

Snag Solutions Terms and Conditions

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Introduction

Welcome to Snag Solutions, Inc. (“Snag Solutions,” “Company,” “we,” “our,” or “us”)!

Snag Solutions provides non-fungible token (“NFT”) marketplaces displaying the branding and look-and-feel of select NFT collections whose owners (defined herein individually as a “Project” and collectively as “Projects”) have contracted with Snag Solutions to create and host such a marketplace. Each of these marketplaces is defined herein as a “Project-Branded Marketplace.”

Individuals who use, access, or connect a wallet to (or individuals who, on behalf of a business entity, use, access, or connect a wallet to) a Project-Branded Marketplace are defined herein as “Users.”

Each Project-Branded Marketplace provides Users with the ability to view, browse, list for sale, purchase, transfer, bid on, and sell NFTs using peer-to-peer tools and technology, which we refer to as the “Services.”

Although each Project-Branded Marketplace is accessed by a URL that appears to be part of a Project’s website, that URL is actually pointing to a URL hosted on a staging environment operated by Snag Solutions (“Staging Environment”). As such, when a User is on any Project-Branded Marketplace, that User is actually on a Staging Environment and not on that Project’s website. Consequently, we will sometimes collectively refer to any Staging Environment and the Project-Branded Marketplaces as the “Platform.”

By using or accessing any aspect of the Platform, including using or accessing any Project-Branded Marketplace hosted by Snag Solutions, all Users and Projects are agreeing to these Terms and Conditions (“Terms and Conditions”) and are acknowledging that they have read and understand all of these Terms and Conditions and agree to be bound by them. For that reason, when we use the term “you” or “yours” in these Terms and Conditions, we mean any User and/or Project that uses or accesses any aspect of the Platform, as applicable under the circumstances.

These Terms and Conditions govern the User’s and Project’s use of all aspects of the Platform. Please read the entirety of these Terms and Conditions carefully. These Terms and Conditions also explain what the User and Customer can expect from us.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER, IN THE SECTION BELOW ENTITLED “ARBITRATION AGREEMENT, WAIVER OF CLASS ACTION & WAIVER OF JURY TRIAL.”

BY USING OR ACCESSING THE PLATFORM AND/OR BY CONNECTING A WALLET TO THE PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THE ARBITRATION AGREEMENT. BY AGREEING TO THE ARBITRATION AGREEMENT, YOU AGREE TO RESOLVE DISPUTES WITH US VIA BINDING ARBITRATION OR IN SMALL CLAIMS COURT (INSTEAD OF A COURT OF GENERAL JURISDICTION), AND YOU AGREE TO DO SO AS AN INDIVIDUAL (INSTEAD OF AS A MEMBER OF A CLASS IN A CLASS ACTION). TO THE EXTENT THAT THE LAW ALLOWS, YOU ALSO WAIVE YOUR RIGHT TO A TRIAL BY JURY.

IT IS ALSO IMPORTANT THAT YOU REVIEW THE “LIMITATION OF LIABILITY” AND “DISCLAIMER OF WARRANTY” SECTIONS IN THESE TERMS AND CONDITIONS.

Service Provider Issues

The service provider you are contracting with is Snag Solutions Inc., a Delaware corporation. Snag Solutions is not the owner of any NFT collection for which Snag Solutions is providing a Project-Branded Marketplace.

Any claims, issues, complaints and/or questions regarding the operation, management, and control of the Platform, the functionality of the Project-Branded Marketplace or the Services offered through the Project-Branded Marketplace should be made only to Snag Solutions by following the process in the Reporting Platform Errors and Providing Feedback Section below.

Claims, issues, complaints and/or questions about the Platform should NOT be made to the owner of the NFT collection.

NFT Issues; NFT Terms and Conditions

Any claims, issues, complaints and/or questions about a particular NFT collection, the business entity or individuals who own the NFT collection, and/or any exclusivity, utility, airdrops, promotions, access and/or other benefits or attributes that the User may be entitled to by virtue of its ownership of an NFT, should be made only to the owner of the NFT collection by following that Project’s own process for handling claims, issues, complaints and/or questions.

