

HyperCube

User Terms Of Service

Last Updated: June 20, 2022

1. INTRODUCTION

These Terms of Use (these “Terms”) govern your access to and use of certain products, services and properties made available by HyperCube DAO LLC (“HyperCube,” “we,” “us” or “our”). Our products, services and properties include, without limitation, the creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile services, including the website available at <https://hypercube.art/>, and software provided on or in connection with those services (collectively, the “Service”). Certain features of the Service may be subject to additional guidelines, terms, or rules (“Supplemental Terms”), which will be displayed in connection with such features. All such Supplemental Terms are incorporated by reference into these Terms. If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

HYPERCUBE OFFERS A PLATFORM FOR CREATORS, BUYERS AND SELLERS OF DIGITAL ASSETS AND ANY NON-DIGITAL PRODUCTS, SERVICES AND/OR BENEFITS TO BE FURNISHED BY OR ON BEHALF OF SELLERS IN CONNECTION WITH SUCH SALES.

WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICE IS AN ADMINISTRATIVE PLATFORM ONLY. HYPERCUBE FACILITATES TRANSACTIONS BETWEEN THE BUYER AND SELLER BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OR OTHERWISE BETWEEN ANY USERS OF THE SERVICE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, IF YOU USE THE SERVICE TO MAKE A PURCHASE, THE SELLER SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF THESE TERMS WITH RESPECT TO THE ITEM(S) SOLD AND SELLER’S RIGHTS WITH RESPECT THERETO. HYPERCUBE SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROCURE THAT BUYERS SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF HYPERCUBE’S AGREEMENT(S) WITH SELLERS OF ITEMS FOR THE PURPOSE OF ENFORCING BUYERS’ RIGHTS WITH RESPECT THERETO. YOU AGREE THAT HYPERCUBE SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY SELLER OF AN ITEM IN RESPECT OF THE USE, MISUSE, PROVISION OR FAILURE TO PROVIDE ANY ITEM.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ITEMS YOU PURCHASE THROUGH THE SERVICES.

NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, HYPERCUBE MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ITEMS OFFERED FOR SALE ON OR THROUGH THE PLATFORM.

PLEASE READ SECTION 21 OF THESE TERMS CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION.

UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS .

PLEASE BE AWARE THAT SECTION 7 OF THESE TERMS, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

THESE TERMS OF USE ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY. BY CLICKING ON ANY “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, PURCHASING ITEMS THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. If you do not agree to these Terms, you may not access or use the Service or purchase any Items.

Please refer to our [Privacy Policy](#)¹ for information about how we collect, use and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.

HyperCube reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review these Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

2. OUR SERVICE

- a. The Service is a software application made available by HyperCube to enable users of the Service (“Users”) to Mint (as defined below) and purchase unique non-fungible tokens and any

¹ hypercube.art/privacy

non-digital products, services and/or benefits to be furnished by or on behalf of sellers in connect with such sales (collectively, “Items”), implemented on the Ethereum Blockchain platform (the “Blockchain Platform”) using smart contracts. You may only participate in the Minting, purchase, or sale of any Item by linking an electronic wallet that allows you to purchase, store, and engage in transactions using cryptocurrency (each, a “Digital Wallet”) on supported bridge extensions. Before purchasing an Item, you must download a supported Digital Wallet bridge extension and use such extension to connect and unlock your Digital Wallet through the Service. Once you submit an order to Mint or purchase an Item, your order is passed on to the applicable extension, which completes the transaction on your behalf.

- b. ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE EFFECTED BY THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING OUR SERVICES YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT <https://metamask.io/terms.html> AND <https://metamask.io/privacy.html>.

3. USER REPRESENTATIONS AND WARRANTIES

a. You must be eighteen (18) years old to use the Service. By using the Service to Mint, purchase, list, or sell an Item, as applicable, you agree to (i) provide accurate, current, and complete information about yourself, (ii) maintain and promptly update from time to time as necessary such information, (iii) maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to the Service.

b. You agree that you will not:

- buy, sell, rent, or lease access to the Services without our written permission;
- log in or try to log in to access the Service through unauthorized third party applications or clients.

c. HyperCube may require you to provide additional information and documents at the request of any competent authority or in order to help HyperCube comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. HyperCube may also require you to provide additional information and documents in cases where it has reasons to believe that:

- Your Digital Wallet or other access to the Service is being used for money laundering or for any other illegal activity;
- You have concealed or reported false identification information and other details; or

- Transactions effected via your Digital Wallet were effected in breach of these Terms.

