

Meebits App Terms and Conditions ("T&C")

Last Updated: August 14, 2022

NOTICE REGARDING ARBITRATION AND CLASS ACTION WAIVER:

BY ACCEPTING THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND YUGA LABS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 15 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 15 WILL NOT APPLY TO YOU, BUT THE PROVISIONS OF SECTION 16 (GOVERNING LAW AND FORUM CHOICE) AND RELEVANT PROVISIONS OF APPLICABLE LAW WILL STILL APPLY.

YOU ALSO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION.

The Meebits application is a distributed application that runs on the Ethereum network using uniquely coded smart contracts (each, a "**Smart Contract**") that allow users to acquire, buy and sell, own and transfer non-fungible tokens representing and linked to art portraying digital characters known as Meebits (hereafter "**Meebits NFTs**"), which are accessible at the website meebits.app (the "**Site**"). The Smart Contracts and the Site are collectively referred to in these T&C as the "**App**". Using the App, users can view their Meebits NFTs, and use the Smart Contracts to acquire, buy, sell, own, trade and transfer Meebits NFTs on the Ethereum network. Before using the App, you must agree to these T&C and any other terms and conditions incorporated or referenced herein (the T&C and any other terms and conditions incorporated or referenced herein are collectively referred to as the "**Terms**"). These Terms are a legally binding agreement by and between Yuga Labs, Inc. ("Yuga Labs," "we" or "us"), a Delaware corporation, and you.

If you hold a Meebits NFT, your acquisition, transfer, and use of such NFT (and art linked to it) is subject to and governed by the **Meebits**

NFT Terms. In the event of an inconsistency between the Meebits NFT Terms and these Terms, the Meebits NFT Terms will govern with respect to any Meebits NFT.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE APP. THESE TERMS GOVERN YOUR USE OF THE APP UNLESS YUGA LABS HAS AGREED TO DIFFERENT WRITTEN AGREEMENT WITH YOU TO THE CONTRARY, SIGNED BY BOTH PARTIES. YUGA LABS IS WILLING TO MAKE THE APP AVAILABLE TO YOU ONLY IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE APP, OR ANY PART THEREOF, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS CONTAINED HEREIN. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY'S BEHALF, IN WHICH CASE "YOU" WILL MEAN THAT COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE NOT WILLING TO MAKE THE APP AVAILABLE TO YOU. IF YOU DO NOT FULLY AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE APP.

ALL TRANSACTIONS INITIATED THROUGH THE APP ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLETS ON THE ETHEREUM BLOCKCHAIN, AND BY USING THE APP YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THOSE APPLICABLE WALLETS. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE APP IS AN ADMINISTRATIVE PLATFORM ONLY. WE MAY FACILITATE TRANSACTIONS BETWEEN THE BUYER AND SELLER BUT ARE NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER (UNLESS WE ARE THE SELLER). YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ANY ASSETS YOU PURCHASE.

1. **THE APP.** (a) To use the App, you will need to have a web browser and an Ethereum wallet that is compatible with the Non-Fungible Token (NFT) standard on the Ethereum network. (b) All transactions regarding Meebits NFTs are managed and confirmed via the Ethereum blockchain. You understand that your Ethereum public

address may be made publicly visible whenever you engage in a transaction. (c) We do not own or control your web browser, your Ethereum wallet, the Ethereum network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to perform a transaction with your Meebits NFT. We are not liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. (d) You may be able to create an account on the Site. If so, you agree to provide true, accurate and complete information about yourself. If you become aware of any unauthorized use of your account, contact us immediately. (e) The App may show certain pricing data that has been loaded and collected from the Ethereum blockchain. We are not liable for any incorrect information or typographical errors of any kind, including any incorrect information that is due to a coding error, blockchain code errors or due to a data outage. It is your duty and obligation to confirm any and all pricing data on your own and base any decisions you make on your own information and data. (f) Any calculations that are displayed on the App are for information purposes only. These calculations are in no way predictions of value and you agree that you will not construe these calculations as predictions of future prices or values in any way or that we are giving you any advice on what to purchase or not to purchase. All such decisions are made in your sole discretion without reliance on any information provided on the App. (g) We are not responsible or liable for any transactions that are cancelled by a seller.

2. THE MEEBITS NFTs. (a) Number of Meebits NFTs. There will be a total of 20,000 Meebits NFTs initially minted. (b) Purchasing Meebits NFTs. There will be a limited number of Meebits NFTs for sale when the Site is launched. The initial sale will start at the time the Site is launched, and end one (1) week later. You can purchase a Meebit NFT on the Site using an Ethereum wallet that is compatible with the NFT standard on the Ethereum network. All sales are final and we do not guarantee that all interested buyers will be able to purchase a Meebit NFT before they are sold out. We disclaim all liability in connection with the purchase of any Meebits NFTs. It is your responsibility to ensure that your purchase of any

Meebits NFT has been completed. We reserve the right to terminate or end the initial sale of Meebits NFTs at any time. Once the initial Meebits NFTs have sold out, you can use the Site to help you buy, sell, trade and transfer Meebits with others.

