

## TERMS OF USE

LAST UPDATED 01 November 2021

### Introduction

1. These Terms of Use govern your access to and use of the Momint website; including without limitation the creation, purchase, sale, exchange, or modification of certain digital assets, being non-fungible tokens (“NFTs”); our online and/or mobile services, and software provided on or in connection with those services.
2. Our Platform allows you to create (mint), sell and purchase NFTs. The process of creating, selling and purchasing non-fungible tokens can be explained in more detail in our [Discord community](#) if you have any trouble.

### Definitions

3. The following terms have the following meanings:
  - 3.1. “Account” means an account of a User who has registered on the site for the Service;
  - 3.2. “Momint Parties” means the respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns of Momint;
  - 3.3. “NFTs” means non-fungible tokens, being units of data stored on a digital ledger, called a blockchain, which can be sold and traded. Each NFT specifies the properties associated with it, including the name and description of the NFT, a URI identifying any image file associated with it and potentially other “metadata” associated with it;
  - 3.4. “Platform” means the Service and all content and other materials relating to it or contained on our site, including, without limitation, all logos, slogans, trademarks, designs, text, graphics, pictures, information, data, software, apps, sound files, other files and the selection and arrangement thereof, which are the property of Momint or its affiliates;
  - 3.5. “Service” means our online and/or mobile services for the creation, purchase, sale, exchange, or modification of NFTs, products in relation thereto and software provided on or in connection with those services, and/or the use of the Momint website and/or Momint apps;
  - 3.6. “site” means the Momint website;

- 3.7. “Terms” means these terms of use as set out in this document and which govern the basis on which Momint does business with Users;
- 3.8. “Users” means any creator, seller and buyer of NFTs on our website or anyone else using our Service;
- 3.9. “User Information” means any information a User provides, including any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that a User submits or posts on or through the Platform or through tools or applications Momint provides for posting or sharing such content;
- 3.10. “we” or “Momint” means Momint Limited, Reg. No. 13316351, a company incorporated in England.

#### **Status of These Terms**

4. These Terms are important and affect your legal rights, so you should read them carefully.
5. **BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, USING OUR SERVICE AND/OR PURCHASING NFTs, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. If you do not agree to these Terms, you may not access or use the Service or our site.**
6. We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Platform or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Platform, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Platform. If you do not agree to the revised Terms, you may not access our Platform or use the Service.
7. Where we add to our Platform by offering new services on our site, we may need additional terms for specific services. Those additional terms and conditions, which are available with the relevant services, then become part of your agreement with us if you use those services.

#### **Our Service**

8. We are a marketplace or a platform on which Users can transact with each other. We are not an agent, broker, financial institution or creditor. The Service is an administrative platform only whereby we facilitate transactions between Users for the sale and purchase of NFTs. Momint is not a party to any agreement between Users.
9. While we take responsibility for our Platform, Users bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs traded on our site. Notwithstanding indicators that suggest verification, Momint makes no claims about the identity, legitimacy, or authenticity of the NFTs on our Platform. There can be no guarantee or assurance of the uniqueness, originality or quality of any NFT. In the absence of an express legal agreement between the creator of an NFT and purchasers thereof, there cannot be any guarantee or assurance that the purchase or holding of the NFT confers any license to or ownership of the NFT or other intellectual property associated with it or any other right or entitlement, notwithstanding that a User may rightfully own or possess the NFT associated with the digital asset.
10. NFTs or other materials uploaded to our site may be subject to limitations on usage, reproduction and/or dissemination. Users are responsible for adhering to such limitations if you acquire an NFT. We have categories of NFT distribution rights and these are listed on our site. Depending on what category of NFT you purchase, a purchaser or owner of an NFT will have certain rights as to usage, reproduction and/or dissemination of the NFT.
11. We bear no responsibility for transactions initiated through our Platform which are facilitated and run by third-parties, in particular but without limitation, third party electronic wallet extensions, and by using our Platform you agree that you are governed by the terms of service and privacy policy for the applicable extensions.
12. We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) without liability therefor.
13. Certain areas of our site are restricted from being accessed by a User, and we may further restrict access by a User to any areas of our site, at any time, at our absolute discretion.

