

Terms of Service
Last Updated: 01/29/2024

Please read these Terms of Service (the “**Terms**”) and our Privacy Policy (<http://magiceden.io/legal/privacy-policy>) (“**Privacy Policy**”) carefully because they govern your use of the website and interface located at <https://magiceden.io/> (the “**Site**” or the “**Magic Eden Platform**”), the blockchain currency management software that is downloadable from the site (the “**Software**”), corresponding mobile applications (“**Apps**”), and other services and resources that are available, enabled or offered by Euclid Labs Inc. (“**Euclid Labs**,” “**we**,” “**our**”), which facilitates interaction with certain decentralized cryptographic protocols, which are either open-sourced or may become open-sourced (collectively, the “**Protocols**”) to effectuate the creation and deployment (aka “minting”) of non-fungible tokens (“**NFTs**”), support sale and distribution of such NFTs on the decentralized blockchains on which the NFTs are recorded (“**Blockchain**”), and support the management of cryptographic currencies. To make these Terms easier to read, the Site, Software, Apps and our services are collectively called the “**Services**”. These Terms do not govern any interactions you may have with our third-party API providers, each of which has its own terms. Euclid Labs is not a bank or financial institution and does not provide investment or financial advice to users of the Services. We are solely the provider of the Services.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND EUCLID LABS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 18 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 18 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 17 (GOVERNING LAW) WILL APPLY INSTEAD.

- 1. Agreement to Terms.** By using the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, you are not authorized to use the Services.
- 2. Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.
- 3. Changes to these Terms or the Services.** We may update the Terms from time to time at our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site, to the Apps and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services anymore. Because the Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
- 4. Who May Use the Services?**
 - (a) Eligibility.** **YOU MAY USE THE SERVICES ONLY IF YOU ARE 18 YEARS OR OLDER AND CAPABLE OF FORMING A BINDING CONTRACT WITH EUCLID LABS, AND NOT OTHERWISE BARRED FROM USING THE SERVICES UNDER**

APPLICABLE LAW. As required by the Children’s Online Privacy Protection Act, we will not knowingly solicit or collect personal information from any user under the age of 13. Do not attempt to use the Services if you are under the age of 13. If we become aware that a user is under the age of 13, we will promptly delete all personal information of the user. If you have information that suggests that a user of the Service could be under the age of 13, please send an email to tos@magiceden.io.

(b) **Compliance**. The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where the Services are accessed from. Furthermore, we reserve the right, at any time, at our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

(c) **Unauthorized Access**. You may not access or utilize the Site and/or Services for the purpose of web crawling, web harvesting, data mining, data extraction, scraping or aggregating information, including without limitation listings and smart contracts available on or through the Site and/or Services, or similar activities without our prior written consent at our sole discretion. Users who wish to engage in any of the foregoing activities must visit <https://docs.magiceden.io/> and abide by the application programming interface (the “API”) licensing terms made available on that site to legally access and use the APIs. We reserve the right to implement testing and maintenance of the API at our sole discretion. Engaging in any of the activities referenced in the first sentence of this paragraph without prior authorization is a prohibited material breach of these Terms and may subject violators to legal liability.

5. **About the Services.**

(a) **The Magic Eden Platform**. The Services facilitate interactions with the Protocols and Blockchains to allow individuals to, *inter alia*, bid on, purchase, trade, and sell NFTs. Euclid Labs provides the Magic Eden Platform, which is an interface to interact with the Protocols and Blockchains. The Services also allows users to create and deploy NFTs.

(i) You may participate in the Services by linking your digital wallet(s) on supported bridge extensions, which allows you to purchase, store, and engage in transactions using cryptocurrency. Before putting up your unique digital asset for sale or putting in an offer to purchase a unique digital asset from another user, we will ask you to download a supported electronic wallet extension and connect and unlock your digital wallets with that extension. Once you submit an order to sell or purchase a unique digital asset, your order is passed on to the applicable extension, which completes the transaction on your behalf.

(ii) MAGIC EDEN PLATFORM IS NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. EUCLID LABS FACILITATES TRANSACTIONS BETWEEN THE PURCHASER AND SELLER ON THE MAGIC EDEN PLATFORM BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE PURCHASER AND SELLER OF NFTs OR BETWEEN ANY USERS.

