

## **GODA TERMS OF SERVICES**

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. BELOW, WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION.

EXPORT CONTROLS NOTICE: BY PARTICIPATING IN OUR SERVICES, YOU REPRESENT THAT YOU ARE NOT A “SANCTIONED PERSON,” AS DEFINED BELOW, UNDER UNITED STATES LAW.

### **1. Introduction**

GODA, LLC (“GODA,” “we,” “us”) operates an online service that allows artists (“Artists”) to create and sell non-fungible tokens (each an “NFT,” collectively, “NFTs”), each associated with a work of digital art (each a “Digital Work,” collectively, “Digital Works”), and any rights, products, services, privileges, and/or benefits that Artists may choose to offer in connection with such sales (collectively, “Utility”), through our website, accessible at [www.thegoda.io](http://www.thegoda.io) (the “Website”), together with other services, software, tools, features, and functionality made available by GODA (each, a “Service,” collectively, the “Services”).

**You are entering into a binding agreement.** By accessing or using our Services, you are entering into a binding agreement with GODA that includes: these terms and conditions, which govern your access to and use of our Services, products, and properties made available by GODA (“Terms”); our Privacy Policy, available at [www.thegoda.io/privacy](http://www.thegoda.io/privacy), which governs our collection and use of personal information and other data (the “Privacy Policy”); additional terms that an Artist may apply to a specific NFT or collection of NFTs (“Artist Terms”); and any other terms, conditions, or policies linked to in our Terms or Privacy Policy or any applicable Artist Terms. Therefore, please carefully review these documents. If you do not agree with the terms of these documents, you may not use our Services. If there is a conflict between these Terms and any Artist Terms or other the terms and conditions covering a specific area of the Services, the latter terms and conditions shall control unless they expressly state otherwise.

**We may modify these Terms.** We reserve the right, at our sole discretion, to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Services or provide you with notice of the modification. By continuing to access or use the Services after we have posted a modification on the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services. We encourage you to check back regularly to review these Terms.

**We may modify or terminate the Services.** We reserve the right, at our sole discretion, to change the URL, modify or discontinue, and restrict or block access to, all or part of the Services without notice to you.

ALL TRANSACTIONS INITIATED THROUGH OUR WEBSITE ARE EFFECTED BY THIRD-PARTY DIGITAL WALLET EXTENSIONS (each, an “Extension”). BY USING OUR SERVICES, YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICES 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>.

TO THE EXTENT AN ARTIST OFFERS UTILITY OR EXTENDS ARTIST TERMS IN CONNECTION WITH AN NFT SALE FACILITATED BY GODA, YOU ACKNOWLEDGE AND AGREE THAT GODA 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 ARTIST WITH REGARD TO SUCH UTILITY OR ARTIST TERMS.

## 2. How to Participate

- **Notice:** Participants, 18 years or older, will have the opportunity, beginning at a date and time announced on the Website or one or more channels operated by GODA, while supplies last, to visit our Website and pay a fixed price, in the form of ETH cryptocurrency or such other currency permitted by GODA in its sole discretion, for one or more NFTs from one or more collections (each a “Collection,” collectively, “Collections”) from GODA and/or one or more of our Artists. The Digital Work associated with an NFT may change and evolve over time from the look and appearance that it has at the time of purchase.
- **GODA Mint Pass:** Our first Collection available for sale is the GODA Mint Pass. Purchasing the GODA Mint Pass confers on you the right, in the future, to purchase NFTs from one or more Collections on or through the Services, while supplies last, for a period of time specified on the Website, before such NFTs are made available for public sale. The artwork for each NFT in the GODA Mint Pass will be identical across the entire Collection.
- **Artist NFT Collections:** With respect to Collections offered by our Artists, you are NOT buying a specific NFT using our Services. Rather, your purchase confers on you the right to receive one of the NFTs from the Collection, the specific Digital Work, including the artwork and traits, of which will be randomly assigned to each NFT based on an algorithm and revealed following the purchase on a date to be announced on the Website or other channel operated by GODA. Neither GODA nor any buyer will have any influence over which NFT will be assigned to which buyer.
- **Wallets:** If you wish to buy an NFT, you must own or establish a compatible digital wallet that allows you to purchase, store, and engage in transactions using cryptocurrency (“Wallet”), and you must connect and unlock your Wallet through the Services. Once you submit an order to mint or purchase an NFT, your order is passed on to the applicable Extension, which completes the transaction on your behalf. You are solely responsible for the security of your Wallet, including, without limitation, safekeeping the seed phrase, private keys, and password associated with your Wallet.
- **Fees:** You must have enough funds in your Wallet to cover the total cost of your intended purchase, including gas and any other applicable fees. All pricing and payment terms for our Services are as indicated at point of sale or otherwise on the Services, 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, or applicable gas or other fees shall impact or excuse your obligations with respect to any purchase.
- Each NFT will be transferred to the Wallet of the buyer of the NFT, and the transaction will be completed in accordance with these Terms.

