

# Terms of Sale

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BANDIT (“we,” “us,” or “our”) provides its services (described below) and related content to you (“you” or “User”) through its website and platform located at [www.bandit.network](http://www.bandit.network) (the “Site”), subject to these Terms of Use (as amended from time to time, the “Terms”). The Privacy Policy and all such additional terms, guidelines, and rules as set forth on the Site are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by you. These terms govern your access to and use of this Site, as well as all content, functionality, and services offered on or through the Site, including Perks (as defined below) (collectively, the “Services”), and BAD BANDIT NFTs. By signing up for an account on the Site, connecting your cryptocurrency wallet (e.g., MetaMask or WalletConnect) to the Services, or otherwise using or accessing the Services, Perks or any BAD BANDIT NFTs, you acknowledge that you have read and agree to these Terms.

By agreeing to these Terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms, you must not access or use the Site.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST BANDIT ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of

this page the date these Terms were last revised. We will also notify you, either through the Site user interface, in an email notification, or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Site will be effective immediately. Your continued use of the Site after the date any such changes become effective constitutes your acceptance of the new Terms of Use.

## **1. SMART CONTRACT ENABLED**

BAD BANDIT NFT is a non-fungible Ethereum-based token that uses smart contracts on the Ethereum blockchain (“Smart Contracts”). The Ethereum blockchain provides an immutable ledger of all transactions that occur on the blockchain. This means that all BAD BANDIT NFTs are outside of the control of any one party, including BANDIT, and are subject to many risks and uncertainties. BANDIT neither owns nor controls MetaMask, WalletConnect, the Ethereum network, your browser, or any other third-party site, product, or service (including third-party wallets or marketplaces) that you might access, visit or use for the purpose of enabling you to use the Services or to purchase, list, auction, or sell BAD BANDIT NFTs (“Transaction”), and that, except with respect to transferring control of a BAD BANDIT NFT to the initial purchaser through the Services (“Initial Purchaser”), BANDIT has no responsibility with respect to any Transaction. BANDIT will not be liable for the acts or omissions of any third parties, nor will BANDIT be liable for any damage that you may suffer as a result of your transactions or any other interaction with any third parties. You understand that your Ethereum public address will be made publicly visible whenever you engage in a Transaction. Aside from transferring control of the BAD BANDIT NFT to the Initial Purchaser, BANDIT has no control over the transfer, storage, ownership, or maintenance of the BAD BANDIT NFT.

## **2. CHANGES TO THE SERVICES**

BANDIT reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that BANDIT will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services, including in relation to any BAD BANDIT NFT.

### **3. BAD BANDIT PERKS**

A Collector (as defined below) of a BAD BANDIT NFT may receive special perks, experience, or opportunities as determined by BANDIT in its sole discretion (“Perks”) for a period of two (2) years after the BAD BANDIT NFTs are first made available for sale (i.e., dropped) by BANDIT. BANDIT does not make any representation or guarantee that any Collector will receive any Perks or achieve any particular outcome as a result of owning any BAD BANDIT NFT. BANDIT reserves the right, at its sole discretion, to restrict, limit, or deny any Perks to any Collector, including to limit the period of time when a Perk is available, for any reason, at any time. Perks are not intended to be an endorsement of any project, creator, NFT, individual or any other thing, and BANDIT makes no recommendation and provides no investment advice in connection with any Perks or otherwise as a result of holding or owning the BAD BANDIT NFT.

### **4. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify BANDIT of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. BANDIT will not be liable for any loss or damage arising from your failure to comply with this Section.

### **5. CONNECTING YOUR WALLET**

In order to access and use the Services, including engaging in a Transaction on the Services, you must connect your account to your digital wallet supported on MetaMask, WalletConnect, or other wallet extensions or gateways as allowed on the Services. Such digital wallets allow you to purchase, store, and engage in transactions using the native Ethereum cryptocurrency, ETH. When you link your cryptocurrency wallet, you understand and agree that you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication credentials, private or public cryptocurrency keys, non-fungible tokens, or cryptocurrencies that are stored in or are accessible through

your wallet. Any unauthorized access to your cryptocurrency wallet by third parties could result in the loss or theft of BAD BANDIT NFTs and/or funds held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s). BANDIT is not responsible for managing and maintaining the security of your cryptocurrency wallet. BANDIT has no responsibility or liability to you for any unauthorized access to or use of your cryptocurrency wallet or if you are unable to locate your credentials. If you notice any unauthorized or suspicious activity in your cryptocurrency wallet that seems to be related to the Services, please notify us immediately.

## **6. SALE OF BAD BANDIT NFT**

When each BAD BANDIT NFT is sold for the first time, the agreement for sale is between BANDIT and the Initial Purchaser. If the Initial Purchaser decides to sell a BAD BANDIT NFT (“Secondary Sale”), then BANDIT is not a party to any agreement between the applicable buyer, seller, or facilitator of the Secondary Sale.