(iii) YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE MAGIC EDEN PLATFORM. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, EUCLID LABS MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE PLATFORM.

(b) **Transactions Are Conducted on the Blockchain.** While Euclid Labs offers a marketplace for NFTs, it does not buy, sell or take custody or possession of any NFTs, nor does it act as an agent or custodian for any user of the Services. Instead, each NFT that is listed for sale will be deposited into a blockchain-based smart contract deployed by Euclid Labs to ensure that the purported seller owns such NFT. Each such NFT is released automatically upon consummation of its sale through the relevant Blockchain network. If you elect to mint, buy, or sell any NFTs, any transactions that you engage in will be conducted solely through the relevant Blockchain network governing such NFT. You will be required to make or receive payments exclusively through the cryptocurrency wallet you have connected to the Magic Eden Platform. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Service. There may be royalties associated with the secondary sale of any NFT. You acknowledge and agree that the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network's nonfungible token standard or another means and Euclid Labs does not have any control or ability to direct such funds or the obligation to collect such fees.

(c) **Promotions Programs.** Your participation in certain programs (e.g., promotions, sweepstakes, giveaways, contests, rewards programs, etc.) made available through the Magic Eden Platform will be subject to additional terms and conditions specific to such programs as set forth by Euclid Labs or the sponsor of each promotion or program.

(d) **Terms Applicable to Purchasers and Sellers.** If you are using the Services to purchase NFTs, you are a "**Purchaser**," and if you are using the Services to sell NFTs, you are a "**Seller**." If you are either a Purchaser or Seller, you agree to the following additional terms:

(i) **Purchase Terms.** Although the terms of sale for an NFT are displayed on the Magic Eden Platform, all such terms are determined by the Purchasers and Sellers and the sale and purchase of NFTs are subject to such (e.g., with respect to the use of the NFT Content, as defined below in Section 5(e)(ii), or benefits associated with a given NFT) ("**Purchase Terms**"), including, but not limited to, the price to be paid for such NFT. Euclid Labs is not a party to any such Purchase Terms, which are solely between the Purchaser and the Seller and is not responsible for ensuring compliance with such terms or mediating or resolving any disputes with respect to such Purchase Terms, including, but not limited to, any disputes arising out of or related to the authenticity of the NFT or any intellectual property rights associated with such NFT. The Purchaser and Seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms, and

for resolving any disputes arising from any breach of any Purchase Terms. Seller must comply with and fulfill the Purchase Terms with respect to any NFTs that it sells. When you purchase an NFT through the Services, you own all personal property rights to the electronic record that comprises the NFT (i.e., the right to sell or otherwise dispose of that NFT). Unless expressly specified in the Purchase Terms, such rights, however, do not include the ownership of the intellectual property rights in any NFT Content.

(ii) Costs and Fees. Transactions on the Magic Eden Platform may be subject to fees that Euclid Labs collects to support the NFT creators and Magic Eden Platform, as posted on the Site or otherwise set forth in these Terms. “**Revenue**” means the gross amount paid by the Purchaser of a sale of your NFT on the Magic Eden Platform. You further agree to pay all other applicable fees, including Gas Fees and hosting fees, and you authorize Euclid Labs to automatically charge you for any such fees or deduct such fees (including the Transaction Fee) directly from the amounts paid by the Purchaser or the amount received by Seller, at our discretion. The payments made to Creators do not include any Taxes (as defined below), and Euclid Labs shall have no responsibility for payment of such Taxes regardless of the taxing authority. Each party shall be responsible for all Taxes imposed on its income or property. Sellers or Purchasers, as applicable, will be responsible for paying all such fees, Taxes, and Gas fees. In addition, interactions with the Blockchain may also result in transaction fees or Gas Fees (as defined below) imposed by the Blockchain, which are also solely your responsibility. “**Gas fees**” mean fees that fund the network of computers that run decentralized blockchain networks, meaning that you will need to pay a Gas Fee for each transaction that occurs via a blockchain network.

(iii) Revenue Share and Fees. If you are a Seller, will receive Revenue less the Transaction Fee for each initial sale of your NFT on the Magic Eden Platform. “**Transaction Fee**” means the percentage of the Revenue generated from the sale of an NFT that is listed on the listing interface, as agreed by You, when determining to list your NFT for sale. The Transaction Fee may be, but is not required to be, the sale percentage for all sales of NFT and may be changed from time to time prior to being agreed to on the listing interface with respect to.

