

THIS PARAGRAPH CONTAINS AN IMPORTANT NOTICE. PLEASE READ IT CAREFULLY— SECTION 11 OF THIS DOCUMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS (RATHER THAN JURY TRIALS OR CLASS ACTIONS) AND LIMITS THE TIME PERIOD WITHIN WHICH YOU MAY BRING A CLAIM AGAINST US. YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY, AND ANY RIGHT TO LITIGATE CLAIMS IN A COURT, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Terms of Service

These Terms of Service (the “**Terms**”) for the www.parti.com website (the “**Website**”) are a binding agreement between you (“**you**”) and Parti.com (“**PARTI**,” “**we**,” or “**us**”). These Terms govern your use of the Website (including all related documentation, the “**Service**”). The Service is licensed, not sold, to you. You should review these Terms as well as all other terms and conditions, rules, guidelines, policies, and requirements that we may publish from time to time on the Website. You should do this before you start using the Website and on a regular basis afterward.

THESE TERMS OF SERVICE, TOGETHER WITH THE POLICIES, CONSTITUTE THE “**AGREEMENT**” BETWEEN YOU AND PARTI WITH RESPECT TO YOUR USE OF THE SERVICE. BY USING THE WEBSITE, YOU INDICATE YOUR CONSENT TO THE AGREEMENT, AND YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OLD AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THE AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.

BY CLICKING ON THE “AGREE” (OR SIMILAR BUTTON OR CHECKBOX) THAT IS PRESENTED TO YOU AT THE TIME OF USING THE WEBSITE OR BY ACCESSING THE SERVICE, YOU CONFIRM YOU ARE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE AGREEMENT OR DO NOT UNDERSTAND ITS TERMS, YOU SHOULD IMMEDIATELY CEASE ALL USE OF THE SERVICE. IF YOU USE OR VIEW ANY ASPECT OF THE SERVICE, YOU WILL BE DEEMED TO HAVE AGREED TO THE AGREEMENT.

1. PARTI Service

1.1 PARTI Platform. The Service provides access to a platform for creators (“**Creators**”) to share various forms of digital content, including video, livestream, pay-per-view, photo content, and NFTs, for audiences of subscribers and collectors (“**Users**”). Users can subscribe to channels hosted by Creators, participate in pay-per-view events, and purchase or sell unique non-fungible tokens (“**NFTs**”) implemented on blockchain platforms via smart contracts. Digital content may also include social media elements such as text, images, audio, gifs, or video content.

All transactions on the PARTI platform—including channel creation, subscriptions, and the purchase or sale of any Content, including NFTs—are facilitated via credit card or cryptocurrency payment through various supported blockchains, such as Ethereum and Solana (collectively, “Blockchains”). These transactions are subject to the terms and conditions of each respective third-party Blockchain.

1.2 PARTI Protocol. The Service provides access to a decentralized protocol on various public Blockchains that allow you to trade certain compatible digital assets (“**Protocol**”). You understand and acknowledge that the Protocol is not the exclusive means of accessing these public Blockchains. You understand that you are not buying or selling digital assets from us. We do not operate any liquidity pools on the Protocol or control any trade execution on the Protocol. We are not a liquidity provider. All liquidity providers on the Protocol are third parties independent from us.

1.3 No Fiduciary Duties. Our Service is non-custodial. We do not have custody, possession, or control of your digital assets at any time. These Terms do not intend to create or impose any fiduciary duties on us. You acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated to the fullest extent permitted by law. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

1.4 Agreement with PARTI Policies. By accessing and using the Service according to these Terms, you also agree to review and comply with PARTI policies published on the Website from time to time (collectively, “**Policies**”), including:

- Content Guidelines: In addition to these Terms, your actions in creating NFTs and engaging in social interactions on the Website must follow these additional guidelines for acceptable content and conduct on the platform; and
- Copyright Policy.

1.5 Wallet, Payment, and Fees.

1.5.1 *Digital Wallet*. You understand and agree that in order to use and access certain portions of the Service, you must connect a non-custodial (self-hosted) digital wallet that allows you to interact with public Blockchains. You are responsible for all activities and events relating to or affiliated with your digital wallet, and you will bear all liability directly or indirectly caused by any and all actions and behaviors of this digital wallet address. We are not liable for any acts or omissions by you in connection with or as a result of your digital wallet being compromised.

Your relationship with that digital wallet provider is governed by the applicable terms of service of that third party and not these Terms. The digital wallet is not operated by, maintained by, or affiliated with us, and we do not have custody or control over the contents of your digital wallet

and have no ability to retrieve or transfer its contents. We accept no responsibility for, or liability to you, in connection with your use of a digital wallet and make no representations or warranties regarding how the Website will operate with any specific wallet.

You are responsible for keeping, protecting, and safeguarding any private keys and/or mnemonic phrases relating to your digital wallet. If you lose these, you may not be able to access your digital wallet. We are not responsible for any loss arising out of the unauthorized use of your digital wallet or any compensation or other liabilities for the loss caused by or arising from your use or loss of your digital wallet. We will not ask for any private key or mnemonic phrase from you.

You understand and agree that if you authorize any third party or third-party platform to use the private key information of your digital wallet, the third party or third-party platform will know your digital wallet information (including information relating to your assets, transactions, operating authority for trading and digital wallet information, etc.), your digital wallet will be exposed to certain risks, and you may suffer loss. You are solely responsible for any loss caused by your authorization of any third party or third-party platform to use your private key information and any loss you incur as a result of the third party or third-party platform using your private key information.

1.5.2 PARTI Platform Transactions. All transactions, including the creating of channels, subscribing to channels, or the purchase or sale of any Content (including NFTs) will be completed through the Blockchains subject to these Blockchains' terms and conditions, as applicable. You acknowledge that you understand that PARTI will receive a fee for any sale of Content that is posted on the Website, and such fee will be deducted from the purchase price to be paid to the seller of the Content.