If you or any owner of a BAD BANDIT NFT (“Collector”) sells or transfers a BAD BANDIT NFT to another collector, (a) you, as Collector, represent and warrants that you will notify the subsequent collector of these Terms and require the subsequent collector to comply with these Terms, (b) the Collector License (as defined below) as set forth herein will automatically transfer to such subsequent collector, and such other collector will be deemed the “Collector” (for purposes of such BAD BANDIT NFT and the Collector License to the underlying NFT IP (as defined below)) and will be subject to these Terms, and (c) you, as the seller or transferor of such BAD BANDIT NFT, will cease to have any further rights to such BAD BANDIT NFT or underlying NFT IP.

By placing an order on the Site or through the Services (including by bidding in an auction), you agree that you are submitting a binding offer to purchase a BAD BANDIT NFT, you agree to pay all applicable fees associated with the Transaction, and you authorize BANDIT to automatically charge and collect such fees from your payment instrument or wallet. If you are an Initial Purchaser, then all amounts due are to be paid to BANDIT. If you are not the Initial Purchaser of a BAD BANDIT NFT, then amounts may be paid to the seller of such BAD BANDIT NFT.

You acknowledge and agree that BANDIT receives 7.5% of every Secondary Sale of a BAD BANDIT NFT (“Royalty”). BANDIT has the right to collect Royalties for BANDIT sales in perpetuity. As such, if you sell a BAD BANDIT NFT on a third-party marketplace, you agree to include a statement substantially similar to the following in the description of the NFT: “7.5% Royalty Applies. See BAD BANDIT NFT Terms of Use for details.”

No refunds are permitted except with respect to any statutory warranties or guaranties that cannot be excluded or limited by law.

## **7. TAXES**

You are responsible for any and all sales, use, value-added, and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with your use of the Services, Perks, or BAD BANDIT NFTs (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, or sale of a BAD BANDIT NFT).

## **8. BANDIT INTELLECTUAL PROPERTY RIGHTS**

You acknowledge and agree that the Services may contain content or features (“Services Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by BANDIT, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Services Content, in whole or in part. Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited.

BANDIT's name and logos are trademarks and service marks of BANDIT (collectively the “BANDIT Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to BANDIT. Nothing in these Terms or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of BANDIT Trademarks displayed on the Services,

without BANDIT's prior written permission in each instance. All goodwill generated from the use of BANDIT Trademarks will be inure to our exclusive benefit.

## **9. YOUR INTELLECTUAL PROPERTY RIGHTS**

You acknowledge and agree that BANDIT (or, as applicable, its licensors) owns all legal rights, title, and interest in all intellectual property rights of the content underlying BAD BANDIT NFTs ("NFT IP"), including but not limited to copyrights and trademarks in the NFT IP. As the copyright owner, BANDIT has the exclusive right to reproduce, prepare derivatives of, distribute, display, perform and otherwise exercise and exploit the NFT IP, subject to Collector Licenses.

Subject to continued compliance with these Terms, BANDIT grants Collector a limited, worldwide, non-assignable and non-transferable (except as part of a Secondary Sale), non-sublicensable, royalty-free license to display the NFT IP solely for the Collector's non-commercial purposes (except as expressly permitted herein), including the right to display such NFT IP privately or publicly: (i) for the purpose of promoting or sharing the Collector's purchase of, ownership of, or interest in such BAD BANDIT NFT, (ii) for the purpose of sharing, promoting, discussing, or commenting on such BAD BANDIT NFT or NFT IP; (iii) on third party marketplaces, exchanges, platforms, or applications in association with a Transaction of the BAD BANDIT NFT; and (iv) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments (the "Collector License"). While the Collector has the right to sell, trade, transfer, or use their BAD BANDIT NFT, the Collector may not make commercial use of the NFT IP.

## **10. No Investment Advice; Investment Risks**

The information on this Site and any information provided in connection with the Services or Perks are provided to BAD BANDIT NFT owners only and for information only and do not constitute, and should not be construed as, investment advice or a recommendation to buy, sell, or otherwise transact in any digital asset including any products or services or an

invitation, offer or solicitation to engage in any investment activity with respect to any digital asset.

The information on this Site and any information provided in connection with the Services or Perks provided to BAD BANDIT NFT owners are provided solely on the basis that you will make your own investment and trading decisions, and BANDIT does not take account of any person's investment objectives, particular needs, or financial situation. In addition, nothing on this Site or any information provided in connection with the Services or Perks provided to BAD BANDIT NFT owners shall, or is intended to, constitute financial, legal, accounting, or tax advice. It is strongly recommended that you seek professional investment advice before making any investment decision. Any investment decision that you make should be based on an assessment of your risks in consultation with your investment adviser.