(e) Terms Applicable to Creators. If you are using the Services to create and deploy NFTs or other digital assets, you are a “**Creator**” and agree to the following additional terms:

(i) Royalties. If you are a Creator, in each sale by other Sellers following your initial sale of your NFT, you may receive the percentage of Revenue with respect to each such sale set forth in the applicable field of the NFT at the time of creation (“**Artist Royalty Fee**”).

(ii) NFT Content. As between Euclid Labs and you, you shall continue to exclusively own all right, title and interest in and to the digital art embodied in the NFTs and any name, likeness, image, signature, voice and other identifiable characteristics included in the digital art embodied in the NFTs, creative assets you provide to Euclid Labs, and your name, logos and trademarks, and all intellectual property rights in the foregoing (collectively, the “**NFT Content**”). Notwithstanding the foregoing, you grant to Euclid Labs a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, license, with the right to sublicense through multiple tiers, to use NFT Content for the purpose of performing Euclid Labs’ obligations under these Terms, including hosting the NFT Content and listing, marketing and facilitating the sale of the NFTs, and marketing or promoting the Services.

(iii) Creator Obligations and Perks. You shall obtain all rights to the NFT Content in connection with the use thereof by Euclid Labs as contemplated in these Terms, and the awarding and

administration of the benefits that you sell or list in connection with the sale of your NFT, as applicable, including, but not limited to: (i) clearing and obtaining any rights in connection with the NFT Content, including any music performance rights and payment of royalties to any performing rights organizations; (ii) acquiring any services or materials needed in connection with the NFTs and benefits offered to Purchasers; and (iii) the costs and compliance for the benefits, including as specified in the Purchase Terms.

(iv) Promotions Tool. The Services may enable you to administer a promotion (e.g., a contest or sweepstakes) (a “**Promotion**”) through the use of a promotions tool (a “**Promotions Tool**”). By using a Promotions Tool, you (a) agree to fully release Euclid Labs from any liability in connection with the promotion, and (b) acknowledge and agree that a Promotion is not in any way sponsored, endorsed, or administered by Euclid Labs unless agreed to in writing by you and Euclid Labs.

(1) Administration of Promotion. If you use a Promotions Tool to administer a promotion, you are responsible for the lawful operation of that promotion, including: the official rules; offer terms and eligibility requirements (e.g., age and residency restrictions); and compliance with applicable rules (e.g. terms and conditions of any platform on which a Promotion may be advertised, restrictions on any prizes, etc.) and regulations governing the Promotion and all prizes offered (e.g., registration, bonding, and obtaining necessary regulatory approvals). You further represent and warrant that a Promotion administered through a Promotion Tools will be conducted in compliance with all applicable laws, rules, and regulations.

(2) Required Content. In using the Promotion Tool to administer a Promotion, you represent and warrant that you will provide official rules to the participants of such Promotions, and you further represent and warrant that the official rules for any such Promotion administered through the Promotion Tool will include the following provisions:

“This promotion is not sponsored by Euclid Labs, Inc. (“Euclid Labs”). You acknowledge and agree that Euclid Labs is not responsible for the administration or fulfilment of this promotion.

(3) No Assistance. Unless agreed to in writing by you and Euclid Labs, we will not assist you in the administration of your Promotion, and you agree that if you use the Promotions Tool to administer your Promotion, you do so at your own risk.

(v) Warranties. You represent and warrant that (i) you have the full right, power and authority to grant the rights granted or agreed to be granted hereunder, including, but not limited to, fully cleared permissions, consents, rights and licenses to the NFT Content in these Terms; (ii) the NFT Content, the NFTs, and the listing and sale contemplated by these Terms, complies with all, and do not and will not violate any applicable law, statute, rule, or regulation, will be performed in accordance with the intended specifications and without material error, and will be delivered free and clear of any claims, liens or rights of third parties; (iii) the NFT Content and Euclid Labs’ use thereof in accordance with these Terms does not and will not infringe any intellectual property rights of any third party or any right of privacy or publicity, or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any third party; (iv) you will fulfill your obligations under any terms with a Purchaser of the NFTs, as applicable; (v) any advertising or promotion of the NFTs by you or on your behalf will not constitute false, deceptive or unfair advertising or disparagement under any applicable laws and will not suggest a likely increase in

value of the NFTs; and (vi) you will not use the proceeds retained from sales of the NFT, whether through the Magic Eden Platform or any other platform for capital raising purposes.