Please also keep in mind that each Project may have its own terms of use, terms of sale, terms of service, and/or other terms and conditions, which may impact the User’s ownership, access to, and/or sale of any NFT in such NFT collection.

These Snag Solutions Terms and Conditions do not replace, restate, substitute, and/or amend any terms of any NFT collection that may apply to any NFT that you may list for sale, purchase, advertise, bid on, and/or sell on the Platform.

No Use By Minors

You must be at least 18 years of age (or at least the legal age of majority in your legal jurisdiction) to use the Platform, which includes any Project-Branded Marketplace. If you are not at least 18 years of age (or at least the legal age of majority in your legal jurisdiction), you are prohibited from using or accessing the Platform. If you are a parent or guardian of someone who is not at least 18 years of age (or at least the legal age of majority in your legal jurisdiction) and you allow them to use or access the Platform, you warrant and represent that you take full and complete responsibility for their activity on the Platform.

Assumption of Risk

You accept and acknowledge:

- The value of any NFT is subjective and you may lose money by purchasing an NFT (or any cryptocurrency that you may purchase or exchange as part of the process of buying or selling any NFT). There have been rapid swings in the valuation of NFTs and cryptocurrencies, which are beyond our control and your control, making cryptocurrencies highly volatile and risky. You acknowledge that you fully understand this subjectivity, volatility, risk, and that you may lose money or other assets, including virtually all of the value used to purchase any NFT or cryptocurrency.
- Your purchase of an NFT may not provide you with any legal rights beyond mere ownership of the underlying blockchain asset, which may not include any intellectual property rights in the digital content, metadata, or the image, audio, video or other media file linked to the NFT. Additionally, to the extent any intellectual property rights have been licensed to you by the owner of the NFT collection, those rights may be rescinded or changed by the owner of those rights, or the owner of those rights may waive their rights such that they are placed in the public domain (i.e., CC0), which may terminate any exclusivity or license you may have been given or promised through your NFT.
- Various governmental agencies are considering new laws, regulations and policies pertaining to NFTs, cryptocurrencies and blockchain technologies, which may impact the value and legal status of any NFTs or cryptocurrencies that you may possess. This may negatively impact, disrupt, or completely halt the crypto market and NFT market and by extension your rights to and/or interests in the NFTs you purchased.
- We neither own nor control any blockchain or cryptocurrency token network on which any smart contract is based, nor do we own or control any smart contract on which any NFT collection listed for sale on the Platform is based. Further, transactions on a blockchain cannot be reversed and Snag Solutions has no ability to reverse any transaction on any blockchain. All transactions on the Platform are final.

- You are solely responsible for determining the tax treatment of each transaction you make on any blockchain, including any transactions you make while using or accessing the Platform. Snag Solutions does not collect any tax on any transaction made on any blockchain and is not responsible for determining any taxes that may apply to any of your transactions on any blockchain. Further, you are solely responsible to pay any taxes, duties, and assessments owed to any governmental authority as a result of your use of the Platform or as a result of your creation, ownership, purchase, sale, or transfer of any NFT.
- The use and popularity of NFTs may significantly decrease, which could result in the inability to sell your NFTs or in a lack of development in the NFT collections of which your NFTs belong.
- There are risks associated with use of the Internet and products utilizing blockchain technologies, including, but not limited to, Internet connection failure, delay or disruption (whether your, Snag Solutions', or a third party's Internet connection), hardware and software issues and failures, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or account. Snag Solutions is not responsible for any failures, disruptions, errors, distortions or delays you may experience when using the Platform or any blockchain network (including but not limited to a third party purchasing an NFT before your attempt to purchase the same NFT is completed), regardless of the cause.
- Each Project-Branded Marketplace relies on Snag Solutions maintaining a good working relationship with that Project and other third parties. If there is any disruption or termination of any agreement between Snag Solutions and that Project, or with any other third parties, then your access to and use of such Project-Branded Marketplace may suffer.
- You are responsible for doing your own research before using the Platform. When purchasing an NFT on the Platform, you are purchasing the NFT directly from the Project and/or third party sellers, and not from Snag Solutions. Although Snag Solutions endeavors to only provide Project-Branded Marketplaces for reputable NFT collection owners, you should assume that Snag Solutions does not endorse any Project or any of its NFT in any way, has not verified the authenticity of any individual NFT, and has not reviewed or approved of the contents of any individual NFT. Further, there are risks associated with purchasing NFTs, including the risk that the properties of the NFT as listed on the Platform may be inaccurate, incomplete or mislabeled, NFTs or corresponding smart contracts that contain bugs or errors, which may impact your ability to complete a transaction or to purchase, sell or bid on an NFT. It is solely your responsibility to determine the accuracy and authenticity of any NFT and its properties.
- Should you decide to not sell an NFT that you have previously listed for sale, you are solely responsible for cancelling any listings for that NFT to prevent a future purchase. NFT listings on the Platform will remain until either the listing expires by the terms you provide

