

## Multeez Terms of Use

### Introduction

Welcome to our site <https://www.multeez.com> ("Site"). Multeez is a decentralized application operating on the Ethereum blockchain. The Multeez platform uses specially-developed smart contracts that enable artists to sell their digital creations to collectors on an individual or group basis on a peer-to-peer digital marketplace and collectors to trade, transfer, sell, or display their Multeez-acquired artwork.

Please read the following Terms of Use ("**Terms**") carefully before using this Site so that you ("**You**" or "**User**") are aware of your rights and obligations with respect to Multeez Ltd. ("**Multeez**", "**we**", "**our**" or "**us**"). These Terms govern your use of the website located at Multeez.com (the "**Site**"), and all related tools, mobile applications, web applications, decentralized applications, smart contracts, and APIs located at any of Multeez websites, including without limitation, successor website(s) or application(s) thereto (the "**Platform**").

By accessing or using the Site, you acknowledge and agree that you are entering a legal agreement with us. If you do not agree to be bound by these Terms, please do not access or use the Site. You represent that as a User, you have the legal authority to bind the company or other legal entity (or yourself, if you are using the Site as an individual) to these Terms and you are at least 18 years old or the age of majority where you reside, whichever is older, can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

You are advised to check these Terms periodically to familiarize yourself with any changes to the Terms. Multeez reserves the right, in its sole discretion, to make changes to our Terms. Changes are binding on Users of the Site and will take effect immediately upon posting. As a User, you agree to be bound by any changes, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, or modifications.

Certain features on the site may be offered while still in "alpha" form ("**Alpha Services**"). By accepting these Terms or using the Alpha Services, You understand and acknowledge that the Alpha Services are being provided as an "Alpha" version and made available on an "As Is" or "As Available" basis. The Alpha Services may contain bugs, errors, and other problems. You assume all risks and all costs associated with your use of the alpha services.

### Privacy Policy

Certain areas of our Site may record and collect information about you. You can find more information about how we will collect, use, process, store and disclose your personal information in our Privacy Policy found [here]. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.

## The Site

### Accessing the Site

Multeez provides access to a decentralized NFT acquisition application (the “**Application**”) on the Ethereum blockchain that allows individuals to pool Ethereum assets (“**Cryptocurrency Assets**”) and transact using smart contracts (“**Smart Contracts**”) to acquire a “non-fungible token” or other blockchain-based token, coin, asset or other representation, in any manner or form, of video, audio, digital art and any other application (“**NFT**”).

To initiate a transaction on the Platform, a User must voluntarily invoke one or more Smart Contract operations from an Ethereum Wallet. All transactions on the Platform, including but not limited to transfers, offers, bids, listings, sales, or purchases of NFTs are initiated through one or more Smart Contracts at the sole discretion and at the complete risk of the Users. The Smart Contracts are configured to facilitate the execution of a voluntary User offer, an acceptance of an offer, or other confirmation to purchase, sell, bid on, list, or transfer an NFT. The User acknowledges the risk of Smart Contracts and agrees to be bound by the outcome of any Smart Contract operation by invoking, calling, requesting, or otherwise engaging with the Smart Contract, whether or not the Smart Contract behaves as the User expects.

Access to the Site is provided “AS IS” and “as available” basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance.

We reserve the right to limit the availability of the Site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Site, at any time and in our sole discretion.

We may suspend or disable your access to the Site if we consider it reasonable to do so. We may remove or amend the content of the Site at any time. Some of the content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Site, or sites linked to the Site, such as Telegram, being unavailable at any time for any reason.

## **Multeez is a Non-Custodial Service Provider**

The Smart Contracts and the Site facilitate User collection of NFTs, but Multeez and its affiliates, the Site, and the Smart Contracts are not the custodians of any User-owned NFTs. The User understands and acknowledges that the Smart Contracts do not give Multeez custody, possession, or control of any NFT or cryptocurrency at any time for the purpose of facilitating NFT transactions. You affirm that you are aware and acknowledge that Multeez is a non-custodial service provider and has designed this Site to be directly accessible by the Users without any involvement or actions taken by Multeez or any third party.