(f) **Terms Applicable to the Software.** Use of the Software is governed by these Terms. Euclid Labs delivers the Software via download and we will not provide you with any tangible copy of the Software. Subject to your compliance with the Terms, Euclid Labs grants you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on computers or mobile devices you own or control solely for your personal or internal business purposes. **Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware. You are responsible for securely maintaining any passwords or secret phrases that relate to your use of the Software. You acknowledge that certain methods of securing a secret recovery phrase, such as storing it as a digital file on your personal device or on a cloud storage provider, may increase the risk that your account or secret recovery phrase will be compromised. You further acknowledge that Euclid Labs is not responsible for any theft of a secret recovery phrase, or loss or damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. Euclid Labs may not be able to recover passwords or unlock account information stored on the Software, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.**

(g) **Updates.** The Software and Services are evolving and you may be required to accept or install updates to the Software or Services, or update third-party software (i.e., browsers or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice. It is your responsibility to ensure that you are using the most recent version of the Software at all times.

(h) **Price Alerts.** By using a price alerts feature, you agree that price alerts are for informational purposes only. Price alerts may be delayed, limited or inaccurate and may not cover all assets. Euclid Labs is not responsible for any customer losses caused by price alerts.

(i) **Terms Applicable to the Rewards Program.** Euclid Labs offers a cross chain rewards program to users of the Services (the “**Rewards Program**”). The Rewards Program is offered at our sole discretion. These terms, as well as rules, conditions, benefits or digital representations of your membership and participation in the Rewards Program (“**Rewards**”) may be modified at any time by Euclid Labs with or without notice. Such changes may affect previously earned Rewards.

(i) **Eligibility and Enrollment.** The Rewards Program is open to individuals who are eligible or choose to use the Services. The Rewards Program is intended for personal use only. Commercial use is prohibited. To enroll in the Rewards Program and begin accumulating Rewards, participants can begin by connecting their wallet and following the prompts on magiceden.io in relation to the Rewards Program. You may be required to provide an email address, wallet information or other details in order to receive certain Rewards.

(ii) How to Earn Rewards. You may accumulate Rewards for any qualifying transaction made on and after your date of enrollment in the Rewards Program. The number and type of Rewards you can earn will be dependent on a particular promotion, action or other experience in connection with the Services. We reserve the right to retroactively award Rewards not meeting these conditions at our sole discretion. Rewards may be subject to additional terms, conditions, restrictions or limitations, which may be disclosed in conjunction with the opportunity to earn or redeem the Rewards, and such terms may be added to these Rewards Terms from time to time.

(iii) Tracking Rewards. Rewards Program participants can view and track qualifying transactions and available Rewards by connecting their wallet and logging into their account on magiceden.io. We reserve the right to change the number of Rewards required to redeem certain benefits at our sole discretion at any time. Rewards may expire in accordance with the details set out in the Rewards Program.

(iv) Using your Rewards and Special Offers. We may from time to time at our sole discretion make available to participants in the Rewards Program the opportunity to earn, use or redeem Rewards through special offers, challenges, bonuses, or other promotions. The terms and conditions applicable to any such special offers, challenges, bonuses or other promotions will be determined by us at our sole discretion and communicated to participants in conjunction with any such offers in connection with the Services. Because any terms and conditions associated with any special offers, challenges, bonuses or other promotions, whether under the Rewards Program or as part of standalone promotion or product offering, may be different from or in addition to provisions of these Terms, you should read any such special offer terms and conditions carefully before participating in any special offer.

(v) Limitations, Restrictions, and Other Terms. Euclid Labs' determinations of participant eligibility or any questions or disputes arising under the Rewards Program shall be final and binding and not subject to challenge or appeal. Other than as set forth in the Dispute Resolution section of these Terms, nothing will limit Euclid Labs from exercising any legal or equitable rights or remedies that it may have. Without notice to you, Euclid Labs reserves the right to suspend and/or terminate any aspect of the Rewards Program and/or your participation in the Rewards Program if we determine at our sole discretion that you have violated these Terms, or that the use of the Rewards Program is unauthorized, deceptive, fraudulent, unlawful, or intentionally subverts the purposes of these Terms. In the event that your participation in the Rewards Program is terminated, then all accumulated Rewards may be voided at our discretion. There are no membership fees associated with the Rewards Program, although use of online services in conjunction with participation in the Rewards Program may result in data charges, internet access fees or similar expenses.