for it or you cancel the listing . Be aware that, if an NFT with an active listing is transferred to another wallet, and then ultimately transferred back to the previous wallet, the active listing may remain active and could result in an unintended sale of the NFT.

- You are responsible for conducting your own due diligence into any NFT you are considering purchasing, including but not limited to determining whether there has been any theft or reported theft history of any given NFT. An NFT may be reported as stolen on certain NFT marketplaces and not others (such as the Platform), and it is not the responsibility of Snag Solutions to monitor all NFT marketplaces to determine if an NFT has been flagged as stolen. Instead, we take seriously our obligation to follow our Suspicious Activity and Theft Reporting Policy, set forth below.
- Third parties outside of Snag Solutions' control may create an NFT that points to, links to, or otherwise associates with the same digital content, metadata, or the image, audio, video or other media file that an NFT you own points to, links to, or is otherwise associated with, and this may adversely affect the value of your NFT.
- It may be possible that a persistent fork of a blockchain on which your NFT is built could result in a duplicate NFT on the forked blockchain, which could be materially adverse to the value of your NFT. You understand and accept this risk.

Ways You May and May Not Use the Platform

You may use the Platform only for lawful purposes and in accordance with these Terms and Conditions.

You may not use the Platform to do any of the following:

- Market manipulation. You shall not sell an NFT to yourself (including to another wallet you own or control) to make it appear to others that an individual NFT or NFT collection sold for a certain price or has a certain amount of market activity. You shall not sell or buy an NFT as part of a plan with another person or persons to manipulate the NFT market of the Project-Branded Marketplace. You shall not report an NFT stolen in an attempt to manipulate or limit market access to that NFT.
- Regulated financial products and activities. You shall not offer, list, exchange, or sell any NFT that entitles, or has been advertised as entitling, the NFT owners to financial rewards, revenue shares, or that may otherwise constitute or represent securities or derivatives. Fundraising is prohibited, including fundraising for a business, NFT project, protocol, or platform. NFTs that facilitate unlawful gambling, prostitution, escort services, sale of narcotics or controlled substances, threaten or promote violence, support or fundraise for terrorist organizations, or contain content exploitative of children are also prohibited.

- You may not list for sale any NFT which you obtained unlawfully, including, but not limited to, by way of hacking, social engineering, or a phishing scam. Selling, or allowing the sale and transfer, of known stolen items is against U.S. law and is explicitly prohibited.
- You may not use the Platform in a way that harms us or the Services.
- Any activity that violates any applicable law or regulation.

We reserve the right to permanently ban any User who, and any Project that, uses the Platform for any of the above.