**ALL SALES ARE FINAL. ONCE AN NFT HAS BEEN SUCCESSFULLY SOLD AND TRANSFERRED, IT MAY NOT BE RETURNED AND THE PAYMENT AND ANY ASSOCIATED TRANSACTION (I.E., GAS) COSTS WILL NOT BE REFUNDED.**

### **3. User Representations and Warranties**

By accessing or using our Services, you represent, warrant, and agree that:

- **Age.** You are at least eighteen (18) years old;
- **Authority.** You have all requisite capacity, power, and authority to enter into and be bound by these Terms. If you accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.
- **Non-Contravention.** These Terms do not, and the performance of your obligations under these Terms and your minting, bidding on, buying, or selling of any Utility, as applicable to your use of the Services, 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, bidding on, buying, or selling of NFTs and any Utility, as applicable. Additionally, you have conducted an independent investigation of the Services 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, bid on, buy, or sell any NFTs and any Utility using the Services, you have relied solely on the results of such investigation and such independent judgement. 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, without limitation, the NFTs, 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 NFTs) 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, GODA, in determining to enter into these Terms, mint, bid on, buy, or sell any Utility or use the Services.
- **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 of NFTs. 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 the Services.

#### 4. Rights and Restrictions

Once you successfully purchase and receive an NFT, you will own that NFT. Such owners of NFTs shall be referred to herein as “NFT Owners.” At all relevant times, GODA will recognize as the NFT Owner the individual able to authorize transactions through the Wallet associated with the applicable NFT as identified by the Collection’s smart contract.

**WHILE AN NFT MAY BE ASSOCIATED WITH A DIGITAL WORK, IT IS IMPORTANT TO UNDERSTAND THAT NFT OWNERS DO NOT OWN THE DIGITAL WORK OR THE COPYRIGHT IN THE DIGITAL WORK (UNLESS INCLUDED AS PART OF THE NFT’S UTILITY).**

By purchasing an NFT, including through a primary or secondary sale, the current NFT Owner will receive a limited, personal, worldwide, non-exclusive, non-assignable, non-sublicensable, royalty-free license to download, access, and use one or more copies of the Digital Work associated with the NFT to: (i) publicly and privately display the Digital Work at any size; and (ii) market, promote, advertise, and sell the NFT associated with the Digital Work. This license belongs only to the current NFT Owner as defined herein but automatically terminates when they cease to be the NFT Owner for any reason. We do not monitor or control any marketplace or any other activity beyond that of the Services, including, without limitation, purchases or sales on the secondary market.

For the sake of clarity, NFT Owners may **not** do (nor permit any third party to do or attempt to do) any of the following:

- Modify any Digital Work in any way.
- Make “commercial use” of any Digital Work, including any Digital Work associated with their NFT(s), including, for example, by creating and selling copies of the Digital Work, licensing the Digital Work for commercial purposes (e.g., to sell merchandise, products, or services), or otherwise commercially exploiting the Digital Work.
- Use any Digital Work or NFT in any way that: (a) violates the rights of any third party, any applicable law, rule, or regulation, or these Terms; (b) is obscene, profane, pornographic, vulgar, or offensive; (c) incites or promotes violence or violent or dangerous behavior, or depicts violence (either towards others or oneself); (d) involves hate speech, endorses any form of hate, or harasses, abuses, insults, harms, defames, slanders, disparages, intimidates, threatens, or discriminates against others based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) spreads false, deceptive, misleading, otherwise unsubstantiated or unfair information or material or promotes any particular political agenda or message; and (f) promotes any activities that may be or appear unsafe or dangerous, including, without limitation, excessive consumption of alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing).
- Except as allowed under these Terms, to use any intellectual property rights (such as trademarks, copyright, and design rights) of GODA or any Artist, whether registered or unregistered. All rights therein and goodwill associated therewith shall inure to the benefit of GODA or the Artist, as applicable.