You acknowledge and agree that Multeez has no control over any transactions over the Multeez protocol, the method of payment of any transactions or any actual payments of transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your Multeez protocol-compatible wallet address ("**Cryptocurrency Wallet**"), that such Cryptocurrency Wallet is connected to a credit card with sufficient funds, or that you have integrated Transak ([www.transak.com](http://www.transak.com)) in your browser, to complete any transaction on the Multeez protocol or the Ethereum network before initiating such transaction.

## **Using the Site**

### **User Agrees to Provide Accurate Registration Information**

You must provide accurate and complete registration information when you create an account for the Platform. By creating an account, you agree to provide accurate, current, and complete account information about yourself, and to maintain and promptly update as necessary your account information.

### **User is Responsible for Account Security**

You are solely responsible for the security of your account and any associated digital wallet. You agree to undertake to maintain at all times adequate security and control of all of your account details, passwords, personal identification numbers or any other codes that you use to access the Platform or the Site. You must ensure that account(s) registered under your name will not be used by any other person. You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password or security information at [support@multeez.com](mailto:support@multeez.com).

### **Multeez May Suspend Hacked Accounts**

Multeez reserves the right to terminate, suspend or restrict your access to any account(s) if there is reasonable

suspicion by us that the person logged into your account(s) is not you or if we suspect that the account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes.

### **Participation in Smart Contracts**

You may participate with Smart Contracts on the Site by (i) linking your Cryptocurrency Wallet on supported bridge extensions such as MetaMask (<https://metamask.io/>) or (ii) using Transak (<https://transak.com/>). all transactions initiated through our service are facilitated and run by third-party extensions, and by using our services you agree that you are governed by the terms of service and privacy policy for the applicable extensions.

Using the Site in connection with a transaction may require that you pay a fee, such as gas charges on the Ethereum network to perform a transaction. Separately, Proposers pay transaction fees in connection with the acquisition of the NFT. A Proposer's share in and therefore share in the particular NFT reflects the total amount of her or his contribution, including fees.

As a condition to accessing or using the Site, you:

- will only use the Site in accordance with these Terms;
- will ensure that all information that you provide on the Site is current, complete, and accurate;
- will ensure compliance with all applicable securities laws;
- represent that you are not located in a sanctioned country and are not a "Specially Designated National", each as determined under applicable law, including the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control; and
- will maintain the security and confidentiality of access to your cryptocurrency wallet address.

We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology and computer programs in order to access the Site. You should use your own virus protection software.

### **User May Not Use the Platform for Illegal or Impermissible Activities**

As a condition to accessing or using the Site, You will not:

- Violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering or anti-terrorist financing laws and regulations and applicable privacy and data collection laws, in each case as may be amended;
- Export, reexport, or transfer, directly or indirectly, any Multeez technology in violation of applicable export laws or regulations;
- Infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
- Misrepresent the truthfulness, sourcing or reliability of any content on the Site;

- Impersonate another person (via the use of an email address or otherwise);
- Operate to defraud Multeez, other users, or any other person or provide false, inaccurate or misleading information;
- Use the Platform to violate the legal rights (such as rights of privacy and publicity) of others;
- Use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the Multeez protocol, or that could damage, disable, overburden, impair the functioning of the Site or the Multeez protocol in any manner; or that could defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights or privacy, publicity and intellectual property) of others;
- Modify, adapt, translate, or reverse engineer any portion of the Platform;
- Attempt to circumvent any content filtering techniques or security measures that Multeez employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
- Introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
- Post content or communications on the Site (or, during the Alpha stage, in Telegram chat groups) that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- Post content on the Site containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Site;
- Create user accounts by automated means or under false or fraudulent pretenses;
- Access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services; or
- Encourage or induce any third party to engage in any of the activities prohibited under these Terms.