1.5.3 Fees. During the course of your access and use of the Service, you may incur various fees including:

- **Gas Fees.** Certain blockchain transactions require the payment of transaction fees to the appropriate network, commonly known as gas fees. You are solely responsible to pay the gas fees for any transaction you initiate. You understand and agree that under certain circumstances (including without limitation the relevant blockchain network is unstable), your operation may fail. In such circumstances, even if your operation is not completed, you may still be charged gas fees.
- **Service Fees.** We may charge you a service fee, including a frontend fee, for providing the Service to you. The service fee may be a percentage of the value of your transaction and we may deduct the service fee from your transaction as payment for your use of our Service. If we decide to charge you a service fee, we will publish relevant fee schedules on the Website, and we reserve the right to update such fee schedules from time to time at our sole discretion.

1.6 Parti Points

“Parti Points” are a scoring system designed to reward participants for engagement and usage of the Parti platform (“Platform”). Parti Points accumulate based on a user’s interaction with the Platform, participation in campaigns, or other actions designated by the Company (“Company”) as eligible for Parti Points. Parti Points are intended solely for use on the Platform and may be displayed on a leaderboard, which ranks participants and determines eligibility for potential rewards.

Rewards, if any, will be granted at the Company’s sole discretion, based on leaderboard rankings or other criteria the Company deems appropriate. Rewards may include, but are not limited to, an airdrop of the future Parti token, or other incentives. However, Parti Points hold no intrinsic or measurable value, are not redeemable for cash or other assets, and should not be considered a digital asset, security, or any form of currency. The Company reserves the right to determine the value, nature, and distribution of any rewards associated with Parti Points and may, in its sole discretion, assign no rewards.

Users found to have gamed, manipulated, or otherwise exploited the Parti Points system may have their Parti Points revoked, with no rewards granted. This determination is at the sole discretion of the Company, and any decision made in this regard will be final, with no appeals permitted.

Additionally, due to varying jurisdictional regulations, Parti Points or associated rewards may be restricted or prohibited in certain regions. Users in restricted or high-risk jurisdictions, as determined by the Company, will be ineligible to receive rewards. Furthermore, all users receiving rewards may be required to complete an anti-money laundering (AML) or Know Your Customer (KYC) check. The Company reserves the right to modify, suspend, or terminate Parti Points and any associated rewards at any time without notice.

2. How to Use PARTI

2.1. Registration.

To access the Service, you will be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to PARTI in order to register with the Service or otherwise, is accurate and governed by the Policies, and you consent to all actions we take with respect to your information. You further agree to ensure that your registration information remains up-to-date while you continue to use the Service.

2.2 Credentials.

If you choose or are provided with a username, password, authentication code, or any other piece of information for your account verification as part of our security procedures, you must

treat such information as confidential, and you must not disclose it to any other person or entity. You may also use your X.com or Discord authentication credentials to access the Service. If for any reason you are not able to use your X.com or Discord authentication, you would have to use your private key to access the Services. PARTI does not store private keys and will not be responsible for the loss or theft of any private key. Further, PARTI is not responsible for ensuring your X.com or Discord authentication credentials will work. You must back up your private key on your own and Parti is not responsible for this and cannot be held responsible for loss of your key. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Service or portions of it using your username, password, private key or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. We have the right to disable any username, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

2.3 Eligibility.

To use the Service, you must be at least 18 years old (or, where the laws of your place of residence require you to be older than 18 years old to access and use a Service such as this Service, you must be at least that age). The full features and functionality of the Service are available only to you if you have a valid and active account with us. In order to qualify for an account, you must meet all eligibility criteria we described in these Terms, including that:

- you must have passed any identity confirmation checks we require;
- your place of residence must be a country or region where we make Service accounts available;
- you must not have had a previous account that was terminated by us;
- you must not be a person prohibited from using the Service under these Terms, Policies, or applicable law;
- no laws or other requirements that apply to you prohibit you from using any part of the Service or make it unlawful for you to use any part of the Service;
- you are not a citizen or resident of any country or region that is subject to any sanctions or other restrictions imposed or maintained by the United Nations, the United States, the European Union or its member states, or other applicable government or international authorities;
- you do not appear on any list of prohibited, restricted, or sanctioned persons or parties, including any such list maintained by the United Nations, the United States, the European

Union or its member states, or other applicable government or international authorities, and you are not part of a group that appears in such a list;

- you comply with all laws and regulations that may apply to you in your jurisdiction when accessing the Website or using our service and you are solely and entirely responsible for such compliance; and
- you are not, at the relevant time, in a country or region in which we do not permit access to PARTI for any reason in our sole and absolute discretion, including due to restrictions imposed by applicable law, and you are not using technological means for purposes of misrepresenting your location (e.g., VPN, internet protocol address scrambler, or other proxies).

We reserve the right, in our sole and absolute discretion, not to allow anyone who applies for an account to create one, even if they meet the eligibility criteria, and/or to limit users only to individuals who reside in certain countries or regions. We may implement geo-blocking measures that are designed to prevent access from any prohibited country or region. These measures may inadvertently block users who are not in a prohibited country or region from accessing the Website, but we do not assume any liability as a result.

We reserve the right, to the extent necessary in order to maintain the safety and integrity of the Website, to suspend or remove accounts at any time at our sole discretion. We may change our eligibility criteria, including by adding additional requirements, at any time with or without notice to you. If you no longer meet our eligibility criteria at any time after you create an account, (including because of a change to our eligibility criteria), you must inform us support@parti.com, and we may suspend or terminate your account.

2.4 Transactions Eligibility.

To purchase or sell any NFTs, and/or to otherwise use any payment and transaction features of the Service, Collectors and Creators of the NFT must meet certain eligibility requirements established by the Blockchains. It is your responsibility to ensure that you meet these eligibility requirements before proceeding if you intend to create a channel, subscribe to a channel, or buy or sell any NFTs offered on the Website.