By participating in the Services, you grant to GODA an irrevocable, perpetual, unlimited, royalty-free, fully paid-up, worldwide, sublicensable right to use your public Wallet address and, to the extent made publicly available, any alias, name, avatar, online profile, domain name, or other information

associated with your public Wallet address, for any lawful purpose whatsoever, including without limitation, for purposes of advertising or promoting GODA or the Services.

## **5. Ownership**

Unless otherwise indicated in writing by us, the Services and all content and other materials contained therein, including, without limitation, the GODA 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 GODA or our affiliates, licensors, or users, as applicable. Notwithstanding anything to the contrary in these Terms, the Services and Content may include software components provided by GODA 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. All other trademarks, registered trademarks, product names, and other names or logos mentioned on the Services 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 GODA.

## **6. License to Our Services and Content**

Subject to your compliance with these Terms and other applicable terms, you are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, “as-is” license to access and use the Services and Content for your own personal, non-commercial use; provided, however, that such license does not include any right to: (i) modify or otherwise make any derivative uses of the Services or Content, or any portion thereof, (ii) use any data mining, robots, or similar data gathering or extraction methods, (iii) download (other than page caching) any portion of the Services or Content, except as expressly permitted by us, or (iv) use the Services or Content other than for their intended purposes.

## **7. Acceptable Use**

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

- Use the Services or any blockchain technology for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or these Terms.
- Provide false or misleading information to GODA.
- Use or attempt to use or access another person’s Wallet without authorization from such person.
- Take or attempt to take any action that in any way that could prevent, disrupt, negatively affect, or inhibit others from fully enjoying the Services, or that could alter, damage, disable, overburden, or impair the functioning of the Services in any manner.
- Collect, scrape, or harvest data from our Services.
- Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering,” or fraudulent, deceptive, or manipulative trading activities, including: (i) for the purpose of creating or inducing a false, misleading, or artificial appearance

of activity or value in any NFT, facilitate the trading of such NFT at successively lower or higher prices or executing or causing the execution of any transaction involving the NFT which causes no material change in the beneficial ownership thereof; (ii) participating in, facilitating, assisting, or knowingly transacting with any person or persons for the purpose of artificially, unfairly, or deceptively influencing the market price of an NFT; or (iii) otherwise artificially, unduly, or improperly influencing the market price for any NFT available through the Services in any manner, including without limitation, on or through social media.

## **8. Export Controls and Sanctions**

You acknowledge and understand that the Services and items offered through the Services, including NFTs, Digital Works, and Utility, are subject to U.S. export control and sanctions laws and regulations, including, without limitation, the Export Administration Regulations and the regulations, rules, and executive orders administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) (collectively, the “Export Controls and Sanctions Laws”). You represent that you are not a Sanctioned Person and agree not to take any action that will cause anyone, including, without limitation, GODA, to be in violation of any Export Controls and Sanctions Laws.

For purposes of these Terms, “Sanctioned Person” means any government, country, corporation, or other entity, group, or individual with whom or which Export Controls and Sanctions Laws prohibit or restrict a U.S. person from engaging in transactions, and includes, without limitation, any individual, corporation, or other entity that appears on OFAC’s Specially Designated Nationals and Blocked Persons List or other lists maintained by OFAC or the U.S. Department of Commerce, as each such list may be amended from time to time.

## **9. Right to Suspend, Modify, or Terminate**

GODA may, from time to time, change or discontinue any or all aspects or features of the Services, including, without limitation, by (i) altering the smart contracts pursuant to upgrades, forks, security incident responses, or chain migrations or (ii) deactivating or deleting any media, Content, or portion of the Services in GODA’s sole and absolute discretion. In such events, you may no longer be able to access, interact with, or read the data from the Services. GODA has the right, but not the obligation, to remove or disable access to any listing or other portion, feature, or functionality of the Services at any time. GODA reserves the absolute right, in its sole discretion, to allow or disallow, without limitation, certain assets, listings, smart contracts, and/or Collections.