3. OWNERSHIP; LICENSE; RESTRICTIONS.

(a) We Own the App. You acknowledge and agree that Yuga Labs (or, as applicable, our licensors) own all legal right, title and interest in and to all elements of the App, and all intellectual property rights therein (including, without limitation, all designs, names, copyrights, trademarks, patents, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the App (collectively, the "**Meebits Materials**"). Other than as expressly stated in these Terms, you do not have any rights in the Meebits Materials. You acknowledge that the Meebits Materials are protected by, as applicable, copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Meebits Materials are the copyrighted property of Yuga Labs or its licensors, and all trademarks, service marks, and trade names associated with the App or otherwise contained in the Meebits Materials are proprietary to Yuga Labs or its licensors. You may not use the Meebits or Yuga Labs names without our prior written consent. Except as expressly set forth herein, your use of the App does not grant you ownership of or any other rights with respect to any art, content, code, data, or other Meebits Materials that you may access on or through the App. We reserve all rights in and to the Meebits Materials that are not expressly granted to you in these Terms. For the avoidance of doubt, you understand and agree that you: (a) do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, or otherwise commercialize any elements of the Meebits Materials without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion; and (b) will not apply for, register, or otherwise use or attempt to use any Meebits or Yuga Labs trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each

case, which consent we may withhold in our sole and absolute discretion.

(b) **Feedback.** You may submit comments, bug reports, ideas or other feedback about the App (collectively, "**Feedback**"). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose. By submitting 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.

(g) **Use of the Meebit and Yuga Labs names.** Notwithstanding anything contained in these Terms, you agree that you will not use the Meebit or Yuga Labs names, brands, or any other trademark for any purpose without obtaining our prior written consent. Approval shall be determined in our sole discretion. Furthermore, non-response to a request for such approval shall not be deemed an approval.

(h) **Your Obligations.** You agree that you are responsible for your own conduct while accessing or using the App, and for any consequences thereof. You agree to use the App only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the App any content that infringes the intellectual proprietary rights of any party; (v) use the App to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the App; (viii) exploit the App for any unauthorized commercial purpose; (ix) modify, adapt, translate,

or reverse engineer any portion of the App; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the App or any part of it; (xi) reformat or frame any portion of the App; (xii) display any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorized purpose; (xiv) create user accounts by automated means or under false or fraudulent pretenses; or (xv) access or use the App for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your account and/or prohibit your access to the App and the Site.

4. ETHEREUM FEES AND PAYMENTS.

(a) Any acquisition, purchase, trade, or sale of Meebits NFTs will be conducted solely through the Ethereum network, though the Site may serve as a platform that facilitates such transactions. We have no control over these transactions as or once they occur, nor do we have the ability to reverse any transactions. You agree that we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions pertaining to the Smart Contracts, or any other transactions that conducted via the Ethereum network.

(b) We may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Yuga Labs may also require you to provide additional information and documents in cases where it has reasons to believe that: (i) you are using the App (or any portion thereof) for money laundering or for any other illegal activity; (ii) you have concealed or reported false

identification information and other details; and/or (iii) transactions effected by you were effected in breach of these Terms. In such cases, Yuga Labs, in its sole discretion, may pause or cancel your transactions until such additional information and documents are reviewed by us and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Yuga Labs may refuse to provide you with further access to the Site and/or the App.

(c) Ethereum requires the payment of a transaction fee (a "**Gas Fee**") for every transaction that occurs on the Ethereum network.

You will be solely responsible for paying any and all Gas Fees.

(d) You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "**Taxes**") associated with your use of the App (including, without limitation, any Taxes that may become payable as the result of your ownership or transfer of any of your Meebits NFTs). Except for income taxes levied on Yuga Labs, you: (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

5. **TERMINATION.** We may terminate your access to all or any part of the App at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account, and that we will not be liable to you or to any third party for any such suspension or termination. All provisions of these Terms, which by their nature should survive termination, shall survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability. If we terminate

these Terms or suspend or terminate your access to or use of the App due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies we may have at law or in equity.

6. DISCLAIMERS. (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE APP IS AT YOUR SOLE RISK, AND THAT THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YUGA LABS, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE APP AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YUGA LABS, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE APP WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR (INCLUDING ANY BLOCKCHAIN CODE ERRORS), (III) USAGE DATA PROVIDED THROUGH THE APP WILL BE ACCURATE, (III) THE APP OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE APP WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. (b) YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT YUGA LABS HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE. (c) YUGA LABS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK OR ANY ETHEREUM WALLET OR OTHER ELECTRONIC WALLET, INCLUDING

BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (ii) SERVER FAILURE OR DATA LOSS; (iii) CORRUPTED WALLET FILES; OR (iv) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE APP, ETHEREUM NETWORK, OR ANY ETHEREUM WALLET OR OTHER ELECTRONIC WALLET. (d) MEEBITS NFTS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS. (e) YUGA LABS IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORK OR ANY ETHEREUM WALLET OR OTHER ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT 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.