You Are Your Own Custodian of Your NFTs

It is solely your responsibility to keep your NFTs safe. Your NFTs are stored on one or more blockchains. The wallet or wallets where the private keys to your NFTs are stored are solely in your custody, which means they are in your sole control. This also means that we have no way to help you regain control of your wallet (or NFT) if someone else gains access to either, or if any of the private keys for your NFTs are transferred to another wallet out of your control. It is your responsibility to protect your wallet and your NFTs from theft, phishing attacks, social engineering attacks, and inadvertent loss or transfers. One of the most important ways to protect your wallet is to save any associated passphrase, seed phrase, and/or secret recovery phrase in a secret and safe location, preferably offline, and to never provide or show such phrase to anyone.

We Are Never In Possession or In Custody of Your NFTs

We offer Services on the Platform, but never take possession or custody of any of your NFTs. Specifically, our smart contracts and any smart contracts of any NFT collections do not provide us with possession, custody, or control of any NFTs or any cryptocurrency at any time in connection with transactions you make using the Platform. These transactions in fact take place on one or more blockchains and not on the Platform. Additionally, we are not a party to any transaction made using the Platform. We will never take possession of any cryptocurrency (except for any fee we may receive as a sales commission for facilitating sales that take place on a blockchain) that we do not control.

External Websites

The Platform may contain URL addresses and hyperlinks to websites and web pages that are outside of the Platform (“External Websites”). These links are intended only as a convenience to you. We have no control over, nor do we endorse any materials contained on, any External Websites, including but not limited to the website of any Project. By using and accessing the Platform, you acknowledge and agree that Snag Solutions is not liable for any loss or damage you may incur as the result of your use or access of any External Websites.

Listing NFTs on the Platform

Be extra careful and take your time when listing NFTs for sale on the Platform. It is solely your responsibility to make sure the listed price you enter on the Platform is accurate and is for the price that you intend to list the NFT. We have no way to change or adjust the price you list any NFT on the Platform. Listing an NFT for sale is recorded on the blockchain, and any change to that listing requires the permission of the owner of that NFT. Critically, you may not have a chance to change the listing price for an NFT once it is listed. This is because some individuals use bots to scan the blockchain for listings and can automatically purchase those listings. This means, by the time you realize you inadvertently listed an NFT for a price lower than you intended, someone else may have already purchased your NFT and the transaction cannot be reversed.

Connecting and Disconnecting a Wallet from the Platform

When you connect a wallet to the Platform, that wallet stays connected to the Platform even after you click on the “Disconnect” button on the Platform. To fully disconnect a wallet from the Platform, you must click on the “Disconnect” button under the “Connected sites” tab in the wallet itself. For example, to disconnect a MetaMask wallet from the Platform, in MetaMask you must click on “Account options”, click on the “Disconnect” button under the “Connected sites” tab, and then click on a second “Disconnect” button that appears after clicking on the first “Disconnect” button. Other wallets may have a different process to follow in order to disconnect those wallets from the Platform.

Fees

We may collect a small fee in the form of a commission when an NFT is sold on the Platform. In some instances, we may receive a fee from a Project. Any fee that we collect from the sale of an NFT will be clearly communicated to you at the time of sale. We also reserve the right to waive, change, reduce, increase or eliminate our fees at any time.

Your Account

You are required to create an account in order to use our Platform and the Services made available on it. It is your responsibility to keep your account secure and keeping your login credentials safe and private. You must immediately inform us of any unauthorized use of your account.

You may not impersonate any individual or any business entity.

Third-Party Content

Your use of the Platform, including any Project-Branded Marketplace, provides you with access to content owned by other individuals or other business entities. Your access to this content from your use of the Platform does not give you a license or permission to use this content without the owner’s express permission.

Copyright Policy

Snag Solutions respects the intellectual property rights of others. We also expect you and all users of the Platform to do the same. Snag Solutions complies with the Digital Millennium Copyright Act (“DMCA”). That said, we reserve the right, but do not have any obligation, to get involved with any dispute between you and any other User of the Platform unrelated to intellectual property.

By using and accessing the Platform, you agree that you either own the copyright to, or have a license to display, any digital media associated with any NFTs that you list for sale on the Platform. If you purchased your NFT on another platform, marketplace, or website, additional terms may apply to your use and ownership of your NFT and any associated digital media.