In such cases, HyperCube, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by HyperCube and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, HyperCube may refuse to provide any Item, Content (as defined below), product, service and/or further access to the Service to you.

- d. When you use the Service to Mint, purchase, list, or sell an Item, you hereby represent and warrant, to and for the benefit of HyperCube, its affiliates and its and their respective representatives, as follows:

- **Authority.** You have all requisite capacity, power and authority to enter into, and perform your obligations under these Terms, including to Mint, sell, list, or buy any Items, as applicable. The execution, delivery and performance of, and the performance of your obligations under, these Terms have been duly authorized by all necessary action on the part of you and, if you are an entity, such entity's board of directors or comparable authority(ies), and no other proceedings on your part are necessary to authorize the execution, delivery or performance of your obligations under these Terms by you.
- **Due Execution.** These Terms constitute your legal, valid and binding obligation, enforceable against you in accordance with these Terms.
- **Accuracy of Background Check Information.** All information provided to HyperCube and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with these Terms is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a Person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
- **Non-Contravention.** These Terms do not, and the performance of your obligations under these Terms and your Minting, listing, buying, or selling of any Items, as applicable to your use of the Service, will not: (i) if you are an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate any right of any third party or any applicable legal requirement to which you or any of the assets owned or used by you, is subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.

- Independent Investigation and Non-Reliance. You are sophisticated, experienced and knowledgeable in the Minting, listing, buying, or selling of any Items, as applicable. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to Mint, list, buy, or sell any Items using the Service, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the Items, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the Items) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, HyperCube, in determining to enter into these Terms, Mint, list, buy, or sell any Items or use the Service.
- Litigation. There is no legal proceeding pending that relates to your activities relating to the Minting of Items or other token- or digital asset- trading or blockchain technology related activities.
- Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities or Minting Items. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to Minting Items.

e. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

4. ACCOUNT REGISTRATION

In order to use certain features of the Service you may need to register for an account on the Service ("Account"). You must be eighteen (18) years old to register for an Account. By creating an Account, you agree to (i) provide accurate, current, and complete Account information about yourself, (ii) maintain and promptly update from time to time as necessary your Account information, (iii) maintain the security of your password and of any device used for multi-factor authentication, and accept all risks of unauthorized access to your Account and (iv) immediately notify us if you discover or otherwise suspect any unauthorized access or other security breaches related to the Service or your Account. You may not have more than one Account, and HyperCube reserves the right to block multiple Accounts of the same user.

5. MINTING AN ITEM

- a. A creator of art (“Creator”) may upload a script containing or embodying an algorithm (each such script, “Creator IP”) to the Blockchain Platform. Users may be able to use the Service to create or issue (“Mint”) on the Blockchain Platform an Item generated by the Creator IP. By Minting or purchasing an Item, you agree to comply with any terms, including licenses or payment rights that are embedded within or otherwise included with any Item that you Mint or purchase. HyperCube does not guarantee that Items Minted on the Service will be transferable to any other platform. You acknowledge and agree that, when you Mint an Item, you do not expect to receive and do not receive any rights to the algorithm comprising Creator IP.
- b. The Creator of any Creator IP may designate at point of upload and HyperCube will display at the point of sale² (i) how many Items may be Minted through the Service from each instance of Creator IP; (ii) the terms of the license in the Creator IP that is granted to the User who Mints an Item using such Creator IP or any subsequent owners of such Item; and (iii) any fee payable in connection with any subsequent sale of an Item generated by Creator IP (each such sale, a “Secondary Sale,” and such fee, a “Secondary Sale Fee”).
- c. The Service is only a marketplace, and HyperCube is not and shall not be a party to any transaction or dispute between any Creator of Creator IP and any Minter or subsequent owner of an Item generated by that Creator’s Creator IP, whether arising from any rights granted in that Item or otherwise.

6. PRICING AND FEES; PAYMENTS

- a. All pricing and payment terms for Items are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.
- b. When you Mint an Item, you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to the Secondary Sale of that Item, including any Secondary Sale Fee (regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale). You further agree that you will bind any subsequent purchaser of the Item to such Secondary Sale terms and conditions.
- c. HyperCube may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions. Whether a particular cryptocurrency is accepted as a payment method by HyperCube is subject to change at any time in HyperCube’s sole discretion.