You acknowledge that the Site and your use of the Site contain certain risks, including without limitation the following risks:

#### **User Acknowledges the Risk of Smart Contracts and Blockchain Technology**

Multeez transactions, including but not limited to primary sales, secondary market sales, listings, offers, bids, acceptances, and other operations through the Site utilize experimental smart contract and blockchain technology of non-fungible tokens, cryptocurrencies, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky. Users acknowledge and agree that the Multeez Smart Contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Ethereum blockchain (i.e., "forks"), which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or NFTs, or lost opportunities to buy or sell NFTs. Multeez assumes no liability or responsibility for any such smart contract or

related failures, risks, or uncertainties.

### **Users Assume the Risk of Interacting with on Smart Contracts**

Users hereby acknowledge and assume the risk of initiating, interacting with, participating in marketplace or auction transactions and take full responsibility and liability for the outcome of any transaction they initiate, whether or not the smart contracts, the Site, or other market participants behave as expected or intended.

### **No Attacking or Interfering with the Smart Contracts**

Users are forbidden from engaging in any attack, hack, denial-of-service attack, interference, or exploit of any Multeez Smart Contract. Operations performed by a User that is technically permitted by a Multeez Smart Contract may nevertheless be a violation of our Terms of Service and the law.

### **Multeez Makes No Representations or Warranties**

Multeez makes no representations or warranties, express or implied, written or oral, made by or on behalf of Multeez in connection therewith, including any representations or warranties of title, non-infringement, functionality, merchantability, usage, security, suitability or fitness for any particular purpose, workmanship or technical quality of any NFT or work, smart contract code, or software.

The site is provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. multeez hereby disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, title, fitness for a particular purpose, non- infringement, and those arising by statute or from a course of dealing or usage of trade. to the extent permitted by applicable law, multeez and its affiliates make no representations or warranties about the accuracy or completeness of content available on or through the site or about products, The value or title of nfts, or the content of any third-party websites or services linked to or integrated with our site. Multeez and its affiliates will have no liability for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage resulting from your access to or use of the site or consumption of any products; (c) any unauthorized access to or use of our servers or of any personal information or user data; (d) any interruption of transmission to or from the site; (e) any bugs, viruses, trojan horses, or the like which may be transmitted on or through the site or services by any third party; (f) any loss or damage of any kind incurred as a result of the use of any content posted or shared through the site or services; or (g) loss or damaged caused by another user's violation of these terms.

To the fullest extent permissible by law, Multeez shall not be liable for any direct, indirect, exemplary, special, consequential, or incidental damages of any kind, or for any loss of data, revenue, profits or reputation, arising under these terms, regardless of whether Multeez warned of the possibility of such damages.

Certain content and materials available on the Site are for informational purposes only and is not intended to address your particular requirements. In particular, the content and materials available on the Site does not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and is not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from financial advisory before making any such decision. Nothing included in the site constitutes an offer or solicitation to sell, or distribution of, investments and related services by Multeez to anyone in any jurisdiction.

### **Multeez is Not Liable for the Outcome of Any Platform Transaction**

Multeez shall not be liable to you for contract, tort, or any other types of damages, including indirect, special, incidental, consequential, punitive or exemplary damages arising out of or related to participation in or the outcome of a Platform transaction, whether or not Multeez has been advised or knew of the possibility of such damages.

### **Limitation of liability**

To the extent permitted by law, the total liability of our company and its affiliates, for any claims under these terms, including for any implied warranties, is limited to the total amount you paid to us in fees over the past twelve (12) months.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If you are in such a jurisdiction, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted by applicable law.

### **Multeez May Modify these Terms and the Smart Contracts**

Multeez reserves the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms and the Smart Contracts accessible through the Site from time to time.