Euclid Labs reserves the right to modify, amend or revise the Rewards that are made available. The number of Rewards required for redemption may be increased, any prize may be withdrawn, and restrictions on any prize or its redemption may be imposed by Euclid Labs. Euclid Labs is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems including blockchain systems, servers, or providers, computer equipment, software, failure of any e-mail as a result of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any resulting error in computing qualifying transactions or any unavailability of Rewards, or any injury or damage to any participant's or any other person's computer or mobile device related to or resulting from participation in the Rewards Program. If, for any reason, the Rewards Program is not capable of running as planned, including due to errors of any kind or nature, infection by computer virus, bugs, tampering,

unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Euclid Labs which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Rewards Program, Euclid Labs reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Rewards Program or otherwise respond to the circumstances as we deem appropriate.

(vi) **Changes to the Rewards Program.** Euclid Labs reserves the right to change, update and/or discontinue, in whole or in part, either temporarily or permanently, the Rewards Program or any portion of the Rewards Program, all or any portion of these Terms, and/or any policy, FAQ, guidelines or disclosures pertaining to the Rewards Program, at any time at its sole discretion and without advance notice to you or any other participants. Unless otherwise specified, any changes or modifications will be effective immediately upon posting revisions to our Terms, and you waive any right you may have to receive specific notice of such changes or modifications. If you continue to participate in the Rewards Program by earning Rewards and redeeming your Rewards, or otherwise participating in the Rewards Program in any way after a change to these Terms, you will be deemed to have read, understood and unconditionally consented and agreed to such changes. Euclid Labs will not be liable to you in the event of any modification, suspension or discontinuance of the Rewards Program.

(j) **Taxes.** You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to the Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

(k) **Suspension or Termination.** We may suspend or terminate your access to the Services at any time in connection with any transaction as required by applicable law, any governmental authority, or if we at our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not constitute a breach of these Terms by Euclid Labs. In accordance with our anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Services.

6. **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

7. **Your Content.**

(a) **Posting Content.** The Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available

through the Services is referred to as “**User Content**”. User Content may include NFT Content. Euclid Labs does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) **Permissions to Your User Content**. By making any User Content available through the Services, you hereby grant to Euclid Labs a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services.

(c) **Your Responsibility for User Content**. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Euclid Labs on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) **Removal of User Content**. You can remove certain of your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make, or your NFT Content) may not be completely removed and copies of your User Content may continue to exist on the Services or NFT. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) **Euclid Labs’ Intellectual Property**. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

8. Rights and Terms for Apps.

App License. If you comply with these Terms, Euclid Labs grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install Apps on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run Apps solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the Apps; (ii) distribute, transfer, sublicense, lease, lend or rent the Apps to any third party; (iii) reverse engineer, decompile or disassemble the Apps (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

9. Acceptable Use Policy and Euclid Labs’ Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred,

harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Services or any individual element within the Services, Euclid Labs' name, any Euclid Labs trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Euclid Labs' express written consent;

(c) Access, tamper with, or use non-public areas of the Services, Euclid Labs' computer systems, or the technical delivery systems of Euclid Labs' providers;

(d) Attempt to probe, scan or test the vulnerability of any Euclid Labs system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Euclid Labs or any of Euclid Labs' providers or any other third party (including another user) to protect the Services;

(f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Euclid Labs or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

(j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(m) Impersonate or misrepresent your affiliation with any person or entity;

(n) Create or list counterfeit items (including any NFTs);

(o) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of

Foreign Assets Control (“**OFAC**”), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services);

(p) Engage in wash trading, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities, including but not limited to: (i) trading an NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such NFT; (ii) unduly or improperly influencing the market price for such NFT or establishing a price which does not reflect the true state of the market in such NFT; (iii) executing or causing the execution of any transaction in an NFT which involves no material change in the beneficial ownership thereof; and (iv) 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 an NFT.