² hypercube.art

7. CONSENT TO ELECTRONIC COMMUNICATION

By providing HyperCube with your email address or by using the Service to Mint, purchase, list, or sell an Item, you consent to receive electronic communications from HyperCube (e.g., via email or by posting notices to the Service). These communications may include notices about your use of the Service (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein

8. OWNERSHIP

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

9. LICENSE TO OUR SERVICE AND CONTENT

- a. You are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, “as-is” license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to these Terms and does not include any right to (i) sell, resell, or use commercially the Service or Content, (ii) distribute, publicly perform, or publicly display any Content, (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (vi) use the Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 12 below.
- b. You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray HyperCube or our affiliates or any of our Services, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in HyperCube’s sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of HyperCube to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any HyperCube trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.
- c. HyperCube may from time-to-time change or discontinue any or all aspects or features of the Service, including by (i) altering the smart contracts which are included in the Blockchain Platform pursuant to upgrades, forks, security incident responses or chain migrations, (ii) deactivating or deleting User Content that HyperCube in its sole discretion determines has been abandoned; or (iii) repossessing any Items HyperCube in its sole discretion determines have been abandoned. In such events, you may no longer be able to access, interact with or, read the data from the Service.

10. USER CONTENT

Certain Content may be made available by a User on or through the Service (“User Content”). If you choose to make User Content available on or through the Service, you hereby grant HyperCube a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of (i) providing the Service, including making User Content available to other Users in accordance with your elections on the Service; and (ii) improving the Service. You also hereby grant each other User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content solely

as permitted through the functionality of the Service and under these Terms. You are solely responsible for any User Content you provide. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post or display on or through the Service. You agree that such User Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the licenses described above. We take no responsibility for the User Content posted or listed via the Service, although we reserve the right to remove any User Content that is in violation of these Terms.

11. THIRD-PARTY SERVICES; THIRD-PARTY TERMS

- a. The Service may contain links to third-party properties (“Third-Party Properties”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Property or Third-Party Application, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Properties and Third-Party Applications are not under the control of HyperCube. HyperCube is not responsible for any Third-Party Properties or Third-Party Applications. HyperCube provides links to these Third-Party Properties and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Properties or Third-Party Applications, or their products or services. You use all links in Third-Party Properties, and Third-Party Applications at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Properties or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
- b. The Service and Content may include components, including software components, that are provided by a third party and that are subject to separate license terms, in which case those license terms will govern your access to and use of such components. For example, when you click to get more details about an Item, you may see a link to the Third-Party Property from which such Item originated. Our Service and/or any Third-Party Property may include terms governing the use of such Item, including license terms. In the event you purchase such Item through our marketplace, you are required to comply with the terms that govern such Item, which may be different from these Terms.

12. ACCEPTABLE USE POLICY

You agree that you are solely responsible for your conduct while participating in the purchase or sale of Items or otherwise accessing or using the Service. You agree that you will abide by these Terms and will not:

- a. Provide false or misleading information to HyperCube;

- b. Use or attempt to use another User's linked Digital Wallet without authorization from such User and HyperCube;
- c. Create or list counterfeit Items;
- d. Pose as another person;
- e. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- f. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- g. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- h. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- i. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- j. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;
- k. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- l. Bypass or ignore instructions that control all automated access to the Service;
- m. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or these Terms;
- n. Use the Blockchain Platform to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Blockchain Platform, or the Service;
- o. Engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities, including:

- trading an Item at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Item, unduly or improperly influencing the market price for such Item trading on the Service or establishing a price which does not reflect the true state of the market in such Item;
 - for the purpose of creating or inducing a false or misleading appearance of activity in an Item or creating or inducing a false or misleading appearance with respect to the market in an Item: (A) executing or causing the execution of any transaction in an Item which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of an Item with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Item, has been or will be entered by or for the same or different parties; or
 - participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of an Item;
- p. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;
- q. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts; or
- r. Mint an Item or Items with the expectation of receiving a particular element, configuration, aspect, or other feature of such Item, or otherwise Mint an Item in an attempt to secure or with the expectation of receiving added or enhanced value due to such element, configuration, aspect, or other feature of that Item.