In the case of Projects with a Project-Branded Marketplace, you warrant and represent that you own the copyright to, or have a license to display, any digital media associated with any NFTs in your NFT collection.

DMCA Notices and Counter-Notices and Procedure for Claims of Copyright Infringement

If you own a copyrighted work which you believe is being used or displayed on the Platform in a way that constitutes copyright infringement, you are strongly encouraged to submit a written notice pursuant to the DMCA. Guidelines on how to submit that notice are provided below:

DMCA Notice

The written notice you submit must contain the following information in order to be effective (in other words, we have no obligation to take any action in response to an ineffective, defective, incomplete, or deficient notice):

1. a brief description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Platform are covered by a single notification, a representative list of such works on the Platform;
2. a brief description of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Snag Solutions to locate the material, including the URL of the specific web page where the material is located;
3. the legal first and last name of the person submitting the notice to us;
4. the legal first and last name of the owner of the copyright or other intellectual property interest; if a business entity, the full legal name of the business entity;
5. your mailing address, telephone number, and email address;
6. a statement by you that you have 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;

7. a statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright or other intellectual property owner or that you are authorized to act on behalf of the owner of the copyright or other intellectual property interest; and
8. a physical or electronic signature of a person authorized to act on behalf of the owner of a copyright or other intellectual property interest that is allegedly infringed.

Properly completed notices should be sent to Snag Solutions at copyright@snagsolutions.io or to our designated copyright agent at:

Snag Solutions Inc.
2021 Fillmore Street, PMG 2070
San Francisco, CA 94115
Attn: Copyright Agent

Delivery by email is preferred. We may reach out to you with questions or requests for more information. If we deem your notice was properly completed and valid, we will temporarily remove or disable the reported material and we will contact the owner of the account that posted the reported material informing them of your notice, that we have removed or disabled the material, and that the account owner may submit a counter-notice to us. When contacting the account owner, we will send a copy of your notice and your contact information to them. The account owner might reach out to you directly in an effort to resolve the dispute.

Counter-Notice

We will make best efforts to notify you if we remove any material you have displayed on the Platform in response to a DMCA notice.

You may send us a written counter-notice at copyright@snagsolutions.io.

The counter-notice you submit must contain all the following information in order to be effective (in other words, we have no obligation to take any action in response to an ineffective, defective, incomplete, or deficient counter-notice):

1. the legal first and last name of the person submitting the counter-notice to us;
2. your physical address where service of process can be made on you, your telephone number, and your email address;
3. a brief description of the material removed from the Platform (including the name of the NFT collection and the NFT number in the collection, if any), and the URL of the specific web page from where the material was removed;
4. a brief explanation as to why the sender of the counter-notice believes the material was removed in error;

5. One of the following two statements:

- a. If you are located within the United States: “I consent to the jurisdiction of the United States federal district court for the judicial district in which my address is located and will accept service of process from the person who provided the notice set forth above or their agent.”
- b. If you are located outside of the United States: “I consent to the jurisdiction of any United States federal district court where Snag Solutions Inc. is located and will accept service of process from the person who provided the notice set forth above or their agent.”;

6. a statement by you, made under penalty of perjury, that you have a good faith belief that the material at issue was either misidentified or mistakenly removed; and

7. a physical or electronic signature of the person submitting the counter-notice.

Processing of Counter-Notice

We will review properly completed and submitted counter-notices after they are received. We may reach out to you with questions or requests for more information. If we deem your counter-notice as properly completed and valid, we will send your counter-notice and any information you provide to the person who submitted the initial notice to us.

The person who submitted the initial notice to us has ten (10) business days to provide us with a copy of a court action filed against the alleged infringer or to confirm the dispute has been resolved. If we do not receive a copy of the filed court action within the ten (10) business-day period, we may, but are not required to, allow the removed material back on our Platform.

There are serious consequences for submitting a DMCA notice or counter-notice in bad faith

Providing false statements in a DMCA notice or counter-notice may result in legal and financial consequences, including, but not limited to, civil or criminal penalties.