(q) Use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;

(r) Fabricate in any way any transaction or process related thereto;

(s) Place misleading bids or offers;

(t) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;

(u) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

(v) Violate any applicable law or regulation; or

(w) Encourage or enable any other individual to do any of the foregoing.

Euclid Labs is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on the Service is prohibited. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being canceled, your assets being hidden, or you being suspended from the Services.

10. Copyright Policy. Euclid Labs respects copyright law and expects its users to do the same. It is Euclid Labs' policy to terminate in appropriate circumstances users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Euclid Labs' Copyright Policy at <https://magiceden.io/copyright.pdf>, for further information.

11. Links to Third Party Websites or Resources. The Services (including the Apps) may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources, websites, or links displayed on such resources or websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources or websites.

12. Termination. Notwithstanding anything contained in these Terms, we may suspend, modify or terminate your access to and use of the Services and the applicability of these Terms at our sole discretion, at any time and without notice to you. You may disconnect your digital wallet at any time. You acknowledge and agree that we shall have no liability or obligation to you in such an event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. Upon any termination, discontinuation or cancellation of the Services, the following Sections will survive: 5(d)(ii) and 5(e)(i) (only for payments due and owing to Euclid Labs prior to the termination), 7(b), 7(c), 7(e), 9, 12, 13, 15, 16, 17, 18 and 19.

13. Warranty Disclaimers. THE SERVICES, INCLUDING THE SOFTWARE, PROMOTIONS TOOL, ANY CONTENT CONTAINED THEREIN, AND ANY NFTS (INCLUDING ASSOCIATED NFT CONTENT) LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. EUCLID LABS (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. EUCLID LABS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY CONTENT CONTAINED THEREIN AND ANY NFTS LISTED THEREIN.

WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF THE SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES.

EUCLID LABS DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE SERVICES 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 SERVICES. WHILE EUCLID LABS ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, EUCLID LABS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY NFTS LISTED THEREIN, 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.

EUCLID LABS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

1. NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.
2. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, EUCLID LABS MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE SERVICES.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

14. Assumption of Risk. You accept and acknowledge:

- (a) The prices and liquidity of cryptocurrency assets (including any NFTs) are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect

the NFTs made available through the Services, which may also be subject to significant price volatility. We cannot guarantee that any Purchasers of NFTs will not lose money.

(b) You are solely responsible for determining what, if any, Taxes apply to your transactions through the Services. Neither Euclid Labs nor any Euclid Labs affiliates are responsible for determining the Taxes that apply to such transactions.

(c) Any transfer of cryptocurrency assets occurs within the supporting Blockchain and not on the Services. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

(d) There are risks associated with using an Internet based currency, 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 information stored within your wallet. You accept and acknowledge that Euclid Labs will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services for transactions, however caused.

(e) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of a certain NFT.

(f) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of NFTs.

(g) The Services may rely on third-party platforms to perform transactions with respect to any cryptocurrency assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.

(h) 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. Euclid Labs reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on Euclid Labs. Under no circumstances shall the inability to view or access your assets on Euclid Labs serve as grounds for a claim against Euclid Labs.

(i) By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. Euclid Labs is not responsible for any issues with the Blockchains or other blockchain-based networks, including forks, technical node issues or any other issues having fund, NFT, or Rewards losses as a result. You acknowledge that the cost and speed of

transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

15. Indemnity.

(a) You will indemnify, defend (at Euclid Labs' option) and hold Euclid Labs and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your NFT Content, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without Euclid Labs' prior written approval.

(b) You will indemnify and hold harmless Euclid Labs and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your breach of your representations and warranties from Section 5(e)(v).

16. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER EUCLID LABS NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EUCLID LABS OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF EUCLID LABS AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO EUCLID LABS FOR USE OF THE SERVICES OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU

HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO EUCLID LABS, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EUCLID LABS AND YOU.

17. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 18 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and Euclid Labs are not required to arbitrate will be in the state and federal courts located in San Francisco, California, and you and Euclid Labs each waive any objection to jurisdiction and venue in such courts.

18. Dispute Resolution.

(a) **Informal Resolution of Disputes.** You and Euclid Labs must first attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) informally. Accordingly, neither you nor Euclid Labs may start a formal arbitration proceeding or file a claim in court for at least sixty (60) days after one party notifies the other party of a claim in writing (the “**Informal Dispute Resolution Period**”).