Persons who tamper with or abuse any aspect of our Services, who act in a disruptive manner, or who are in violation of these Terms, as solely determined by GODA, may be banned from participating in and/or accessing our Services.

Should any of GODA’s Services be, in GODA’s sole opinion, compromised by bots, worms, bugs, non-authorized human intervention, or other causes which, in the sole opinion of GODA, corrupt or impair the administration, security, or fairness of the Services or the distribution of the NFTs or otherwise adversely affect GODA’s business or good will, GODA reserves the right in its sole discretion to suspend, modify, or terminate the Services.

## **10. Investigations**

If GODA becomes aware of any possible violations by you of these Terms, GODA reserves the right to investigate such violations. If, as a result of the investigation, GODA believes that criminal activity may have occurred, GODA reserves the right to refer the matter to, and to cooperate with, any

and all applicable legal authorities. GODA is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services in GODA's possession in connection with your use of the Services, to (i) comply with applicable laws, legal process, or governmental request; (ii) enforce these Terms, or (iii) protect the rights, property, or personal safety of GODA, its affiliates, its users, the public, and all law enforcement or other government officials, as GODA in its sole discretion believes to be necessary or appropriate.

GODA may require you to provide additional information and documents at the request of any competent authority or in order to help GODA 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. GODA may also require you to provide additional information and documents in cases where it has reasons to believe that:

- Your Wallet or other access to the Services 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 Wallet were effected in breach of these Terms or other applicable terms, laws, rules, covenants, orders, or regulations.

In such cases, GODA, in its sole discretion, may pause or cancel your transactions through our Services until such requested additional information and documents have been reviewed by GODA 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, GODA may refuse to provide any Content, product, service and/or further access to the Services to you.

## **11. Assumption of Risk; Liability Waiver**

By participating in the Services:

- You acknowledge and accept that transacting on a blockchain, including, without limitation, minting, bidding on, buying, or selling NFTs, contains inherent risk. Such risks include but are not limited to: (a) risk of sudden asset price changes; (b) risk of smart contract failure or exploit; (c) risk of hardware, software, or connectivity failure; (d) risk of malicious software; (e) risks of unauthorized access to your Wallet; (f) risk that you will no longer successfully retain ownership of or access to the NFT(s); (g) risk that any data or any Digital Work becomes unavailable or decoupled from the NFT, including, without limitation, because of an outage, data loss or pursuant to a valid Digital Millennium Copyright Act takedown procedure carried out in compliance with our Terms; (h) risk from regulatory inquiries, regulatory actions, legislation, or court rulings; and/or (i) risks, bugs, malfunctions, cyberattacks, or changes to a blockchain network (e.g., forks) or related technologies that disrupt or result in a total loss of NFTs, their market value, or digital funds.
- You acknowledge and accept these and all associated risks and responsibilities and agree that your participation in the Services is at your own risk. You should not participate in the Services, including to engage in blockchain-based transactions, unless it is suitable given your circumstances and financial resources.
- You agree that GODA 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 any of these risks.

- You acknowledge and accept that the sale of NFTs as part of the Services is facilitated and run by numerous third parties including, without limitation, your Wallet provider and one or more public peer-to-peer networks including, without limitation, the Ethereum network or other blockchain network and the Interplanetary File System (“IPFS”) or other distributed system for storing and accessing files or other data. None of these are under the control or influence of GODA. GODA 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 any third party, including, without limitation, lost, late, incomplete, damaged, delayed, inaccurate, stolen, misdirected, undelivered, or garbled NFTs, or for errors or difficulties of any kind related thereto, whether human, mechanical, electronic, computer, network, typographical, or otherwise. Transactions are publicly visible on the Ethereum or other applicable blockchain when made.
- You acknowledge and agree that GODA is not a fiduciary and owes no duties to you, including the duty to ensure fair pricing of the NFT.
- You agree to bear sole responsibility for paying any and all taxes, duties, and assessments payable as the result of purchase, ownership, sale, transfer, use and/or exploitation of any NFT.
- You expressly agree that the release and waiver of liability contained herein is intended to be as broad and as inclusive as is permitted by applicable law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GODA, GODA’S AFFILIATES OR ANY OF THEIR RESPECTIVE MEMBERS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS (“GODA PARTIES”) BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS, OR GOOD-WILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES. IN NO EVENT WILL THE GODA PARTIES’ CUMULATIVE LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, EXCEED THE TOTAL AMOUNTS PAID BY YOU TO THE GODA PARTIES IN CONNECTION WITH THE SERVICES IN THE PAST TWELVE MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