2.5 Adjustments to Service Features.

To maintain the performance and service quality of the Website and protect it from harm, PARTI may implement certain feature use limitations applicable to all users, or to only some users based on certain eligibility factors, such as whether a user's account is authenticated. These may include limits on the size of file uploads, the number of listings that can be created, rate limitations to prevent abuse, or other adjustments intended to ensure the quality of the Website and users' experience on the Website.

3. Acceptable Use Code

The following terms constitute our “**Acceptable Use Code.**” As part of our Acceptable Use Code, you agree that you will **NOT**:

- use the Service in violation of the Agreement or engage in, encourage or promote any activity that violates the Agreement;
- use the Website, Services, the Blockchains, or associated platform(s), to carry out any illegal activities, including to money laundering, terrorist financing, bypassing international sanctions, or purchase or selling of illegal goods;
- to promote, incite, or encourage illegal activities of any kind;
- commit fraudulent acts, including creation or listing of counterfeit NFTs, impersonation of any other person or entity, including creating or using fake or misleading usernames, posing as another user, and creating misleadingly similar usernames, using another user’s login credentials, attempting to bypass login verification, and providing any false or misleading information;
- infringe another party’s intellectual property (IP) rights or otherwise violate the rights of another person or entity;
- harass others, use hate speech, commit other offensive acts or submit offensive content or violate our [Content Guidelines](#) or any other Policies;
- 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, attempt to circumvent our verification processes, using deceptive, fraudulent, or technical means, or any other means;
- disable, overburden or impair the functioning of the Service in any manner;
- reverse engineer any aspect of the Service, or do anything that might lead to the discovery of source code or other non-public data;
- manipulate the Service, including placing misleading offers or making misleading communications;
- bypass any limitation on your access to the Service or attempt to circumvent measures employed to prevent or limit access to any functionality, area or component of the Service;

- use bots, spiders, crawlers, scrapers, scripts, browser extensions, offline reader, or any other automated and/or manual means or interfaces to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality to retrieve or index any portion of the Services, including content and/or NFT listing data, metadata, user data, and/or blockchain records;
- develop, utilize, or disseminate any software to interact with the Service in any manner, whether or not such software could damage, harm, or impair the Service;
- attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- use data collected from the Service to contact individuals, companies, or other persons or entities (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- engage in deceptive or manipulative activities, including “wash trading”;
- use the Service to carry out any financial activities subject to registration or licensing, including creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
- use the Service to participate in fundraising for a business, protocol, or platform, including creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the right to participate in any securities offering, or assets that entitle owners to financial rewards;
- use any aspect of the Service to create software or services that compete with the Service in any way;
- take any action that may impose an unreasonable or disproportionately large load on our infrastructure; and/or
- engage in any other fraudulent, unlawful, deceptive or abusive activity which is not explicitly named in these Terms, and which may be identified and determined at PARTI’s sole discretion.

3.1 Suspension.

PARTI, in its sole discretion and without advance notice or liability, has the right to suspend, terminate, or refuse access to the Service, and/or any feature of the Service, in the event that you:

- violate the Acceptable Use Code or the Agreement;

- violate any law, whether on the Website, on another platform external to the Website, or in the context of an offline crime;
- do not pass our verification processes;
- do not meet other eligibility requirements, such as our jurisdictional requirements or age requirements; or
- for any other reason, in our sole discretion.

3.2 Reservation of Rights.

All rights not expressly granted to you in the Agreement are reserved by PARTI and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Service for any purpose is prohibited.

3.3 Collection and Use of Your Information.

You acknowledge that when you use the Service, PARTI may use automatic means (including, for example, cookies and web beacons) to collect information about you and about your use of the Service. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Service certain of its features or functionality. By using and providing information to or through the Service, you consent to all actions taken by us with respect to your personal information.

3.4 Updates.

From time to time, PARTI may develop and provide updates to the Service, which may include upgrades, bug fixes, patches, other error corrections, or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete existing features and functionality. PARTI has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. All Updates are considered to be a part of the Service, and accordingly, are subject to these Terms.

3.5 Inactive Accounts.

If an account is found to be inactive, the account may be disabled and/or removed by PARTI without notice at our sole discretion. Your account will be deemed inactive if you never complete the account verification process or have not logged into your account in 360 days or more.

4. Assumption of Risk

4.1 Risks associated with PARTI Service. The Service includes information and functionality related to trading of digital assets which is subject to certain inherent risks. Below is a non-

exhaustive list of some of the risks associated with your use of the Service which can be substantial and significant. You should therefore carefully consider whether accessing our Service is suitable for you in light of your financial condition prior to commencing your use. You should seek professional advice regarding your particular financial condition prior to commencing your use of our Service. You understand that the risk disclosure statement is not and cannot be comprehensive or exhaustive. You accept and acknowledge the following risks related to using the Service.

- *Taxes.* Some digital assets and transactions may be subject to various tax laws and regulations in an applicable jurisdiction. The tax treatment and accounting of digital assets (including ancillary benefits) is a relatively new area of law and practice that may be subject to changes and further development. We do not provide any advice regarding the tax consequences related to any information provided or any user interactions on the Website. You are solely responsible for determining what, if any, taxes apply to your use of the Service, and for reporting and/or paying any such taxes. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.
- *No Statutory or Regulatory Protection.* Digital asset transactions may not be subject to a right to claim under any investor compensation fund established by any government or regulatory authority or any deposit protection scheme in any relevant jurisdiction. Thus, digital assets may have a reduced level and type of protection compared to fiat currencies, securities, and other asset classes and types. The regulatory regime governing blockchain technologies, cryptocurrencies, and NFTs is uncertain, and new regulations or policies may materially adversely affect the development of the Service.
- *Internet-based transactions.* There are risks associated with internet-based transactions, including 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 related to your transaction. You accept and acknowledge that PARTI is not and will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when purchasing or selling digital assets, however caused.
- *Account access or control.* You assume all risks associated with controlling access to your account and agree that PARTI is not responsible for the security of your PARTI account. Any information you provide for use in verifying and/or securing your account, including your email address, your password, any device, app, or other means you may use for multi-factor authentication, and/or any authentication codes you may receive from PARTI in order to validate your account. Any financial or other losses resulting from your PARTI account access being compromised or lost, which could result from account takeover, loss of your account credentials, or any other situation which may cause you to lose access to your PARTI account.