### **The Platform Smart Contracts Are Not Controlled By Multeez**

All Platform transactions are executed by one or more Smart Contracts processed on the Ethereum Virtual

Machine and not under any direct control by Multeez or any other third party. The User acknowledges and agrees that Multeez is not a party to any agreement or transaction between any Users involving the purchase, offer, sale, auction, or transfer of NFTs, whether or not a commission or fee is received by Multeez as a consequence of the transaction. NFTs listed for sale on the Platform are not offered on consignment or held in trust on behalf of any artist, Proposer or User. Multeez reserves the right to execute Smart Contract transactions on the Platform as a collector of NFTs.

## **Platform Conduct**

The Platform is a transparent and open digital art NFTs platform that depends on the honest participation of all Users.

### **Users are Prohibited from Manipulating Market Prices**

Users are expressly forbidden from accepting, soliciting, offering, bidding, engaging with the Smart Contracts, or otherwise transacting on or off of the Platform with the intent to artificially devalue, inflate, or otherwise deceptively influence, misrepresent, or cause to be misrepresented the price an NFT, groups of NFTs, or NFTs created by particular artists.

### **Users are Prohibited from Anticompetitive Conduct**

Users are generally forbidden from engaging in any deceptive conduct that may prevent competitive or fair bidding, artificially inflate or deflate the price of a work, simulate demand for work (i.e, "wash trading"), or any other anti-competitive bidding conduct such as but not limited to "puffing," "chill bidding," "shill bidding," "sham bidding," or "sock puppet bidding."

### **Users are Prohibited from Using the Platform to Conceal Economic Activity**

Users are expressly forbidden from selling works, listing items for auction, making bids during an auction, purchasing a work, or engaging in any other Platform transaction for the purpose of concealing economic activity, laundering money, or financing terrorism. For example, and without limitation, Users are forbidden from using the Platform and any Smart Contract to conceal or transfer proceeds or assets relating to criminal activity or to pay for an Item for any other reason than to obtain the Item. All Users expressly represent and warrant by performing transactions involving the Site or Smart Contracts that their actions are legal under United States law and the

jurisdiction from which they initiate the transaction.

### **Users Agree to Report Suspicious Market Activity**

Users agree to report suspicious market activity of other Platform Users. If a User suspects that one or more Users are in violation of these Terms, the User should promptly inform the Multeez team at [support@multeez.com](mailto:support@multeez.com).

### **Violation of the Platform Code of Conduct May Result in Multeez Intervention**

Multeez hereby reserves the right to completely or partially restrict or revoke a User's access to the Site for violating these Terms. Multeez reserves the right to amend, rectify, edit, or otherwise alter Platform transaction data to mitigate market harm caused by a User's violation of these terms.

### **User Releases Multeez from Claims Arising From Other Users' Violations of these Terms**

The User irrevocably releases, acquits, and forever discharges Multeez and its subsidiaries, affiliates, officers, and successors for and against any and all past or future causes of action, suits, or controversies arising out of another User's violation of these Terms.

### **Assumption of the Risk**

#### **User Acknowledges the Risk of Cryptocurrency and Smart Contracts**

You further represent and warrant that you understand and are willing to accept the risks associated with cryptographic systems such as the smart contracts, the ethereum blockchain, non-fungible tokens, and the interplanetary file system.

We will not be responsible or liable to you for any losses you incur as the result of your use of the ethereum network or the metamask electronic wallet, including but not limited to any losses, damages, or claims arising from: (a) user error, such as forgotten passwords or incorrectly construed smart contracts or other transactions; (b) server failure or data loss; (c) corrupted wallet files; (d) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, brute-forcing or other means of attack against the platform, ethereum network, the metamask electronic wallet or ethereum-compatible browser or wallet.

#### **Multeez is Not Responsible for Technical Errors on the Ethereum Blockchain**

Multeez is not responsible for losses due to blockchains or any other features of the ethereum network or the metamask electronic wallet or any ethereum-compatible browser or wallet, including but not limited to late

reports by developers or representatives (or no report at all) of any issues with the blockchain supporting the ethereum network, including forks, technical node issues, or any other issues having fund losses as a result.

Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using the ERC-20 or ERC-721 standards, including the Multeez ecosystem.

### **The User Acknowledges the Risks of the Platform**

You acknowledge that the Platform is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Platform. This warning and others provided in this Agreement by Multeez in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing or accessing the Platform. The Platform may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the Platform. You agree to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses. We will not bear any liability, whatsoever, for any damage or interruptions caused by any viruses that may affect your computer or other equipment, or any phishing, spoofing, or other attacks.

### **Multeez Does Not Guarantee the Value or Title of NFTs**

The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your NFTs, which may also be subject to significant price volatility. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the ecosystem, and therefore the potential utility or value of NFTs. The Platform, ETH, and digital assets could be impacted by one or more regulatory inquiries regulatory actions, or legislative policies which could impede or limit the ability of Multeez to continue to develop the Platform, or which could impede or limit your ability to access or use the Platform or Ethereum blockchain. NFTs may be encumbered by actual or possible copyright or trademark claims against the Item.

### **User Acknowledges Financial Risk of Digital Assets**

Use of the Platform, including the creating, buying, or selling trading digital assets, may carry financial risk, digital assets are, by their nature, highly experimental, risky, volatile and transactions carried through the Platform are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Platform at your own risk. The risk of loss in trading digital assets can be substantial. You should, therefore, carefully consider whether creating, buying, or selling digital assets is suitable for you in light of your circumstances and financial resources. By using the Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks of any transaction conducted via the Platform or any underlying digital asset. You accept all consequences of using the Platform, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in this Agreement, we accept no responsibility whatsoever for and will in no

circumstances be liable to you in connection with the use of the Platform for performing digital asset transactions. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.

### **The Site Is Property of Multeez, Ltd.**

You acknowledge and agree that we (or, as applicable, our licensors) own all legal rights, titles and interests in and to all elements of the Site. The graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, a compilation of the content, code, data, and all other elements of the Site (collectively, the "**Multeez Materials**") are owned by Multeez, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Multeez Materials are the copyrighted property of Multeez or its licensors, and all trademarks, service marks, and trade names contained in the Multeez Materials are proprietary to Multeez or its licensors. Except as expressly set forth herein, your use of the Site does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Site. We reserve all rights in and to the Multeez Materials not expressly granted to you in the Terms.

You will retain ownership of all copyright in data you upload or submit to the Site. You grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute or publish and send this data in any manner.

### **Multeez May Use and Share All User Feedback**

You may choose to submit comments, bug reports, ideas, or other feedback about the Site, including without limitation about how to improve the Site (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). You hereby grant us a perpetual, irrevocable, non-exclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

### **Proposer Obligations**

Due to the nature of a Proposer's activities on the Site, there is the potential that Proposers will need to comply with the Investment Advisers Act of 1940 ("**Advisers Act**"). It is the obligation of the Proposer to make this determination and take appropriate actions to comply with the Advisers Act if necessary.

The creation of a pool of Cryptographic Assets may subject the Proposer and the pool to registration under the Securities Act of 1933 ("**Securities Act**") and the Investment Company Act of 1940 ("**Investment Company Act**"). It is the obligation of the Proposer to make this determination and take appropriate actions to comply with the

Securities Act and Investment Company Act if necessary.

Notwithstanding the prior statements, nothing included in the Site constitutes an offer or solicitation to sell, or distribution of, investments and related services by Multeez to anyone in any jurisdiction.

### **Third Party Sources and Content**

The Site may enable you to view, access, link to, and use content from third party sources that are not owned or controlled by us. We have no control over third party websites and we do not assume any responsibility for any third party sources. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Please read the terms of use and privacy policy of any third party source that you interact with before you engage in any such activity.

