiction.

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

Article 4 - Fees and Payment

4.1 Authic charges a monthly fee and a transaction fee for the use of its Services. The amount and payment terms of the fees will be agreed upon by Authic and the User in advance before the Services are delivered by Authic.

4.2 The user is responsible for the payment of all fees, taxes and other charges related to the use of Authic's Services.

4.3 Authic reserves the right to suspend or terminate the User's access to its platform in case of non-payment after 10 Business Days.

Article 5 - Intellectual Property

5.1 Authic retains all intellectual property rights to its platform, including but not limited to copyrights, trademarks and patents.

5.2 The user is granted a non-exclusive, non-transferable license to use the platform for the duration of the legal relationship between Authic and the user.

5.3 The user is not allowed to copy, modify, distribute or reverse engineer the platform, or use it for any illegal or infringing purposes.

5.4 Unless otherwise indicated in writing by us, the Services and all content and other materials contained therein, including, without limitation, the Authic logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof are the proprietary property of Authic.

Article 6 - Liability and limitation of liability

6.1 Authic is not liable for any damages or losses resulting from the use of its Services, unless such damages or losses are the result of intentional misconduct or gross negligence on the part of Authic.

6.2 Any indemnification by Authic shall not exceed the yearly amount of the fixed fees paid by User to Authic in the year of occurrence of the event giving rise to the claim for the Service which is the subject of the claim. If Services are provided for free, then the

compensation due for damages as mentioned in the previous paragraph shall not exceed 100 EUR per User.

6.3 Any liability of Authic for incidental, indirect or consequential damages including, but not limited, to loss of opportunity, loss of goodwill, loss of business, loss of profit or reputation damage, is excluded.

6.4 Liability claims against Authic are only valid if made within three months of the date the event that caused the damages became known to the User.

Article 7 - Data Protection

7.1 Authic processes personal data of its users in accordance with its Privacy Policy, which can be found on www.authic.io.

7.2 The User is responsible for obtaining all necessary consents and permissions for the processing of personal data of third parties through the use of Authic's Services.

Article 8 – Amendments

8.1 Authic reserves the right to change or modify the Terms of Service at any time and at its sole discretion. If Authic makes any such changes to the Terms of Service, it will provide notice of such changes to User by sending an email notification.

Article 9 – Termination

9.1 Notwithstanding anything contained in the Terms of Service, Authic reserves the right, without notice and in our sole discretion, to terminate User's right to access or use the Services at any time and for any or no reason, and User acknowledges and agree that Authic shall have no liability or obligation in such event and that User will not be entitled to a refund of any amounts that has already been paid to Authic, to the fullest extent permitted by applicable law.

9.2 Upon termination, the user's access to the platform will be terminated and all outstanding fees will become due and payable immediately.

Article 10 – User Conduct

10.1 User agrees to not violate any law, contract, intellectual property or other third party right, and that User is solely responsible for his or her conduct, while accessing or using the Services provided by Authic. User agrees to abide by these Terms of Service and will not:

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

could damage, disable, overburden or impair the functioning of the Services in any manner;

f. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services;

g. Reverse engineer any aspect of the Services, 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 Services.

h. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;

i. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by Authic to access the Services, extract data or otherwise interfere with or modify the rendering of Services;

j. Use data collected from the Services to contact individuals, companies, or other persons or entities;

k. Use data collected from the Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);

l. Bypass or ignore instructions that control all automated access to the Services;

m. Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;

n. Use the Ethereum Platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Ethereum Platform, or the Service;

o. Engage in wash trading or other deceptive or manipulative trading activities;

p. Place misleading bids or offers;

q. Use the Service from a country sanctioned by the government of the Netherlands or any other EU country.

Article 11 – Miscellaneous

11.1 If any provision of the Terms of Service is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.2 No waiver of any breach of the Terms of Service shall be construed as a waiver of any other breach.

11.3 The Terms of Service shall be governed by and construed and enforced in accordance with the laws of the Netherlands. Any disputes that arise will in the first instance be heard by the competent court in Amsterdam, to the exclusion of any other court.