- *Loss of account.* There are risks associated with the permanent loss of your account, and the loss of any digital assets, items or features associated with your account, including your NFTs, Content, profile, account history, and other items that may be meaningful to you. Your account access may be temporarily or indefinitely suspended, or permanently terminated, for various reasons, including the deletion of your account at your request, illegal activity committed on your account or associated with the identified owner of your account, whether occurring on or off of the Website, due to violations of these Terms; your failure to meet eligibility criteria to use the Services, or as required to comply with legal and/or regulatory obligations. You accept and acknowledge that PARTI is not and will not be responsible for any issues related to the loss of your account and any valued items associated with your account, however caused, nor is PARTI responsible for remediating your losses in any way.
- *Value Fluctuation and Price Volatility.* The value of digital assets may fluctuate significantly over a short period of time and may be reduced to zero. Price volatility and unpredictable fluctuations may result in significant losses over a short period of time or permanently due to various factors, including government or regulatory activity, the discovery of wrongful or illegal conduct, market manipulation, changes to the digital asset's nature or characteristics, suspension or cessation of support for a digital asset by other exchanges or service providers, public opinion, or other factors outside our control, technical advancements, and macroeconomic and political factors. You understand that the markets for these digital assets are nascent and highly volatile due to risk factors including adoption, speculation, technology, security, and regulation. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. Furthermore, we are not responsible for and does not guarantee that the quality and authenticity of authorship of any NFT or NFT Content will be satisfactory and/or meet expectations; and/or that any seller representations, offers and/or agreements made in connection with the sale of an NFT that is beyond the scope of the NFT Content License (see Section 6) are valid and/or will be fulfilled. We cannot guarantee that any purchasers of NFTs will not lose money, or that they would be able find a purchaser if they wish to sell their NFTs, and we hereby expressly disclaim any guarantee as to the value or market for any NFTs you may purchase.
- *Digital Asset Vulnerability.* Cryptocurrencies typically referred to as "stablecoins" are often backed by underlying assets and are pegged to a specific value threshold. Stablecoins and their operational mechanics pose unique risks. These risks include the potential or volatility in the value of the underlying assets, which can lead to fluctuations in the stablecoin's value. Additionally, the stability and solvency of the backing assets are dependent on the integrity and security of the underlying blockchain network, which can be subject to technical vulnerabilities and malicious attack. Stablecoins may not be as stable as they purport to be, may not be fully or adequately collateralized, and may be subject to panics and runs.

- *Digital Assets Are Not Legal Tender.* Digital assets are not considered legal tender. Not all digital assets are backed by any physical assets or supported by any government or centralized authority. Digital assets may not have intrinsic value and their circulation may be limited and restricted.
- *High-Risk and Complex Nature.* Digital assets are generally considered a high-risk asset class and may be considered securities under certain jurisdictions. You must exercise prudent judgment when trading digital assets. The nature of digital assets may be very complex, and their terms, features or risks may not be readily or fully understood due to the complex structure, novelty, and reliance on technological features.
- *Trading Digital Assets.* There is no assurance that any trading market for digital assets will be orderly and stable. Any digital asset or trading position may be subject to large swings in value and may even become worthless. 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.
- *Liquidity and Conversion Risks.* There is a risk that you may experience losses due to the inability to sell or convert digital assets into a preferred alternative asset immediately or where conversion is possible but at a loss. Such risk for digital assets may be caused by many reasons, including the absence of buyers, limited buy/sell activity or underdeveloped secondary markets. If in the future, there is a feature which makes it possible for you to act as a liquidity provider on the Protocol through the Website, you understand that your digital assets may lose some or all of their value while they are supplied to the Protocol through the Website due to the fluctuation of prices of tokens in a trading pair or liquidity pool.
- *Smart Contract and Intellectual Property Risks.* Smart contract transactions automatically execute and settle, and blockchain-based transactions are irreversible when confirmed. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time. Certain trades can expose you to potentially significant price slippage and higher costs. We do not create, own, or operate cross-chain bridges and we do not make any representation or warranty about the safety or soundness of any cross-chain bridge. Additionally, there are risks associated with purchasing user-generated Content, including the risk of purchasing content that is counterfeit, mislabeled, vulnerable to metadata decay, or held in smart contracts containing bugs, and that infringes the copyrights or other rights of a third party or may become inaccessible or non-transferable. We reserve the right to temporarily or permanently remove access to, or permanently remove, collections, contracts, and content affected by any of these issues, or by other issues; including violations of these Terms or in the event that we receive a DMCA Takedown Notice or other notice that the content violates the rights of a third party, our Acceptable Use Code or the Agreement. NFTs you purchase may become

inaccessible on PARTI. Under no circumstances shall the inability to view your content on PARTI serve as grounds for a claim against PARTI.

- *Government or Regulatory Authority Interference.* You may suffer losses because of value depreciation of a digital asset you paid as a result of controls imposed by a government or regulatory authority. Repayment or payment of any amounts due to you may be delayed or even prevented by controls or other actions imposed by government or regulatory authorities over digital assets and/or their ecosystem that these authorities control or regulate.
- *Inflation Risks.* Digital assets may, either because of their inherent design or through network events, not be a fixed supply. If and when additional digital assets are created, the particular digital asset's price may decline due to inflationary effects of adding additional digital assets to the total available amount of assets in the market.
- *Whales and Concentration Risk.* At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any digital asset. These persons are often referred to colloquially as "whales." These whales may have significant impact and may be able to influence or cause significant market events that may have a detrimental effect on price, value or functionality of digital assets.