As part of this informal resolution process, you must deliver your written notices via hand or first-class mail to us at Euclid Labs, 1209 Orange Street, Wilmington, Delaware 19801 (the “**Notice of Claim**”). The Notice of Claim shall include both the mailing address and email address you would like Euclid Labs to use to contact you. If Euclid Labs elects to send you a Notice of Claim, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Euclid Labs, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

(b) **Small Claims Court; Mandatory Arbitration of Disputes.** You and Euclid Labs agree that, any Dispute will be resolved solely by binding, individual arbitration or in small claims court, and not in a class, representative or consolidated action or proceeding. YOU AND EUCLID LABS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Either you or Euclid Labs can seek to have a Dispute resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Euclid Labs may seek to have a Dispute resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a Dispute in small claims court in the Superior Court of California in San Francisco. If a Dispute qualifies for small claims court, but a party commences an arbitration proceeding, you and Euclid Labs agree that either party may elect instead to have the Dispute resolved in small claims court, and upon written notice of a party’s election, the American Arbitration Association (“**AAA**”) will administratively close the arbitration proceeding. Any dispute about whether a Dispute qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain

closed unless and until a decision by the small claims court that the Dispute should proceed in arbitration. This arbitration provision shall survive termination of these Terms.

(c) **Exceptions.** Notwithstanding the above and below, each party retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of that party's intellectual property rights.

(d) **Conducting Arbitration and Arbitration Rules.** You and Euclid Labs agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Euclid Labs are each waiving the right to a trial by jury or to participate in a class, representative or consolidated action or proceeding. The arbitration will be conducted by the AAA under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration ("**Demand**") to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location.

The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by the Terms. Arbitrators can award the same damages and relief that a court can award. Except as otherwise provided herein, or in the event a Dispute qualifies for small claims court, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Euclid Labs will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your demand for arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This arbitration provision shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction, including whether a demand for arbitration is filed in violation of the Terms.

Unless you or Euclid Labs seek to have a Dispute resolved in small claims court, the arbitrator shall determine all issues of liability on the merits of any Dispute asserted by you or Euclid Labs and 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 that party's

individual claim. To the extent that you or Euclid Labs prevail on a Dispute and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Disputes in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

(e) **Mass Filing Procedures.** YOU AND EUCLID LABS AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US IS WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A MASS ARBITRATION. Euclid Lab's receipt of one or more Notice(s) of substantially similar claims brought by or on behalf of 25 or more claimants (including you) within a 60-day period ("**Mass Filing**") shall be subject to the additional procedures set forth below. Claims included in a Mass Filing, if not resolved during the Informal Dispute Resolution Period, may proceed only in accordance with the procedures set out below, and subject to the AAA [Mass Arbitration Supplementary Rules](#), to the extent not contrary to these Terms. If a court determines that this Section 18(e) is not enforceable as to your claim, then your claim may only proceed individually in court consistent with these Terms.

1. **Batching:** You and Euclid Labs agree that your and other individuals' claims deemed by Euclid Labs a Mass Filing may be filed with AAA in batches of no greater than 50 individuals' claims at one time, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for you and other claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by Euclid Labs. After your claim is batched and permitted to be filed as a Demand, you and Euclid Labs agree that selection and appointment of an arbitrator for your Demand shall be governed by the AAA Mass Filing Rules.
2. **First (Bellwether) Batch:** The first batch of up to 50 Demands are the Bellwether Arbitrations. If your claim is included in the Bellwether Arbitrations, you and Euclid Labs shall cooperate with the arbitrator assigned to your arbitration to resolve your claim within 120 days of the initial pre-hearing conference.
3. **Stay of Filing of Other Claims:** If your claim is not among those selected for the Bellwether Arbitrations, your claim cannot be filed until it is assigned to a batch and authorized to be filed in a later stage of this process. No arbitration fees will be assessed on you or Euclid Labs in connection with your claim unless and until it is assigned to a batch and authorized to be filed with AAA.
4. **Mediation:** After the Bellwether Arbitrations are completed, if your claim remains unresolved, you and Euclid Labs agree to mediate your claim along with any other unresolved claims included in the Mass Filing ("**Global Mediation**"). The mediator will be selected according to the procedure set forth in the AAA Rules, and Euclid Labs will pay the mediator's fees. The Global Mediation shall be completed within 120 days of the selection of a mediator, unless extended by written agreement between you and Euclid Labs.