Reporting Suspicious Activity and NFT Theft

If you believe someone has gained unauthorized access to a wallet you lawfully own containing an NFT you lawfully own and that someone has used or is attempting to use the Platform to list, transfer, or sell an NFT you lawfully own, please contact us at support@snagsolutions.io.

Please include as much detail as possible, including a clear statement as to whether you believe that one or more of your NFTs have been stolen. Be sure to provide your public wallet address, the name of the specific NFT collection the stolen NFT is part of, and the individual NFT number associated with the stolen NFT. It is our policy to work with you, in good faith, to disable the affected NFT on the Platform. We cannot, however, stop any transfer, listing, or purchase of the

affected NFT on any other marketplace, other platform, or through any direct interaction with or manipulation of any blockchain.

To minimize false reports of theft and/or disruptions to the Platform, you must submit a police report documenting any unauthorized access to your wallet or theft of your NFT within seven (7) calendar days of your initial contact to us. If we do not receive a police report within said period, we will consider your matter to be resolved and will re-enable both wallet access and access to the affected NFT on the Platform.

We may periodically reach out to you for an update on the status of the reported theft and any related investigation by law enforcement. You agree to immediately let us know if you have recovered the impacted NFT or if any related investigation has been concluded. If the investigation has been concluded, you agree to provide us with a copy of any final determination made by law enforcement. We will endeavor to assist innocent third parties as best we can while following all applicable laws regarding ongoing investigations and/or stolen items.

We will do our best to assist you in addressing any unauthorized access to your wallet, but as stated before, you are solely responsible for the security of your wallet and its contents. We are not responsible for any losses or damages sustained by you due to any unauthorized access to your wallet. We are not able to recover lost funds or NFTs that have been transferred out of your wallet.

If you would like to withdraw your report and want your NFT re-enabled on the Platform, please contact us at support@snagsolutions.io.

Reporting Platform Errors and Providing Feedback

If you experience an error or have an issue while using the Platform, including any Project-Branded Marketplace, we want to hear from you. You can contact us with any active errors or issues on the Platform by emailing us at support@snagsolutions.io. Any feedback you have for us can be sent to feedback@snagsolutions.io. Notwithstanding anything to the contrary in these Terms and Conditions, you acknowledge and agree that Snag Solutions shall own all right, title and interest in and to any feedback you submit to us, and as owner of such feedback, we may utilize, disperse, restrict, share, limit, publish, or license that feedback as we deem appropriate, in our sole discretion.

Disputes Between You and Snag Solutions

If you have a dispute with us (Snag Solutions), other than one involving intellectual property, as a result of your use and/or access to our Platform, you agree to first contact us at support@snagsolutions.io. If our Support Team is unable to resolve your dispute, you agree to submit a written complaint to us at complaints@snagsolutions.io. Your written complaint should contain the following:

1. your legal first and last name;
2. the country in which you reside or are physically located;

3. your telephone number and email address;
4. a description of your complaint, and if it relates to a specific Project-Branded Marketplace, the name of the NFT project or collection associated with that Project-Branded Marketplace;
5. whether you have previously filed a complaint with Snag Solutions for this issue; and
6. whether you are making a monetary claim in connection with your complaint.

Processing Your Complaint

After your written complaint has been submitted and received by us, we will send an email to the email address associated with your account acknowledging our receipt of your complaint. We will make best efforts to provide you with a written response to your complaint within ten (10) business days of receiving it. We may reach out to you with questions or requests for more information.

Termination or Suspension of Your Account

We reserve the right to suspend or terminate your account, including permanently, as a result of any violations of these Terms and Conditions, if we receive multiple reports complaining about your account, and/or if we deem legally justified based on the facts then known to us at the time.