4.2 Disclaimer. THE SERVICE AS WELL AS THE NFTS AND THE CONTENT ASSOCIATED THEREWITH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR CLARITY, PARTI MAKES NO WARRANTIES OF ANY KIND IN CONNECTION WITH THE SERVICE, THE NFTS, AND/OR THE CONTENT.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICE AND/OR THE CONTENT MAY CONTAIN AUDIO-VISUAL EFFECTS, STROBE LIGHTS, OR OTHER MATERIALS THAT MAY AFFECT YOUR PHYSICAL SENSES AND/OR PHYSICAL CONDITION.

WE ARE NOT RESPONSIBLE FOR ENSURING THAT THE SERVICE, INCLUDING ANY CONTENT THEREIN, IS ACCURATE, COMPLETE, OR CURRENT. ANY CONTENT INCLUDED AS PART OF THE SERVICE IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS. ANY RELIANCE ON THE SERVICE, AND ANY CONTENT THEREIN, IS AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PARTI, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. PARTI PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES

NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

5. Creators and Collectors

5.1 Becoming a Creator and/or Collector. The Service is a platform for Creators and Collectors to make, publish, share, sell and purchase NFTs containing digital art and/or other Content.

5.2 Creators. You may become a Creator by creating listings containing Content created solely by you, or Content to which you own or control all rights. If you create an NFT listing on the Website that contains Content created by you in collaboration with one or more contributors, it is your responsibility to ensure that you have the consent of all parties who contributed to the creation of or have any rights to any aspect of the Content piece before creating the Content. It is also your responsibility to account to any such contributors or other parties who may be entitled to share in any proceeds derived from sales containing the work.

5.3 Creator Guidelines. All Content or any other artwork, text, files, communications, data, information, or content that you submit or post on or through to or through the Service must comply with the [Content Guidelines](#). All Creators are responsible for ensuring that content created or owned by them complies with the Agreement and the Content Guidelines. To post Content on the Website, you must create an account on the Website subject to the Agreement. You agree that as part of the account creation process, you will provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form and we may ask you to carry out additional verification steps. You may need to meet certain transactions eligibility requirements before you can use certain features of the Website, including listing a NFT for sale.

5.4 Offering to Sell a Subscription to Your Channel or NFT. You may offer for sale a subscription to your channel on the Website or a NFT on the Website by listing it for sale. The sale of any subscription or NFT will be executed through the Blockchains or by credit card purchase. PARTI will receive a fee for any sale of Content that is posted on the Website. The fee will be deducted from the purchase price to be paid to the Creator. You will need to meet any transactions eligibility requirements that may be required by the Blockchains or third party credit card payment processors, as the case may be, to sell any Content that is posted on the Website. The fee that PARTI will charge for the sale of Content may be changed at any time by PARTI in its sole discretion.

5.5 Subscribing to a Channel or Purchasing a NFT. You may become a Collector on the Website and subscribe to channels on the Website or collect NFTs by making purchases for NFTs posted on the Website by using the Blockchains to execute your purchase. You will need to meet any transactions eligibility requirements that may be required by the Blockchains, as the case may be, to purchase any Content that is posted on the Website.

5.6 User Disputes. PARTI is not responsible for any disputes between users on or in connection with the Website, including any disputes related to the purchase or sale of any Content posted on the Website. You hereby release us, our affiliates and their affiliates as well as our third-party service providers, and each of our and their respective officers, directors, agents, joint-venturers, employees, and representatives, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute with any other user of the Service.

5.7 Sales and Losses. PARTI provides services as a marketplace platform only and is not a seller, auction house, auctioneer, broker, financial institution, or creditor. PARTI allows buyers to match with sellers but is not a party to any agreement between the buyer and seller of crypto assets including Content, or between any users. PARTI is not responsible for ensuring that a buyer or seller will actually complete a transaction, nor is PARTI responsible for any losses of funds or NFTs, or other losses of any kind as the result of any sales. All transactions must take place on the Blockchains. You release PARTI (and our officers, directors, agents, parent, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such transactions.

5.8 Our Right to Moderate Content. PARTI will enforce our Policies at our sole discretion, including the [Content Guidelines](#) and [Copyright Policy](#), which are subject to change without notice. This may result in PARTI tagging or obscuring your Content with content warnings or labels, making it possible for other users to filter out your Content according to their preferences, making Content inaccessible in specific regions, making Content inaccessible to all users of the Website, otherwise delisting Content from the Website, permanently deleting Content from the Website, and/or permanently disabling your account and all associated Content on your account.

Content will be moderated at the sole discretion of PARTI. Content may be made inaccessible or removed by PARTI to comply with these Terms, DMCA Notices under our [Copyright Policy](#), to comply with applicable laws, or to carry out other moderation actions required to ensure the safety and security of the PARTI community and the Website. Moderation actions may occur at our discretion in response to violations of our [Content Guidelines](#); violations of the Agreement; to comply with legal obligations, such as the preservation of evidence; to comply with requests from judicial or administrative authorities, law enforcement, or government agencies; or to protect the safety and security of our products, systems, and users.

If the Content is made inaccessible or removed, it may become temporarily, indefinitely, or permanently inaccessible to both the Creator and Collectors of NFTs containing that Content. PARTI is not responsible for any loss of ownership of or access to Content or NFTs, or other losses of any kind following the moderation actions, and will not issue refunds under any circumstances.

You may report Content that you believe violate the Agreement through platform features, email, or other channels. We make no guarantees to take moderation actions in response to user reports and will act in our sole discretion to comply with applicable laws, address violations of the Agreement, and ensure the safety of other users on the Website.