5. Election To Proceed in Court: If Global Mediation is not successful in resolving your claim, and 100 or more claims included in the Mass Filing remain unresolved, you or Euclid Labs may opt out of arbitration and elect to have your claim resolved in court consistent with Section 17 of these Terms. You or Euclid Labs must exercise this election within 45 days of the completion of Global Mediation.
6. Sequential Arbitration of Remaining Batches: If neither you nor Euclid Labs opt out of arbitration, another batch of no greater than 50 individuals' claims will be selected from the Mass Filing, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by Euclid Labs. If your claim is included in this next batch of 50 claims, your claim will be filed with AAA, and you and Euclid Labs shall cooperate with the arbitrator assigned to your arbitration to resolve your claim within 120 days of the initial pre-hearing conference. The process of batching up to 50 individual claims at a time will continue until the parties resolve all claims included in the Mass Filing. No unbatched claim can proceed to be filed as a Demand until the previous batch has been resolved.
7. Tolling. For any claim subject to these Mass Filing procedures, any statute of limitations applicable to your claim shall be tolled from the date the Informal Dispute Resolution Period begins until the earlier of (1) the date your arbitration Demand is filed, or (2) the date you or Euclid Labs opts out of arbitration pursuant to Section 18(e)(5).

(f) **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Euclid Labs will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in California. If the arbitrator finds that either the substance of your Dispute or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Euclid Labs will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Euclid Labs and you and Euclid Labs waive any objection to such fee modification.

(g) **Class Action Waiver.** **YOU AND EUCLID LABS AGREE THAT EACH MAY BRING DISPUTES AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If Euclid Labs believes that any Dispute you have filed in arbitration or in court is inconsistent with the limitations in this paragraph, then you agree that Euclid Labs may seek an order from a court determining whether your Dispute is within the scope of the Class Action Waiver. If a court or an arbitrator determines that any part of this arbitration provision or Class Action Waiver is unenforceable with respect to any Dispute, remedy, or request for relief, then the arbitration provision and Class Action Waiver will not apply to that Dispute, remedy, or request for relief. But the arbitration provision and Class Action Waiver will still apply to all other Disputes, remedies, and requests for relief that

you or Euclid Labs may assert in that or any other action. In any such case, you and Euclid Labs agree that the parties will arbitrate all Disputes, remedies, and requests for relief subject to individual arbitration first, and that any remaining unresolved Disputes, remedies, or requests for relief may be pursued in court only after the arbitrator's award has been issued. In any such proceeding, the arbitrator's factual findings will not be entitled to deference by the court. The parties agree that any statutes of limitations applicable to the unresolved Disputes, remedies, or requests for relief shall be tolled pending the outcome of any individual Disputes in arbitration.

19. General Terms.

(a) **Reservation of Rights.** Euclid Labs and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) **Disclosures.** You acknowledge and agree that there may be circumstances that arise (including related to your purchase or selling activities on the Site) which may create actual or potential conflicts of interests between your interests and others' interests, including the interests of other users, counterparties, or Euclid Labs. Euclid Labs maintains a conflicts of interest policy to assist its handling of any actual or potential conflicts of interests. If there are circumstances where there is an actual or potential conflict of interest between yourself and Euclid Labs, Euclid Labs will take reasonable steps to ensure you are treated fairly. You acknowledge and agree that Euclid Labs and our affiliates have discretion to maintain commercial relationships with third parties (including liquidity providers or executing dealers). Such third parties may transact with you on any purchase or sale activities by you, and Euclid Labs and/or our affiliates may derive financial and other benefits from such relationships.

(c) **Severability.** With the exception of any of the provisions in Section 18(g) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

(d) **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Euclid Labs and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Euclid Labs and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Euclid Labs' prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Euclid Labs may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(e) **Notices.** Except as otherwise set forth in Section 18(a), any notices or other communications provided by Euclid Labs under these Terms will be given: (i) via email; or

(ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(f) **Waiver of Rights**. Euclid Labs' failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Euclid Labs. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

20. Contact Information. If you have any questions about these Terms or the Services, please contact Euclid Labs at tos@magiceden.io.