13. LISTING GUIDELINES

- a. HyperCube has the right, but not the obligation, to remove any listing at any time. HyperCube exercises its sole judgment in allowing or disallowing certain assets, listings, smart contracts, and collections.
- b. Items, listings, smart contracts, collections, and other User Content that HyperCube in its sole discretion deems inappropriate, disruptive, or illegal are prohibited on the Service. HyperCube reserves the right, but not the obligation, to determine the appropriateness of listings on its site

and remove any User Content, including any listing, at any time. If you create or offer an Item, listing, smart contract, or collection in violation of these policies, we reserve the right to take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting your User Content, recouping any payments that have been made to you for such Item, and permanently withholding any other payments due and owed to you. HyperCube reserves the right to destroy inappropriate or illegal metadata stored on our servers.

- c. The following User Content is prohibited on the Service, whether included in or made available in or through Items, listings, smart contracts, or collections that include metadata, or otherwise:
- Content that violates international or United States intellectual property laws;
 - Content that promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
 - Content with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
 - Content created or used primarily or substantially for the purpose of raising funds for known terrorist organizations (as listed on <https://www.state.gov/foreign-terrorist-organizations/> or as may be determined by HyperCube from time to time in its sole discretion);
 - Content that, as determined in our sole and absolute discretion, is NSFW, and other Content that is intended to be age-restricted. Item names, listings and their descriptions, smart contract names, and collections including profanity or overtly sexual Content are prohibited. A smart contract that contains NSFW Content is subject to being marked NSFW, even if the NSFW Content only represents a portion of the Content on the smart contract;
 - Content that includes stolen assets, assets taken without authorization, and otherwise illegally obtained assets, all including but not limited to Items. Listing illegally obtained Items may result in your listings being canceled, your Items being hidden, or your access to the Service being suspended. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately; and
 - Content that is illegal or offensive, or Content that includes or uses profanity or graphic language.

If you become aware of the creation, listing, or buying of assets in violation of any of the terms specified in this section, please contact us at contact@hypercube.art to report it.

2. COPYRIGHT

HyperCube retains the absolute right to terminate access to the Service for and remove the User Content of any User who violates or infringes the rights of ours or of any third party. Without limiting the foregoing, if you believe that your intellectual property has been used on the Service in a way that constitutes infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of the location on the Service of the material that you claim is infringing;
- your address, telephone number and e-mail address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contact information for HyperCube's Copyright Agent for notice of claims of copyright infringement is as follows: Ryan Junea, HyperCube DAO LLC, 18117 Biscayne Blvd #3022, Miami, FL 33160.

3. INVESTIGATIONS

If HyperCube becomes aware of any possible violations by you of these Terms, HyperCube reserves the right to investigate such violations. If, as a result of the investigation, HyperCube believes that criminal activity may have occurred, HyperCube reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. HyperCube is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including User Content, in HyperCube's possession in connection with your use of the Service, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce these Terms, (iii) respond to any claims that User Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of HyperCube, its Users, or the public, and all law enforcement or other government officials, as HyperCube in its sole discretion believes to be necessary or appropriate. By agreeing to these Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

4. RELEASE

You hereby release and forever discharge HyperCube and our officers, employees, agents, successors, and assigns (the "HyperCube Entities") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Users of the Service or any Third-Party Properties). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

5. ASSUMPTION OF RISK RELATED TO ITEMS

You acknowledge and agree that:

- a. The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Items, which may also be subject to significant price volatility. We cannot and do not guarantee that any purchasers of Items will not lose money.
- b. You are solely responsible for determining what, if any, taxes apply to your transactions involving Items. Neither HyperCube nor any other HyperCube Entity is responsible for determining the taxes that may apply to transactions involving Items.
- c. Items exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such Items.
- d. There are risks associated with using digital currency and digital assets, 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 your information.
- e. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of Items.
- f. There are risks associated with purchasing user-generated Content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.
- g. HyperCube reserves the right to hide collections, contracts, and assets that HyperCube suspects or believes may violate these Terms. Items you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your assets on the Service serve as grounds for a claim against HyperCube.
- h. HyperCube has no responsibility for the Items Minted, sold, bought or traded on the Service. HyperCube does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Item created or traded on the Service. For the avoidance of doubt, HyperCube shall have no responsibility for any failure of any User to comply with any terms regarding the authenticity, originality, uniqueness, scarcity or other description or characteristics of the Item or Creator IP furnished by or on behalf of that User and displayed by HyperCube on the Service.

6. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless HyperCube and the HyperCube Entities from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to these Terms or your use of the Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, User Content or Items, including, without limitation, any act or omission involving any third party in connection with the Minting, listing, buying, selling, or trading of any Items hereunder; (b) any feedback you provide; (c) your violation of these Terms; (d) your violation of the rights of any third party, including another User; (e) any breach or non-performance of any covenant or agreement made by you; (f) your User Content or the Minting, listing, buying, selling, or trading of any Items; or (g) any off-chain benefits (including the furnishing, or any failure to furnish, or any acts or omissions of or attributable to you or any third party in respect of the same). You agree to promptly notify HyperCube of any third-party Claims and cooperate with the HyperCube Entities in defending such Claims. You further agree that the HyperCube Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND HYPERCUBE.

7. DISCLAIMERS

THE SERVICE, CONTENT CONTAINED THEREIN, AND ITEMS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. HYPERCUBE (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. HYPERCUBE DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. HYPERCUBE DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE HYPERCUBE ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND

CONTENT SAFE, HYPERCUBE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY ITEMS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF ITEMS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR ITEMS.

ITEMS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT HYPERCUBE OR ANY HYPERCUBE ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ITEMS. WE CANNOT AND DO NOT GUARANTEE THAT ANY ITEM WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY ITEM PURCHASED THROUGH THE SERVICE.

HyperCube is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the Items. HyperCube is not responsible for casualties due to developers' or representatives' delay or failure to report any issues with any blockchain supporting Items, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

1. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HYPERCUBE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, ANY ITEMS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR

ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF HYPERCUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF HYPERCUBE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), OR ANY ITEMS MINTED, PURCHASED, OR SOLD THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT PAID TO HYPERCUBE BY YOU IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

2. DISPUTE RESOLUTION; ARBITRATION.

Dispute Resolution. Please read the arbitration agreement in this Section (“Arbitration Agreement”) carefully. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- a. **Applicability of Arbitration Agreement.** You agree that all claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms or the use of any Service provided by HyperCube that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and HyperCube, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.
- b. **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice describing the nature and basis of the claim or dispute and the requested relief (“Notice of Dispute”). A Notice of Dispute to HyperCube should be sent to: contact@hypercube.art. After the Notice of Dispute is received, you and HyperCube may attempt to resolve the claim or dispute informally. If you and HyperCube do not resolve the claim or dispute within thirty (30) days after the Notice of Dispute is received, either party may begin an arbitration proceeding. The amount of any settlement offer

made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- c. **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that HyperCube made to you prior to the initiation of arbitration, HyperCube will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.
- d. **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- e. **Time Limits.** If you or HyperCube pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- f. **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and HyperCube, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement; and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable; and shall also have the authority to grant motions dispositive of all or part of any claim. The exceptions to the preceding sentence are (1) all disputes arising out of or relating to the class action waiver, including any claim that all or part of the class action

waiver is unenforceable, illegal, void or voidable, or such class action waiver has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) all disputes arising out of or relating to the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (3) all disputes arising out of or relating to 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. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and HyperCube. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- g. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and HyperCube in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND HYPERCUBE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- h. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the federal or state court located in **Delaware**. All other claims shall be arbitrated.
- i. Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- j. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- k. Right to Opt Out. You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to: **contact@hypercube.art**. Such notice must be given within 30 days after first becoming subject to a version of these Terms containing an arbitration

provision. Your notice must include your name and address, the email address you used to interact with the Service, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of arbitration, all other parts of these Terms will continue to apply to you. Opting out of arbitration has no effect on any other arbitration agreements that you may currently have, or may enter into in the future, with us.

- l. Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- m. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with HyperCube.
- n. Small Claims Court. Notwithstanding the foregoing, either you or HyperCube may bring an individual action in small claims court.
- o. Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- p. Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- q. Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Miami, Florida for such purpose.

22. GENERAL

We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. These Terms, and your access to and use of the Service, shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of Miami, Florida. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms. Your relationship to HyperCube is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and any

rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of HyperCube. HyperCube's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of HyperCube and you and are not intended to confer third party beneficiary rights upon any other person or entity.

23. CONTACT INFORMATION

HyperCube DAO LLC

18117 Biscayne Blvd #3022

Miami, FL 33160

contact@hypercube.art