## **Our Intellectual Property**

14. Unless otherwise indicated in writing by us, the Service and all content and other materials relating to it or contained on our site, including, without limitation, all logos, slogans, trademarks, designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively the "Platform") are the proprietary property of Momint or our affiliates, as applicable.
15. Notwithstanding anything to the contrary in these Terms, the Platform may include software components provided by Momint or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
16. Our Platform may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Momint" or any other name, trademark or product or service name of Momint or our affiliates without our prior written permission. In addition, the look and feel of the Platform, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Momint and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Momint names or logos mentioned on the Platform are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Momint.

## **License to Use Our Service and Platform**

17. You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and personal license to access and use the Platform; provided, however, that such license is subject to these Terms and does not include any right to:
  - 17.1. sell, resell or use commercially the Platform;
  - 17.2. distribute, publicly perform or publicly display our Platform or any aspects thereof;
  - 17.3. modify or otherwise make any derivative uses of the Platform, or any portion thereof;
  - 17.4. use any data mining, robots or similar data gathering or extraction methods;
  - 17.5. download (other than page caching) any portion of the Platform, except as expressly permitted by us; and
  - 17.6. use the Platform other than for their intended purposes.

18. You are granted a limited, non-exclusive, non-transferable right to create a text hyperlink to the Platform for non-commercial purposes, provided that such link does not portray Momint or our affiliates or any of our Service in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Momint to link to the Platform without our express written permission. You may also not use, frame or utilize framing techniques to enclose any Momint trademark, logo or other proprietary information, including the images found on the Platform without our express written consent.

### **Fees and Financial**

19. NFT owners will always make 85% of the sale value of NFTs on Momint. Our fees are 15% on all initial sales and 5% on subsequent aftermarket sales (10% on aftermarket sales goes to the original creator). Fees are payable solely in the manner determined by Momint. All transactions involving the Service are final and all fees are non-refundable except at the sole discretion of Momint (for our fees and other fees within our control) or applicable third parties.
20. Where we transact with fiat money, we are bound to comply with banking regulations which may differ from jurisdiction to jurisdiction. As we are based in the United Kingdom, and are registered with the Financial Conduct Authority.
21. You are responsible for complying with any financial regulations or authority in your country or jurisdiction when using our Service.

### **Account Registration and Communication Preferences**

22. If you wish to use our Service, you will need to register for an Account on our site. You are solely responsible for your Account and by creating an Account, you agree to:
  - 22.1. provide accurate, current and complete Account information about yourself;
  - 22.2. maintain and promptly update from time to time as necessary your Account information;
  - 22.3. maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us; and

- 22.4. immediately notify us if you discover or otherwise suspect any security breaches related to the Service or your Account.
23. Momint will block multiple accounts of the same user. Also, you agree that you will not:
- 23.1. create another account if we've disabled one you had unless you have our written permission first;
  - 23.2. buy, sell, rent or lease access to your Account or username unless you have our written permission first;
  - 23.3. share your Account password with anyone; or
  - 23.4. log in or try to log in to access the Platform through unauthorized third party applications or clients.
24. Momint may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundersing (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Momint may also require you to provide additional information and documents in cases where it has reasons to believe that:
- 24.1. your Account is being used for money laundering or for any other illegal activity;
  - 24.2. you have concealed or reported false identification information and other details; or
  - 24.3. transactions effected via your Account were effected in breach of these Terms.
25. In such cases, Momint, in its sole discretion, may pause or cancel your transactions or the Service until such additional information and documents are reviewed by Momint and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Momint may refuse to provide the Service to you.
26. By creating an Account, you consent to receive electronic communications from Momint. These communications may include notices about your Account and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and

information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

27. By submitting personal data through our site or Services, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.
28. You must provide all equipment and software necessary to connect to the Service, including but not limited to, a mobile device that is suitable to connect with and use the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

### **Privacy Policy**

29. Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you.
30. Users must always use caution when giving out any personally identifiable information through our site. We do not control or endorse the content, messages or information found in any NFTs or User Information and Momint specifically disclaims any liability with regard to the NFTs and any actions resulting from any User's participation in our Service or the use of our Platform.