### **THE NFTs**

#### **Minting**

Each NFT is minted at the direction of the artist who has created the artwork associated with that NFT. Artists are prohibited from offering artworks consisting of unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the artist, not authorized for use by the artist, not in the public domain, or otherwise without a valid claim of fair use. Multeez does not warrant the authenticity of any artwork or that an NFT associated with a particular artwork is not stolen or sold by its true owner(s).

#### **NFTs**

All Artwork or "Creation(s)" on the Platform is represented by an NFT (a unique cryptographic token). Accordingly, users need to review the Terms and Conditions on the platform that facilitated the minting process of the NFT. Each NFT is minted by an artist using smart contracts based on an artist's original Artwork. NFTs are forever tracked and stored on the Ethereum blockchain, providing the collector of an NFT with a permanent record of authenticity and ownership.

#### **Artists May Be Removed from the Platform**

Failure to abide by these Terms may result in, without limitation, suspension or deletion of the user's account, or paying monetary damages. Multeez has the unilateral authority and discretion to remove, suspend, or revoke user's access to the Multeez Smart Contracts or any other aspect of the Platform.

#### **Artist Indemnifies and Releases Multeez**

Artist hereby agrees to indemnify Multeez and be held liable for any claim against Multeez arising out of the artist's breach of these Terms. Artist hereby releases and forever discharges Multeez from any damages or causes of action resulting from a sale of any of the artist's listed NFTs occurring after the artist's breach of these Terms.

## **The Multeez Platform**

The Platform facilitates a peer-to-peer digital exchange where artists, collectors, and other Users can sell, purchase, list for auction, make offers, and bid on NFTs. Collectors can obtain NFTs by making an offer accepted by the artist, purchasing at an established List Price, or bidding on Items available in one of our revolutionary smart contract-enabled auctions.

### **Purchasing NFTs with a List Price**

NFTs are optionally offered for immediate acceptance at a List Price (in ETH) established by the artist. Collectors can purchase NFTs with a List Price through the Site by sending an equivalent amount of ETH to a Smart Contract configured to initiate a transfer of the NFT, plus additional fees and gas.

### **Making Offers on NFTs**

Users can make offers on all listed Rarible NFTs through the Site. Offers on the Platform are legally binding, revocable offers to purchase the NFTs capable of immediate acceptance by the owner of the NFT. By making an offer, the collector agrees to temporarily send and lose control over an amount of offered ETH to a Smart Contract. The Smart Contract is configured to hold the offered ETH until either the offer is accepted by the owner of the Item, a higher offer is received, or the offer is revoked. The Owner of the NFT has the unilateral authority to accept the bid.

### **Multeez Platform Prices & Fees**

Every transaction on the Platform is subject to Fees. Multeez collects a 2% Marketplace Fee in addition to the marketplace fee and in addition to the Sales Price for every sale of an NFT on the Platform.

The amount of Fees for the sale of an NFT also depends on whether the transaction involves the NFT's first sale ("**Primary Sale**") or a subsequent sale in the secondary market ("**Secondary Market Sale**"). All Fees are collected and distributed at the time of the purchase of an NFT by operation of the Smart Contracts.

### **Users Agree to the Automated Collection and Disbursement of Fees by the Smart Contracts**

The User agrees and understands that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the Smart Contracts on the Ethereum blockchain network. By transacting on the Platform and by using the Smart Contracts, the User hereby acknowledges, consents to, and accepts all automated fees, commissions, and royalties for the sale of Items on the Platform. The User hereby consents to and agrees to be bound by the Smart Contracts' execution and distribution of the fees, commissions, and royalties. Users hereby waive any entitlement to royalties, commissions, or fees paid to another by operation of the Smart Contracts.

### **Users Consent to Automated Royalties to Artists**

The User consents to the automated collection and disbursement to artists of royalties for Secondary Market sales of NFTs. The User hereby waives any first sale defense or argument with respect to Secondary Market activities resulting in royalty to an artist.