Arbitration Agreement, Waiver of Class Action & Waiver of Jury Trial

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH SNAG SOLUTIONS AND IT LIMITS THE RIGHT TO CERTAIN REMEDIES AND RELIEF YOU CAN SEEK FROM SNAG SOLUTIONS. YOU SHOULD TAKE REASONABLE STEPS TO CONSULT WITH LEGAL COUNSEL REGARDING THIS SECTION BECAUSE THE INFORMATION PROVIDED IN THIS ARBITRATION AGREEMENT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION.

Applicability of Arbitration Agreement. You and Snag Solutions agree that any dispute, claim, or disagreement between us relating in any way to your access or use of the Platform, the Services, any Project-Branded Marketplace, the Snag Solutions website, these Terms and Conditions (including prior versions), or any communications you receive from Snag Solutions ("Disputes"), will be resolved by binding arbitration, rather than in court, except that (1) you and Snag Solutions may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Snag Solutions 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).

Waiver of Jury Trial. YOU AND SNAG SOLUTIONS 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 Snag Solutions are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as otherwise indicated in the Applicability of Arbitration Agreement subsection, above, and the Disputes Between You and Snag Solutions section, above. An Arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Other Non-Individualized Relief. YOU AND SNAG SOLUTIONS AGREE THAT, EXCEPT AS INDICATED IN THE BATCH ARBITRATION SUBSECTION, BELOW, ALL DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE, CLASS, OR REPRESENTATIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER OR PROJECT CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER OR PROJECT. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the below subsection entitled "Batch Arbitration." If a final decision is issued, not subject to any further appeal or recourse, stating that applicable law invalidates or precludes enforcement of any part of this subsection's limitations as to a particular claim or request for relief (such as a request for public injunctive relief), you and Snag Solutions agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes that are not severed shall be litigated in small claims court or arbitrated. This subsection does not prevent you or Snag Solutions from participating in a class-wide settlement of claims.

Rules and Forum. These Terms and Conditions evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). If you initiate the arbitration, you must provide Snag Solutions a copy of your Request by email at arbitration@snagsolutions.io or through Snag Solutions' registered agent for service of process. The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration, and the email addresses (if any) and public wallet addresses associated with the applicable Snag Solutions account(s); (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; (4) if you are the party making the Request, a statement certifying completion of the Disputes

Between You and Snag Solutions process as described above, or your basis for not completing the Disputes Between You and Snag Solutions process; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Snag Solutions otherwise agree, or the Batch Arbitration process set forth below is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. In any case, you and Snag Solutions agree that we will not request more than three depositions per side in each arbitration or Batch Arbitration proceeding. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Snag Solutions agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process in below Batch Arbitration subsection is triggered, the AAA will appoint the arbitrator for each batch.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the Section entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the Section entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such Section entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of

arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. 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 award of the arbitrator is final and binding upon you and Snag Solutions. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the “Limitation of Liability” section of these Terms and Conditions.

Attorneys’ Fees and Costs. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Snag Solutions need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.

Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Snag Solutions agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Snag Solutions by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”).

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Snag Solutions.

You and Snag Solutions agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

Severability of Arbitration Agreement Provisions. If any provision of this Arbitration Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Arbitration Agreement shall not be affected.

Survival of Arbitration Agreement. This Arbitration Agreement shall survive the termination of your relationship with Snag Solutions.

Modification of Arbitration Agreement. If we make any updates to the Arbitration Agreement, we will make the updated terms available to you by publishing them on the Platform. Your continued use of the Platform, any Project-Branded Marketplace and/or Services, including the acceptance of products and services offered on the Platform or any Project-Branded Marketplace following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Snag Solutions Inc., 2021 Fillmore Street, PMB 2070, San Francisco, CA 94115, Attention Legal Department, within 30 days after first becoming subject to this Arbitration Agreement. You may also submit your decision to arbitration@snagsolutions.io. Your notice must include your name and address, the public wallet address you used to transact on the Platform, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement and these Terms and Conditions will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with Snag Solutions.