### **User Conduct**

31. You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Platform. You agree that you will abide by these Terms and that you will not:
  - 31.1. provide false or misleading information to Momint;
  - 31.2. use or attempt to use another user's Account without authorization from such user and Momint;
  - 31.3. create or list counterfeit items;
  - 31.4. pose as another person or create a misleading username;
  - 31.5. publish, post, distribute or disseminate any profane, obscene, pornographic, indecent or unlawful content, pictures, topic, name, material or information;

- 31.6. use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Platform in any manner;
- 31.7. develop, utilize, or disseminate any software in any manner, that could damage, harm, or impair the Platform;
- 31.8. reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any of the Platform, area or code of the Service;
- 31.9. attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Platform that you are not authorized to access;
- 31.10. use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Platform, extract data or otherwise interfere with or modify the rendering of the Platform pages or functionality;
- 31.11. use data collected from our Platform to contact individuals, companies, or other persons or entities;
- 31.12. use data collected from our Platform for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- 31.13. bypass or ignore instructions that control all automated access to the Platform;
- 31.14. use the Platform for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms, including but not limited to harassment or threatening of others, defamation, money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Service;
- 31.15. engage in wash trading or other deceptive or manipulative trading activities, including:
  - 31.15.1. for the purpose of creating or inducing a false, misleading or artificial appearance of activity or market in an NFT;
  - 31.15.2. unduly or improperly influencing the market price for an NFT or establishing a price which does not reflect the true state of the market in such NFT;
  - 31.15.3. executing any transaction in an NFT which involves no material change in the beneficial ownership thereof; or
  - 31.15.4. 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;
  - 31.15.5. place misleading bids or offers.

- 31.16.spam listings for the purpose of causing a listing to appear at the top of the search results;
  - 31.17.engage in behaviours that have the intention or the effect of artificially increasing view counts, favourites, volume, or other metrics that Momint might use to sort search results;
  - 31.18.use the Platform to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
  - 31.19.use the Platform from a country sanctioned by the government of the United Kingdom;
  - 31.20.use the Platform 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 rights to participate in any securities offering, or assets that entitle owners to financial rewards;
  - 31.21.utilize the Platform primarily as a general-purpose communications or messaging or social networking platform.
33. The above prohibitions are not an exhaustive list but are intended to show which behaviours are clearly not allowed by Users. We may prohibit other behaviours from time to time.
34. While Momint intends to facilitate trade among a diverse community of Users and we are committed to providing a platform for the exchange of a wide range of content, including controversial content, we also promote trust and respect as well as adherence to the law. This means that:
- 34.1. Momint may exercise judgment in allowing or disallowing certain assets, listings, smart contracts, and collections of NFTs;
  - 34.2. assets, listings, smart contracts, and collections that Momint deems inappropriate, disruptive, or illegal are prohibited;
  - 34.3. Momint reserves the right to determine the appropriateness of listings on its site and remove any listing at any time;
  - 34.4. Momint has the right but not the obligation to monitor content of NFTs on its site, to determine compliance with these Terms and any operating rules established by it and to satisfy any law, regulation or authorized government request;
  - 34.5. if you create or offer an asset, listing, smart contract, or collection in violation of these policies, we will take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract or collection, deleting your Account, and

permanently withholding referral payments and developer revenue sharing fees. Momint cannot destroy or impound your assets or smart contracts, but we reserve the right to destroy inappropriate metadata stored on our servers;

- 34.6. assets, listings, smart contracts, and collections with a primary or substantial purpose in a game or application or that include metadata, that violates international or United Kingdom intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United Kingdom are prohibited on our Platform and will be removed;
  - 34.7. the sale of stolen assets, converted assets, fraudulently obtained assets, assets taken without authorization, and other illegally obtained assets on our Platform is prohibited. Listing illegally obtained assets may result in your listings being cancelled, your assets being hidden, or your Account being suspended.
35. If you have reason to believe that an asset listed on Momint was illegally obtained, please contact us immediately at [help@momint.so](mailto:help@momint.so). Include the asset's link, name and evidence demonstrating that the asset was illegally obtained. Momint will review your claim and reply within 72 hours. If we determine from the evidence that the asset is stolen, we will hide it or disable trading of it.
36. We require all users to be legally able to contract as Users of our Platform, which in some jurisdictions may be 18 years old or older. Your jurisdiction (or the country in which you live) determines what age you need to be in order to be a User and it is your responsibility to comply with this age requirement. If you are under 18 or whatever the legal age of consent in your country is, you may use a parent or guardian's Account, but only with the involvement of the Account holder. However, the Account holder is responsible for everything done with that Account.
37. With regard to Not Safe for Work ("NSFW") content (being content that contains nudity, intense sexuality, political incorrectness, profanity, slurs, violence or other potentially disturbing subject matter):
- 37.1. This is meant for people who are 18 years and older. We allow the sale of this content, but it is subject to being marked NSFW and handled differently than non-NSFW content in navigation menus and search results;