UNDER NO CIRCUMSTANCES SHALL ANY GODA PARTY BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE, OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE INITIAL INCIDENT RESULTING IN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT THE GODA PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND LIABILITIES PROVIDED IN THIS SECTION, SO SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT GODA PARTIES TO DISCLAIM CERTAIN WARRANTIES OR LIMIT CERTAIN LIABILITIES, THE EXTENT OF GODA PARTIES' LIABILITY AND THE SCOPE OF ANY SUCH WARRANTIES WILL BE AS PERMITTED UNDER APPLICABLE LAW.

## **12. Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless GODA and the GODA Parties 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 Services, 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") that are caused by, arise out of, or are related to (a) your use or misuse of the Services, (b) your violation of these Terms; (c) your violation of the rights of any third party, including another user of any Wallet; (d) any breach or non-performance of any representation, warranty, covenant, or agreement made by you; and (e) your buying, selling, or trading of any NFTs.

## **13. Arbitration agreement and waiver of rights, including class actions**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

### Agreement to Attempt to Resolve Disputes Through Good Faith Negotiations

Prior to commencing any legal proceeding against us of any kind, including an arbitration as set forth below, you and we agree that we will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to these Terms or the Services (each, a "Dispute" and, collectively, "Disputes") by engaging in good faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written notice to the other party specifying the nature and details of the Dispute. The party receiving such notice shall have (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference or by telephone to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below.

### Governing Law

These Terms will be governed by the laws of the State of California, without regard to conflict of law provisions. You and we expressly agree that any claim or dispute must be resolved exclusively by a state or federal court or arbitration located in Los Angeles County, California, except as described in the agreement to arbitrate below or as otherwise mutually agreed by the parties.

### Agreement to Arbitrate

Except as provided below, **you and we agree that any Dispute that cannot be resolved through the procedures set forth above will be resolved through binding arbitration on an individual basis. Class actions and class arbitrations are not allowed.** You may bring a claim only on behalf of yourself and cannot seek relief that would affect other users of our services. If there is a final judicial ruling that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with these Terms, then only that particular claim or request for relief may be brought in court. All other claims (or requests for relief) remain subject to this provision. Questions of arbitrability—i.e., whether a particular claim is subject to arbitration—shall be resolved in arbitration.

Instead of commencing an arbitration, you or we may also bring claims in your local “small claims” court if the rules applicable to that court allow it. Otherwise, the claims must be resolved by binding, individual arbitration.

If you are in the United States, the arbitration will be conducted by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. If you are outside of the United States, the arbitration will be conducted by the International Centre for Dispute Resolution in accordance with its International Expedited Procedures. The arbitration will be decided by a sole arbitrator. The arbitrator will have experience adjudicating matters involving Internet technology, software applications, financial transactions and, ideally, blockchain technology. The costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.

**You and we expressly waive a trial by jury.**

The arbitration will be governed by the Federal Arbitration Act. The prevailing party will be entitled to an award of their reasonable attorney’s fees and costs. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

Arbitration Opt-Out

You can opt out of this arbitration agreement within 30 days of the date you agreed to these Terms. To opt out, you must send an email to us at [info@thegoda.io](mailto:info@thegoda.io) with your full name and email address and a clear statement that you want to opt out of this arbitration agreement (such notice, an “Arbitration Opt-out Notice”). If you do not provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute.

**14. Limitation of Actions**

**You and we agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or relating to these Terms or the Services must be filed within one (1) year after such claim or cause of action arose, or will be forever barred.**

**15. Severability**

Should any portion of these Terms be rendered void, invalid, or unenforceable by any court of competent jurisdiction, the remaining provisions shall nevertheless be binding upon the parties.

**16. Survival**

Any provision of these Terms that by its nature would extend beyond its expiration or termination shall remain in effect in perpetuity or until fulfilled.

## **17. Contact Information**

If you have any questions, would like to provide feedback, or would like more information about GODA, please feel free to email us at [info@thegoda.io](mailto:info@thegoda.io)