### **Multeez Makes No Representations on Price or Value**

Users acknowledge and consent to the risk that the price of an Item purchased on the Platform may have been influenced by User activity outside of the control of Multeez or the Platform. Multeez does not represent, guarantee, or warrant the accuracy or fairness of the price of any NFT sold or offered for sale on or off of the Platform. The User agrees and acknowledges that Multeez is not a fiduciary nor owes any duties to any User of the Platform, including the duty to ensure fair pricing of Multeez NFTs or to police User behavior on the Platform.

### **Off-Market Transactions**

Multeez does not generally collect any fees, commissions, or royalties for transactions occurring outside of the Platform and not involving the Multeez Smart Contracts. To support the Multeez artists and the Platform, we encourage Collectors to list Items for sale on the Platform, however, Collectors are permitted to sell or transfer their Items on third party exchanges. The Artist and all other Users hereby waive any entitlement to royalties, commissions, or fees for off-market transactions. The User irrevocably releases, acquits, and forever discharges Multeez and its subsidiaries, affiliates, officers, and successors of any liability for royalties, fines, or fees not received by the User from any off-market transaction.

### **Gas**

All User transactions on the Platform, including without limitation minting, bidding, listing, offering, purchasing, or confirming, are facilitated by Smart Contracts existing on the Ethereum network. The Ethereum network requires the payment of a transaction fee (a "Gas fee") for every transaction that occurs on the Ethereum network, and thus every transaction occurring on the Platform. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Multeez or the Platform. The User acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on the Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to a User. Users also acknowledge and agree that gas is non-refundable under all circumstances.

### **Taxes**

Users are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority," associated with your use of the Platform (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, sale, or creation of any artworks).

### **Multeez Auctions**

No NFT platform would be complete without an auction house, which is why Multeez has expanded upon its core set of smart contracts to introduce Auctions. But delivering the excitement of a live, peer-to-peer digital auction within a smart contract-enabled NFT Platform introduces certain risks for auction participants. Multeez is steadily progressing the decentralization of art through these new market mechanics, but not without ensuring that its Users understand, acknowledge, and accept the risks of participating in Auctions. By accepting these Terms or using the Platform, the User affirmatively acknowledges and agrees to the Rarible Auction Terms of Use.

## **Username Policies**

Multeez account names are available on a first-come, first-served basis. Only one (1) username can be assigned to a public Ethereum wallet address. Usernames are not the User's intellectual property or personal property. Multeez reserves the absolute right to delete, modify or change a username associated with a User's wallet address without notice for actual or suspected violation of these policies.

## **Username Squatting**

Multeez prohibits username squatting and the practice of reserving usernames for future use, especially where there is a likelihood that the username may confuse or mislead others. Users violating this name squatting policy may be removed or renamed without notice. Attempts to sell, buy or solicit other forms of payment in exchange for usernames are prohibited and may result in permanent account suspension.

## **Inactive Users**

Multeez prohibits reserving inactive accounts for future use. Multeez has the absolute authority to delete or modify inactive users. Users that have not conducted any transactions on the Platform, collected any NFTs, or initiated any transaction on the Ethereum blockchain for six (6) months may be deleted without notice.

## **Indemnification**

You agree to defend, indemnify and hold harmless Multeez, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site.

## **General.**

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Site, Multeez and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

These Terms are effective until terminated by Multeez. Upon termination of these Terms, you shall cease all use of the Site. Provisions that ought by their nature to survive, shall survive. These Terms and the relationship between you and Multeez shall be governed by the laws of the State of Israel, without regard to its principles of conflict of laws. The courts of Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction over any disputes or claims (except Multeez may seek injunctive relief in any court of competent jurisdiction). These Terms shall constitute the entire agreement between you and Multeez concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under

these Terms shall not constitute a waiver of such right or provision.

### **Contacting Us**

Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending us an email at [support@multeez.com](mailto:support@multeez.com).

**Please print a copy of these Terms for your records and PLEASE check the Site frequently for any changes to these Terms.**

*Last updated: December 09,2021*