Indemnification

YOU AGREE TO INDEMNIFY AND HOLD SNAG SOLUTIONS, ITS AFFILIATES AND SERVICE PROVIDERS, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FOR THE FOLLOWING: (I) ANY CLAIMS ARISING OUT OF A DISPUTE BETWEEN YOU AND ANY OTHER USER OR PROJECT (AS APPLICABLE) INVOLVING ANYTHING OTHER THAN THE OPERATION, MANAGEMENT OR FUNCTIONALITY OF

THE PROJECT-BRANDED MARKETPLACE AND/OR THE PLATFORM; (II) ANY CLAIMS ARISING OUT OF OR RELATED TO YOUR BREACH OF THIS AGREEMENT; AND (III) ANY CLAIMS ARISING OUT OF OR RELATED TO YOUR VIOLATION OF ANY LAW, RULE, REGULATION, OR THE RIGHTS OF ANY THIRD PARTY. YOUR INDEMNIFICATION UNDER THIS SUBSECTION EXTENDS TO ALL DAMAGES (DIRECT, CONSEQUENTIAL, PUNITIVE, OR HOWEVER CHARACTERIZED) AND INCLUDES SNAG SOLUTIONS' ATTORNEYS' FEES ARISING OUT OF DEFENDING OR PROSECUTING ANY OF THE ABOVE CLAIMS IN THIS SUBSECTION OF THESE TERMS AND CONDITIONS. YOUR INDEMNIFICATION OF SNAG SOLUTIONS UNDER THIS SUBSECTION ALSO EXTENDS TO ANY FINES, FEES, OR PENALTIES IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. THIS INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Limitation of Liability

SNAG SOLUTIONS' TOTAL LIABILITY AND USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF THE SERVICES, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY SNAG SOLUTION'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED \$1,000 (USD) IN THE CASE OF ANY USER. SNAG SOLUTIONS SHALL NOT HAVE LIABILITY TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

Disclaimer of Warranty

The Services are provided "as is" and on an "as available" basis, to the extent permitted by law. We make no representations, warranties, or promises of any kind as to the completeness, reliability, accuracy, quality, security, or availability of the Services, or as to the ability of the Services to meet your needs.

Entire Agreement

The entire agreement between you and Snag Solutions is the combination of these Terms and Conditions, including documents linked and referenced in these Terms and Conditions, and in the case of Projects who have contracted with Snag Solutions to provide a Project-Branded Marketplace, it also includes any fully-signed Program Agreement between us and them, inclusive of any exhibits attached to it, such as a Program Proposal and Hosting Terms.

Waiver and Severability

Failure or delay by you or us to exercise a right, remedy or privilege under these Terms and Conditions is not a waiver, nor shall any single or partial exercise of a right, remedy or privilege preclude you or us from further exercising that or any other right, remedy or privilege.

If any particular term, clause, or provision within these Terms and Conditions is not valid or enforceable, that will not affect any other term, clause, or provision within these Terms and Conditions.

Survival

Your obligations and our obligations as set forth in these Terms and Conditions, which by their nature would continue beyond the termination or expiration of this agreement shall survive termination or expiration.

Headings

Headings contained in these Terms and Conditions are for convenience only and of no force and effect in and of themselves.

Governing Law

These Terms and Conditions are governed by the laws of the State of New York without regard to its choice of law provisions.

Changes to the Services / No Guarantee of Availability

We reserve the right to change or cease to provide any part or all of the Services that we provide on the Platform, without notice. We make no guarantee that the Services, Platform, or any individual Project-Branded Marketplace will be available at any given time or for any percentage of time. You agree that neither we nor any Project will be liable to you for any damages that result from changing or ceasing to provide the Services, or any part thereof, or from any downtime of the Platform or any Project-Branded Marketplace.

Updates and Amendments to These Terms and Conditions

These Terms and Conditions may be updated or amended from time to time and for any reason. We will notify you of any updates or amendments to our Terms and Conditions by posting the then current Terms and Conditions at <https://www.snagsolutions.io/legal/terms-and-conditions>. We will also make best efforts to notify you by email if you have a valid email address associated with your account. The date our Terms and Conditions were last revised is listed at the beginning of these Terms and Conditions.