- 37.2. asset names, listings and their descriptions, smart contract names, and collections including profanity or overtly sexual content are prohibited and will be removed;
  - 37.3. an NFT that contains NSFW content is subject to being marked NSFW, even if the NSFW content only represents a portion of the content on the NFT;
  - 37.4. You should not create or list illegal or offensive content, such as products that depict graphic sexual acts and images that depict children under the age of 18 in a sexually suggestive manner. Do not use profanity or graphic language in any content you list or create on our Platform.
38. If you become aware of the creation, listing, or buying of assets in violation of any of the terms specified in this section, you should contact us here to report it. Creators bear special responsibility for informing Momint of the existence of their collections, contracts, and assets that violate these terms.

### **Third Party Services**

39. The Service may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Service and are subject to the terms and conditions (including privacy policies) of another website or destination.
40. Such Third-Party Websites and Third-Party Applications are not under the control of Momint and we are not responsible for any Third-Party Websites or Third-Party Applications. Momint provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services.
41. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Platform, our Terms and policies no longer apply. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

## **User Information**

42. You are solely responsible for your use of the Platform and for any User Information you provide, including compliance with applicable laws, rules, and regulations. We take no responsibility for the User Information posted or listed via the Platform.
43. You retain your rights to any User Information you submit, post or display using the Platform.
44. Momint believes in a culture of collaboration and fairness, and therefore will always be inclined to ask before using your content for any promotional purposes, however, because the content is being displayed publicly on our domain, and may be freely 'browseable', we are required to include that by submitting, posting or displaying User Information on or through the Platform, you grant Momint a worldwide, non-exclusive, sublicensable, royalty-free license to use and display User Information for our lawful business purposes, including to promote the Services. If we do want to use anything of yours for marketing or promotion, we are inclined to ask for the creators permission first.
45. Momint does not claim that submitting, posting or displaying User Information on or through the Platform gives Momint any ownership or resale rights in your User Information.
46. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Information that you submit, post or display on or through the Platform. You agree that such User Information will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Momint the license described above.

## **Copyright Infringement and Takedown Requests**

47. Momint reserves the right to remove content without prior notice. Momint will take down works in response to formal infringement claims and will terminate a User's access to the Services if the User is determined to be a repeat infringer.
48. If you believe that your material has been copied in a way that constitutes copyright infringement, please report this to [help@momint.so](mailto:help@momint.so).
49. Formal infringement claims regarding content on the Services or takedown requests must include:
  - 49.1. a written communication delivered to the agent designated above;

- 49.2. a physical or electronic signature of someone authorized to act on behalf of the copyright owner;
  - 49.3. identification of the copyrighted work(s) allegedly infringed;
  - 49.4. identification of material claimed to be infringing, reasonably sufficient to permit Momint to locate the material;
  - 49.5. information reasonably sufficient to permit Momint to contact the complaining party. This can be an address, phone number, email address, or other suitable method of contact;
  - 49.6. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
  - 49.7. a statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.
50. If you believe that your likeness has been used in a way that violates your personality rights, please report this to [help@momint.so](mailto:help@momint.so).
  51. If you believe that your material has been wrongly removed or removed by mistake or misidentification, you may provide us with a written counter notification containing the following information:
    - 51.1. your name, address, telephone number, and email address;
    - 51.2. a description of the material that was removed, along with the URL where the content was posted on our site prior to its removal;
    - 51.3. a statement to the effect you have a good-faith belief that the material was wrongly removed or removed or disabled due to a mistake or misidentification of the material and why you believe so;
    - 51.4. your electronic or physical signature.
  52. Upon receipt of a valid counter notification, we will forward it to the party who submitted the original takedown request or copyright infringement notification. The original party (or their representative) will then have ten (10) days to notify us that it has filed legal action relating to the allegedly infringing material. If we do not receive any such notification within 10 days, we may restore the material to our site.

## **Indemnification**

53. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Momint, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Momint Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively the "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (a) your use or misuse of the Platform or User Information, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of a third party, including another User.
54. You agree to promptly notify Momint of any third party Claims and to cooperate with the Momint Parties in defending such Claims. You further agree that the Momint Parties shall have control of the defence or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND MOMINT.