5.9 No Guarantee of Authenticity of Content or Authorship.

PARTI may sort, tag, or otherwise place indicators on Content or users, but makes no claims about the authenticity, veracity, legitimacy, or authorship of any NFT and/or user profile Content or descriptions. PARTI is not responsible for any NFTs or Content displayed on the Website, and/or for investigating or authenticating the user profiles of Creators, Collectors, and/or sellers. As such, PARTI does not guarantee or warrant:

- the authenticity, safety, or legality of any NFT or any Content;
- the uniqueness, originality, rarity, scarcity, quality, or value of any NFT or any Content;
- the truth or accuracy of any NFT or any Content or listing details, such as titles, descriptions, and authorship attributions;
- the validity or legitimacy of any Creator claims, representations, promises, or offerings; or
- the authenticity, credibility, legitimacy, or reputation of any user profile.

In short, all NFT or Content purchases are at the Collector's own risk.

6. Purchase of Subscriptions; NFT Sales; Creators' and Collectors' Rights.

6.1 Purchase of a Channel Subscription.

Creators may create channels to display Content on the Website and may charge Collectors a subscription fee to access their channel. Collectors who purchase a subscription to a channel will be granted by the Creator a worldwide, non-exclusive, revocable, non-sublicensable, non-transferable license to view the Creator's Content on the channel for the Collector's own personal use. Purchasing a subscription will not convey to the Collector any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Content.

6.2 PARTI'S NFTs.

PARTI may offer for sale certain NFTs that are not controlled by PARTI, such as the Parties Hall of Fame Pass or Parties NFTs ("Third-Party NFTs"). These Third-Party NFTs grant the holder the right to access profiles of all Creators on the Website. You may purchase these Third-Party NFTs on the Parties and Hall of Fame (HOF) NFT Channel on our Website or on third-party marketplaces where they are available. Purchases made through third-party marketplaces are governed by the terms and conditions of those marketplaces, and PARTI has no control over such transactions.

6.3 Sales of NFTs.

When posting a NFT on the Website, the Creator hereby acknowledges, understands, and agrees that they are offering for sale a NFT which, if sold on the Blockchains, would constitute an express and affirmative grant of the limited NFT Content License rights to all subsequent purchasers, and owners of the NFT, as provided herein. The rights to use the Content that is licensed by the Creator(s) to the Collector upon purchase of an NFT is referred to as the "**NFT Content License.**" The Creator of an NFT that is being sold, as well as each Collector who purchases the NFT, agree that the following NFT Content License terms apply to the sale/purchase of that NFT:

Content License

(From Creator(s) to Collectors)

1. NFT Content License

Creator grants to each purchasing Collector a limited license to copy and use the Content piece contained in the NFT solely as permitted by the rights granted by this NFT Content License, and in connection with the Collector's permitted use of the Service.

Rights Granted: Creator hereby grants to each Collector a non-exclusive, irrevocable, non-sublicensable, transferable license to use and display the NFT Content, solely (a) for Collector's own personal, non-commercial use; (b) to make copies of the NFT Content solely for the Collector's own personal, non-commercial and non-public display and viewing; and (c) in connection with the re-sale of the NFT. The Collector may demonstrate the Collector's ownership of NFTs they have collected by displaying and sharing them, but the Collector does not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the underlying NFT Content, except for the limited rights licensed by this NFT Content License. The Collector's rights granted by this NFT Content License will continue while the Collector retains ownership of the NFT, and are subject to the Right Limitations and License Conditions set forth below.

Rights Limitations: The Collector is not granted any rights to make "commercial use" of the NFT Content, and may not sell copies of, or access to, the content, create or sell derivative works

embodying the Content, or otherwise commercially exploit the Content. Without limitation, the Collector agrees that the Collector will not, and will not permit any third party to, do or attempt to do any of the following actions in connection with the NFT Content: (a) use or modify, distort, mutilate, or perform any other modification to the content which would be prejudicial to the Creator's honor or reputation; (b) use the Content in connection with text, images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech, illegal activity, or otherwise infringe upon the rights of others; (c) incorporate the Content in movies, videos, video games, or any other forms of media for a commercial purpose; (d) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Content; (e) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Content; (f) attempt to mint, tokenize, or create an additional cryptographic token representing the same Content, whether on or off of the Service; (g) falsify, misrepresent, or conceal the authorship of the Content; or (h) otherwise utilize the Content for the Collector's or any third party's commercial benefit.

Creator Obligations: The Creator will not, and will not authorize another user, to mint, sell, tokenize, or otherwise create another NFT that contains the same Content as the Content contained in an NFT previously minted by them on the Website and still in existence.

Reservation of Rights: Subject to the license granted to the Collector and Creator's obligations in this NFT Content License, the Creator retains ownership of all rights, title, and interest in and to the NFT Content itself, subject to the NFT Content License granted by the Creator and the Creator reserves all exclusive copyrights to the Content contained in the NFT, including the right to reproduce; to prepare derivative works; and to display, to perform, and to distribute the Content.

License Conditions: All Creators and Collectors of NFTs on the Website agree that PARTI may take any moderation action we see fit to ensure compliance with all applicable laws and ensure community and platform safety and security, at our sole discretion. The Collector acknowledges that NFT content on the Website which is licensed for your use pursuant to your purchase of an NFT may be moderated, made inaccessible, burned, or otherwise temporarily or permanently removed (whether by PARTI, by any user, or any other party). This NFT Content License is subject to suspension and or termination should any NFT Content which is licensed for use by the Collector pursuant to an NFT Content License be obscured, made inaccessible, or removed as a result of PARTI's enforcement of provisions of the Terms of Service or any PARTI Policies. In addition, any violation of an NFT Content License by a Creator or Collector of an NFT may be notified to PARTI by the Collector or Creator of that NFT and will constitute a violation of the Terms of Service. Accordingly, PARTI may take actions with respect to the NFT, the NFT Content, and/or the violating Creator and/or Collector, in PARTI's sole discretion, as it deems appropriate to enforce provisions of the Terms of Service or any PARTI Policies.