7. LIMITATION OF LIABILITY. (a) YOU UNDERSTAND AND AGREE THAT YUGA LABS, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF YUGA LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR

YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE APP, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$100. (c) YOU ACKNOWLEDGE AND AGREE THAT YUGA LABSHAS MADE THE APP AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. YUGA LABSWOULD NOT BE ABLE TO PROVIDE THE APP TO YOU WITHOUT THESE LIMITATIONS. (d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

8. **RISKS.** You accept and acknowledge the following risks: (a) The App does not store, send, or receive Meebits NFTs. Meebits NFTs exist only by virtue of the ownership record maintained on the blockchain in the Ethereum network. Any transfer of Meebits NFTs occurs within the supporting blockchain in the Ethereum network. (b) There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Yuga Labs will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum network, however caused. (c) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the ecosystem for Meebits NFTs, and therefore the potential utility or value of Meebits NFTs. (d) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the ecosystem for Meebits NFTs, and therefore the potential utility or

value of Meebits NFTs. (e) 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 standard, including the Meebits' ecosystem.

9. **INDEMNITY.** You shall defend, indemnify and hold harmless Yuga Labs and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your use or misuse of, or access to the App, (iii) misappropriation or infringement by you, of any intellectual property rights or other right of Yuga Labs, or any person or entity or (iv) your violation of applicable laws, rules or regulations in connection with your access to or use of the App. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

10. **THIRD PARTY SITES.** The App may permit you to link to other websites, services or resources on the Internet, which are provided solely as a convenience to you. You access these third-party websites, services or resources at your own risk. These other websites, services or resources are not under our control and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of those websites, services or resources. The inclusion of any link to third party websites, services or resources does not imply our endorsement of them or any association with their operators. You acknowledge and agree that we shall not be responsible or liable (directly or indirectly) for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any third party websites, services or resources.

11. **CHANGES TO THE TERMS.** We reserve the right, at our sole discretion, to modify or replace any of the Terms or to change, suspend or discontinue the App at any time, by posting a notice on the Site or by sending you an email. We may also impose limits on

certain features and services or restrict your access to parts or all of the App without notice or liability, including, without limitation, by prohibiting you from selling your Meebits NFTs through the App. It is your responsibility to check these Terms periodically for changes. You can determine if any changes were made to these Terms by noting the date that these Terms were last updated. Your continued use of the App following the posting of any changes to the Terms constitutes acceptance of those changes.

12. **CHANGES TO THE APP.** You acknowledge and agree that the form and nature of the App, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the App at any time without notice. We also reserve the right to shut down the App in our sole discretion. Shutting down the App will not prohibit you from transferring, buying or selling your Meebit NFTs on another website or application.

13. **CHILDREN.** You affirm that you are over the age of 13, as the App is not intended for children under 13. IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

14 **Privacy Policy.** Our Privacy Policy describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.

15 **Dispute Resolution.**

- (a) Mandatory Arbitration of Disputes. Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Meebit NFTs or their associated art ("**Dispute**") must be resolved **solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding.** Each party waives the right to a trial in court and/or by a jury. This arbitration provision shall survive any termination of the License or these Terms.
- (b) Exceptions. As a limited exception to Section 15(a) above: (i) the parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) each party retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of its intellectual property rights.
- (c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where one lives, with provision to be made for remote appearances to the maximum extent permitted by the AAA rules, unless the parties both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of these Terms.
- (d) Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees for which we are responsible unless the arbitrator finds your

Dispute is frivolous. If we prevail in arbitration, we will pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

- (e) Injunctive and Declaratory Relief. Except as provided in Section 15(d) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Yuga Labs prevails on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- (f) Class Action Waiver. **YOU AND YUGA LABS AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with a party's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- (g) Severability. With the exception of any of the provisions in Section 15(f) (Class Action Waiver) , if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

16. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 15 (Dispute Resolution), the exclusive jurisdiction for all Disputes (defined above) will be the state and federal courts located in the State and City of New York, and you and Yuga Labs each waive any objection to jurisdiction and venue in such courts.

17. **General.** These Terms (including those terms incorporated herein by reference) are the entire Agreement between you and us with respect to the App, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the App. If any provision of the Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary for the rest of the Terms to remain enforceable. Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. For any waiver of compliance with these Terms to be binding on us, one of our authorized representatives must provide you with written notice of that waiver. There are no third-party beneficiaries to these Terms. Nothing in these Terms create any agency, partnership, or joint venture. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate, or in connection with an acquisition, sale or merger. We shall not be liable for any failure to perform our obligations here where such failure results from any cause beyond our reasonable control, including without limitation mechanical, electronic or communications failure or degradation (including "line-noise" interference). All notices under these Terms shall be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return-receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or

the day after it is sent, if sent for next-day delivery by recognized overnight delivery service.