## **Disclaimers**

55. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY MOMINT, THE PLATFORM, CONTENT CONTAINED THEREIN, AND NFTs LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. Momint (and its suppliers) make no warranty that the service:
  - 55.1. will meet your requirements;
  - 55.2. will be available on an uninterrupted, timely, secure, or error-free basis; or
  - 55.3. will be accurate, reliable, complete, legal, or safe.

56. MOMINT DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICE AND THE CONTENT CONTAINED THEREIN. MOMINT DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE PLATFORM IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.
57. 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 OUR SITE OR RELATING TO THE SERVICE. WHILE MOMINT ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, MOMINT CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, ANY NFTs LISTED ON OUR PLATFORM OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
58. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.
59. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF OUR SITE/OUR PLATFORM, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR; (B) SERVER OR SOFTWARE OR BLOCKCHAIN FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR ON OUR SITE.
60. NFTs ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT MOMINT OR ANY MOMINT PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSETS.

61. All provisions of these Terms which disclaim or limit obligations or liabilities of Momint shall also apply, as applicable, to the Momint Parties.
62. Nothing in these Terms shall exclude or limit liability of either you or Momint for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.
63. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **Assumption of Risk**

64. You accept and acknowledge:
  - 65.1. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of NFTs will not lose money;
  - 65.2. you are solely responsible for determining what, if any, taxes apply to your NFT transactions. Neither Momint nor any other Momint Party is responsible for determining the taxes that apply to transactions on our site or the use of our Service;
  - 65.3. Our Service does not store, send or receive NFTs. This is because NFTs exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of NFTs occurs within the supporting blockchain and not on this Service; Momint's service encompasses the formulation of the tokens governing Smart contract as well as the display, transfer and management of said tokens on its relevant blockchain.
  - 65.4. 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 NFTs;
  - 65.5. the regulatory regime governing blockchain technologies and NFTs is uncertain and new regulations or policies may materially adversely affect the provision of the Platform, our Service and the utility of NFTs;
  - 65.6. the Service relies on third-party platforms to provide the Service and, 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 favour or is unavailable for a prolonged period of time, access to and use of the Service will suffer;

65.7. there are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabelled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Momint 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 Momint. Under no circumstances shall the inability to view your assets on Momint serve as grounds for a claim against Momint.

### **Limitation of Liability**

65. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MOMINT OR MOMINT PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE PLATFORM, OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF MOMINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE PLATFORM OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

66. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF MOMINT OR MOMINT PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE PLATFORM, CONTENT, NFTS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE PLATFORM EXCEED THE AMOUNT RECEIVED BY A SELLER OR BY MOMINT FROM THE SALE OF NFTS THAT ARE THE SUBJECT OF THE CLAIM.

67. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF MOMINT FOR (A) DEATH OR PERSONAL INJURY CAUSED BY MOMINT'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY MOMINT'S FRAUD OR FRAUDULENT MISREPRESENTATION.
68. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

**Force Majeure.**

69. We will not be liable for any non-performance on our part or any inability to deliver our Service or to maintain our site because of any occurrence that is not within our control (including the impact of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, the Ethereum network or blockchain or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on these or on our software, networks and infrastructure. We will use commercially reasonable efforts, consistent with accepted practices in the industry in which Momint operates, to resume performance as soon as reasonably practicable under the circumstances.

**Dispute Resolution; Arbitration.**

70. **Please read the following section regarding how we deal with disputes carefully. It requires you to arbitrate disputes with Momint and limits the manner in which you can seek relief from us.**
71. If a User has a potential legal dispute, claim or cause of action against Momint, the User must first (prior to initiating any litigation proceedings) contact Momint by sending an email to [help@momint.so](mailto:help@momint.so) describing the nature of the potential dispute, claim or cause of action and providing all relevant documentation and evidence thereof. Momint will use commercially reasonable efforts to negotiate a settlement of all reasonable legal disputes, claims or causes of action within 60 days of the delivery of such email. Any such dispute, claim or cause of

action that is not finally resolved by a binding, written settlement agreement within such 60 days shall be resolved exclusively in accordance with the following provisions of this section.

72. You agree that any dispute or claim relating in any way to your access or use of the Platform, to any products sold or distributed through the Platform, or to any aspect of your relationship with Momint, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Momint may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
73. The arbitration will take place in London in accordance with The Arbitration Act 1996 and, unless otherwise agreed with Momint, will be governed by the rules and processes of the London Court of International Arbitration (LCIA), who shall appoint an arbitrator.
74. The arbitrator shall have exclusive authority to: (a) determine the scope and enforceability of these Terms including this arbitration section; and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this arbitration section including, but not limited to any claim that all or any part of this arbitration section is void or voidable.
75. The arbitration will decide the rights and liabilities, if any, of you and Momint.
76. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
77. YOU AND MOMINT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Momint are instead electing that all claims and disputes shall be resolved by arbitration under this section, unless otherwise specified. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
78. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION SECTION MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from

the arbitration and brought in the courts located in London. All other claims shall be arbitrated.