Release: All Creators and Collectors of NFTs on the Website hereby irrevocably release, acquit, and forever discharge PARTI of any liability for the loss of Content they own, sell, purchase, use, or otherwise experience, and/or the loss of access to any NFT Content licensed to you pursuant to an NFT Content License through the Service; financial or other losses of any kind as the result of Content being moderated, made inaccessible, or removed, or affected by any other moderation actions taken by PARTI (including, but not limited to, Content being tagged with a content warning or other label, Content being delisted from a marketplace, content being made inaccessible for any period of time, or in specific geographic regions); or any liability for losses resulting or arising from the Creators or Collectors' breach of this NFT Content License.

2. Digital Content License (Non-NFT Paid Content From Creators to Collectors)

License Grant: Creator grants each purchasing Collector of paid, non-NFT digital Content a limited license to view and use the purchased Content under this Digital Content License, solely in connection with the Collector's permitted use of the Service on Parti.com. This license applies specifically to paid Content that has not been made available for free public viewing.

Rights Granted: Creator grants each Collector a non-exclusive, non-sublicensable, non-transferable license to view and display the paid digital Content solely on Parti.com for: (a) the Collector's personal, non-commercial use; and (b) making personal copies solely for non-commercial, non-public display and viewing on Parti.com. The Collector does not obtain any legal ownership, copyright, trademark, or other intellectual property rights to the Content, except for the limited viewing rights granted by this license. This license remains valid while the Collector retains access to the Content on Parti.com, subject to the Rights Limitations and License Conditions below.

Rights Limitations: The Collector is not granted any rights to repost, share, or distribute the paid Content on other platforms, websites, or media. This Content is strictly for personal viewing on Parti.com and may not be copied, reposted, made accessible, or displayed on any other site or service. Additionally, the Collector agrees not to: (a) alter or modify the Content in ways that could harm the Creator's reputation; (b) use the Content with any media depicting hate, violence, or illegal activity; (c) incorporate the Content into any commercial media; (d) commercialize merchandise with the Content; (e) claim intellectual property rights over the Content; or (f) distribute the Content publicly or for commercial gain.

Creator Obligations: Creators agree not to sell or distribute duplicate versions of the same paid digital Content on the Website unless disclosed as non-exclusive or intended for public viewing.

Reservation of Rights: The Creator retains all rights, title, and interest in the Content, except for the limited viewing rights granted exclusively on Parti.com.

License Conditions: PARTI may moderate, restrict, or remove paid digital Content as necessary to ensure compliance and community safety. Any moderation actions that affect the accessibility of digital Content may result in the suspension or termination of this license.

Release: By participating on the Website, all Creators and Collectors release PARTI from any liability for loss of access to their Content, any moderation actions affecting the Content, or any loss resulting from actions taken under PARTI's Terms of Service and Policies.

6.4 Additional Features.

From time to time, PARTI may make additional features and/or functionalities available to some or all users on the Website.

7. Intellectual Property

7.1 Ownership of the Service.

Unless otherwise expressly indicated in writing by us, the Service and all Content and other materials contained therein, including, without limitation, the PARTI logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof are the proprietary property of PARTI or our affiliates, licensors or users, as applicable.

The PARTI logos and other trademarks may not be copied, imitated, or used, in whole or in part, without our prior written permission.

7.2 License to Use the Service.

Subject to these Terms, you are hereby granted a limited, nonexclusive, non-transferable, non-sublicensable, and personal license to access and use the Service solely in connection with uses that are authorized under these Terms. This license is subject to these Terms and does not include any right to: (a) sell, resell or use commercially the Service; (b) distribute, publicly perform or publicly display any part of the Service; (c) reverse engineer, modify or otherwise make any derivative uses of the Service or any portion thereof; and (d) use the Service other than for its intended purpose.

7.3 Content Ownership.

As a single Creator, you retain ownership of all intellectual property (IP) rights in any Content created solely by you.

You agree that any Content you create and/or post on the Website contains only original Content owned or otherwise authorized for use by you as a Creator, and does not contain unlicensed or unauthorized copyrighted Content and that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Service. Any Content you submit must also comply with our [Content Guidelines](#).

If any Content you create contains any elements owned by a third party (likenesses, images, or other intellectual property which belongs to someone else) that have been licensed for you to use (“**Licensed Elements**”), you agree that:

- you will use any Licensed Elements according to the applicable license and restrictions;
- you will not violate the terms of the license you have been granted in any way;
- PARTI may need to, and reserves the right to, enforce additional restrictions on your use, display, creation, and/or transfer of Content involving Licensed Elements or other third-party IP, depending on the nature of the license;
- you will be responsible for complying with any such restrictions of which PARTI notifies you, from the date that you receive the notice. Any failure by you to comply will be considered a breach of the license granted to you to use the Website.

PARTI cannot guarantee that any NFTs or Content contained in a NFT posted on the Website will be permanently available in a digital format; preserved, unmodified, or undestroyed by a Collector; or otherwise preserved.

7.4 License to PARTI.

You will own Content that you create or share on the Website. However, we need certain legal permissions from you (known as a “license”) to provide you with the Services on the Website.

Accordingly, you grant PARTI, our affiliates, and successors, a worldwide, non-exclusive, sublicensable (including through multiple tiers of sublicensees), royalty-free, perpetual, transferable, license to use, store, copy, modify, perform and display any Content or other artwork, text, files, communications, data, information or materials that you submit or post on or through the Service for our lawful business purposes, including to provide, promote, and improve the Service. You hereby waive and agree that you will not assert any moral rights or equivalent rights you may have in any jurisdiction to Content you create that is minted into an NFT. If you provide any feedback or suggestions to PARTI concerning the functionality, performance, or any other aspect of the Service, such feedback and suggestions will belong to PARTI and you hereby assign to PARTI all right, titles, and interest in and to such feedback and suggestions, and PARTI is free to use the feedback and suggestions without payment or restriction.

Once Content created by you has been minted as an NFT, any license you have granted for the use of that Content and/or any of your profile information included in the NFT to reference your association with that Content, cannot be revoked, as the record of that Content lives forever on the Blockchains. We reserve the right to indefinitely display digital Content linked to minted NFTs.

For other Content you share on the Website (such as your profile details, like your display name and bio), the license you grant to PARTI to use such Content will end when that Content is made inaccessible or deleted from the Website. While your license to PARTI to display, publish or modify such Content may end, PARTI will retain the right to store the Content or associated data to ensure the operational resilience of the Service. However, the license granted to PARTI will continue in the following situations:

- where deletion is not possible or practical due to technical limitations of our systems, in which case, PARTI will process the deletion of Content as soon as it is technically feasible;
- where deletion is not possible due to associated data being stored on a blockchain, which is immutable and uneditable, or other immutable means of storage;
- where your Content is included in an NFT which has been transferred or sold to another person;
- where your Content has been used by others in accordance with this license and they have not deleted it; or
- where deletion is not possible because it may restrict our ability to: investigate or identify illegal activity or violations of the Agreement (for example, to identify or investigate misuse of our products or systems); comply with any legal obligation, such as the preservation of evidence; comply with a request of judicial or administrative authority, law enforcement, or a government agency; or to protect the safety and security of our products, systems, and users.

You grant PARTI and any PARTI users who purchase, collect and/or otherwise interact with any NFTs containing Content into which you have included a musical work, a royalty-free license to use the work as permitted by these Terms, without obligation to pay royalties to any third party, including, but not limited to, any record label, music publisher, music or sound recording performing rights organization, or other third party royalty participant or rightsholder with respect to the musical work. You are solely responsible for obtaining all necessary authorizations and consents from, and making all notifications to, all relevant parties for the royalty-free license granted herein, and for complying with any contractual, permissions-related, reporting, and/or other obligations to third parties related to your use of musical works in an NFT.

8. Your Representations and Warranties.

You hereby represent and warrant that: (a) Content submitted to the Service contains only original Content otherwise authorized for use by you as a Creator, and does not contain unlicensed or unauthorized copyrighted Content, and that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted

herein for any Content that you submit, post or display on or through the Service; (b) Content 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 PARTI the license described in these Terms; (c) any information you submit to the Service will not infringe, misappropriate, or otherwise violate rights of a third party, including intellectual property rights and rights to privacy or publicity; (d) you understand and willingly accept the risks described in these Terms; (e) Content submitted to the Service will comply with the Agreement; and (f) you will at all times use the Service in compliance with all applicable laws.

9. Indemnification and Release.

You agree to release, indemnify, defend, and hold harmless PARTI and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all claims, losses, costs, damages, and expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Service, the purchase or sale of any Content posted on the Website by you, your violation of these Terms or of any rights another, your violation of applicable laws, including export control laws, and/or any claims by or against you of infringement of moral or equivalent rights. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

10. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PARTI OR ITS AFFILIATES, OR ANY OF PARTI'S OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE SERVICE, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOST PROFITS, LOST DATA, EVEN IF PARTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARTI'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

11. Arbitration; Governing Law.

YOU HEREBY EXPRESSLY AGREE TO WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY AND AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. YOU WILL SUBMIT ANY DISPUTES ARISING FROM THE AGREEMENT OR THE USE OF THE SERVICE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING CAYMAN ISLANDS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES OR PRINCIPALS. THE SEAT OR LEGAL PLACE OF ARBITRATION WILL BE IN PANAMA. THE ARBITRATION PROCEEDINGS AND ALL PLEADINGS AND WRITTEN EVIDENCE SHALL BE IN THE ENGLISH LANGUAGE. ANY WRITTEN EVIDENCE ORIGINALLY IN A LANGUAGE OTHER THAN ENGLISH SHALL BE SUBMITTED IN ENGLISH TRANSLATION ACCOMPANIED BY THE ORIGINAL OR TRUE COPY THEREOF. YOU AGREE TO ARBITRATE IN YOUR INDIVIDUAL CAPACITY ONLY – NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS – AND YOU EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS ACTION BASIS. YOU AGREE TO GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE. FURTHERMORE, UNLESS YOU AND PARTI AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OF CLASS PROCEEDING. ALL ARBITRATION PROCEEDINGS ARE CONFIDENTIAL UNLESS BOTH YOU AND PARTI AGREE OTHERWISE. ARBITRATION ORDERS AND AWARDS REQUIRED TO BE FILED WITH APPLICABLE COURTS OF COMPETENT JURISDICTION ARE NOT CONFIDENTIAL AND MAY BE DISCLOSED BY THE PARTIES TO SUCH COURTS. A PARTY WHO IMPROPERLY DISCLOSES CONFIDENTIAL INFORMATION WILL BE SUBJECT TO SANCTIONS. THE ARBITRATOR AND FORUM MAY DISCLOSE CASE FILINGS, CASE DISPOSITIONS, AND OTHER CASE INFORMATION AS REQUIRED BY A COURT ORDER OF PROPER JURISDICTION.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. Miscellaneous Legal Terms.

12.1 Entire Agreement.

The Agreement constitutes the entire agreement between you and PARTI with respect to the Service and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Service. PARTI reserves the right to modify the Agreement at any time without prior notice. PARTI may, at our sole discretion, notify you of changes to the Agreement via: (a) a prompt from the Service that will allow you to read the new or modified Agreement, and require you to accept the new or modified terms prior to being able to access the Service; (b) by electronic mail; or (c) by posting a notice on the Website. Regardless, your

continued use of Service after the Agreement has been updated constitutes your approval of the revised Agreement.

12.2 Waiver.

No failure to exercise and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

12.3 Electronic Communications.

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, "**Communications**"). We may provide Communications to you by posting them via the Service, by emailing them to you at the email address you provide, by sending an SMS or text message to a mobile phone number that you provide, or by posting them to the Website. You should maintain copies of all Communications. You may contact PARTI with any questions, complaints, or claims at the following:

Email: support@parti.com

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Date of Last Update: October 28, 2024