79. Except as provided in this Section, if any part or parts of this arbitration section are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the arbitration section shall continue in full force and effect.
80. This arbitration section will survive the termination of your relationship with Momint.

### **Representations and Warranties by Users**

81. We assume that you have the right to be a User and to use our Service, and that you have knowledge of NFTs. Consequently, you warrant to Momint that:
  - 81.1. you have all the requisite capacity, power and authority to accept the terms and conditions of these Terms and to carry out and perform your obligations under these Terms. These Terms constitute a legal, valid and binding obligation on you and are enforceable against you;
  - 81.2. by agreeing to these Terms and making use of our Platform, this does not constitute, and would not reasonably be expected to result in a breach, default, contravention or violation of any law applicable to you, or contract or agreement to which you are a party or by which you are bound;
  - 81.3. you are not, (and, if the User is an entity, the User is not owned or controlled by any other person who is), and you are not acting on behalf of any other person who is, identified on any list of prohibited parties under any law or by any nation or government, state or other recognised political, legislative, judicial or administrative entity such as the United Nations Security Council, the European Union (EU) or its member states, and the government of a User home country;
  - 81.4. you are not, (and, if the User is an entity, the User is not owned or controlled by any other person who is), and are not acting on behalf of any other person who is, located, ordinarily resident, organized, established, or domiciled in any country or jurisdiction against which the United Kingdom maintains economic sanctions or an arms embargo;
  - 81.5. the NFTs used to participate in our Service are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law;

- 81.6. you understand and agree that the creation, purchase, sale, holding, receipt and use of NFTs or the use of our Service does not: represent or constitute a loan or a contribution of capital to, or other investment in Momint or in any business or venture; provide a User with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in, Momint or any other business or venture; and create or imply or entitle User to the benefits of any fiduciary or other agency relationship between Momint or any Momint Parties, on the one hand, and User, on the other hand;
- 81.7. you are not entering into these Terms or creating, buying, selling, holding receiving or using NFTs for the purpose of making an investment in Momint, but solely wish to use our Platform for its intended purposes and you use our Service only for such purposes;
- 81.8. you understand and agree that Momint does not accept or take custody over any NFTs or other assets of a User and has no responsibility or control over the foregoing, and that you use our site at your own risk ;
- 81.9. you are knowledgeable, experienced and sophisticated in using and evaluating blockchain and related technologies and assets, including Ethereum, NFTs and “smart contracts” (bytecode deployed to Ethereum or another blockchain);
- 81.10. you conducted your own thorough independent investigation and analysis of our Service and the other matters contemplated by these Terms, and that you have not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of Momint in connection therewith, except as expressly set forth by us in these Terms;
- 81.11. you understand and are aware of the fact that fiat-denominated prices and value in public markets of digital assets such as NFTs may be subject to dramatic fluctuations and are highly volatile. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any NFT may decline below the price for which a User acquires such asset through our site;
- 81.12. you acknowledge and agree that the costs and speeds of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any NFTs on our site.

### **Regulatory Uncertainty**

82. Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and our Platform or the Service we offer may be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit the ability of a User to continue the use and enjoyment of access to our Platform or the use of our Service.

### **Governing Law and Venue**

83. These Terms, your access to and use of the Platform, shall be governed by and construed and enforced in accordance with the laws of England and Wales. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the applicable court in England and Wales.

### **Termination**

84. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Platform at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

### **Severability**

85. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

### **Survival**

86. The following sections will survive the expiration or termination of these Terms and the termination of your Account: all defined terms and Sections 3, 14, 16, 33, 54-64, 66-69, 73-81 and 84.

### **Miscellaneous**

87. These Terms along with our operating rules on our site constitute the entire agreement between you and Momint relating to your access to and use of the Platform.
88. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Momint. Momint is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification.
89. Momint's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
90. Except as otherwise provided herein, these Terms are intended solely for the benefit of the User and Momint, and are not intended to confer third party beneficiary rights upon any other person or entity.