The digital assets about which information is provided on the Site and any information provided in connection with the Services or Perks provided to BAD BANDIT NFT owners are not viewed by the issuer or sponsor of any such digital assets, or those buying or selling the digital asset, as securities under U.S. laws or relevant applicable laws. As a result, it is unlikely that fulsome disclosures from the issuer or sponsor, or any executive officer associated with the digital asset or related protocol have been provided, and others may have better or more information than the information made available to you via the Site, any information provided in connection with the Services or Perks provided to BAD BANDIT NFT owners or to which you may independently have access.

There are risks associated with purchasing and holding digital assets. Loss of the full amount of the purchase price is possible. Volatility is highly likely, and some of the protocols and platforms may fail entirely due to forking, flaws in the code, hacking, or other malicious attacks.

THESE TERMS DO NOT REPRESENT A COMPLETE STATEMENT OF RISK FACTORS ASSOCIATED WITH THE DIGITAL ASSETS OR PRODUCTS THAT MAY BE VIEWED OR TRACKED ON THIS SITE OR THAT MAY BE FEATURED OR DISCUSSED IN CONNECTION WITH THE SERVICES OR PERKS FOR BAD BANDIT NFT OWNERS. YOU SHOULD CONSIDER THESE RISK WARNINGS CAREFULLY AND TAKE APPROPRIATE

ADVICE BEFORE TAKING ANY DECISION TO PURCHASE OR TRADE A DIGITAL ASSET.

## **11. RESTRICTIONS**

You agree that you will not, and will not permit any third party to, do or attempt to do any of the following without the BANDIT's express prior written consent in each case:

- interfere with or disrupt the Services or servers or networks connected to the Services in any manner that could negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- violate any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity;
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services;
- use the Services or any BAD BANDIT NFT or NFT IP to advertise or offer to sell or buy any goods or services for any purpose that is not specifically authorized herein;
- use the Services or any BAD BANDIT NFT or NFT IP to further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism; or
- use the Services or any BAD BANDIT NFT or NFT IP to carry out financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments.

## **12. PRIVACY**

Our Privacy Policy is a part of these Terms. Please review the Privacy Policy, which also governs the Services and informs users of our data collection practices.

## **13. RISKS**

Please note the following risks in accessing, purchasing, selling, or using BAD BANDIT NFTs: The price and liquidity of blockchain assets, including BAD BANDIT NFTs, are extremely volatile and may be subject to large fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect BAD BANDIT NFTs, which may also be subject to significant price volatility. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of BAD BANDIT NFTs. BAD BANDIT NFTs are not legal tender and are not backed by any government. Transactions of BAD BANDIT NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some Transactions of BAD BANDIT NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the Transaction. The value of BAD BANDIT NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for BAD BANDIT NFTs, which may result in the potential for a permanent and total loss of value of a particular BAD BANDIT NFT.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding BAD BANDIT NFTs, including the suitability and appropriateness of, and investment strategies for, BAD BANDIT NFTs. You agree and understand that you access and use the Services, BAD BANDIT NFTs, NFT IP, and Perks at your own risk; however, this brief statement does not disclose all of the risks associated with BAD BANDIT NFTs and other digital assets. You agree and understand that BANDIT will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using BAD BANDIT NFTs, however, caused.

## **14. DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICES, BAD BANDIT NFTs, NFT IP AND PERKS IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY BANDIT, THE SERVICES, PERKS, SERVICES CONTENT, AND ANY AND ALL BAD BANDIT NFTs AND NFT IP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS

WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

BANDIT AND ITS affiliates and their respective officers, employees, representatives, directors, and agents (COLLECTIVELY, "REPRESENTATIVES") MAKE NO WARRANTY THAT (I) THE SERVICES, BAD BANDIT NFTs, NFT IP, OR PERKS WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES, BAD BANDIT NFTs, NFT IP OR PERKS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, BAD BANDIT NFTs, NFT IP OR PERKS WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY SERVICES, BAD BANDIT NFTs, NFT IP OR PERKS, OR ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES, BAD BANDIT NFTs OR PERKS WILL MEET YOUR EXPECTATIONS.

BANDIT AND ITS REPRESENTATIVES 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 SERVICES, BAD BANDIT NFTs, NFT IP, OR PERKS. BANDIT DOES NOT REPRESENT OR WARRANT THAT SERVICE CONTENT IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

BAD BANDIT NFTs ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT BANDIT CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY BAD BANDIT NFT.

## **15. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BANDIT OR ITS REPRESENTATIVES 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 SITE, THE SERVICES,

SERVICES CONTENT, BAD BANDIT NFTs, NFT IP, PERKS OR THIRD PARTY SITES AND PRODUCTS, 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, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE, THE SERVICES, SERVICES CONTENT, BAD BANDIT NFT, NFT IP, PERKS, OR THIRD PARTY SITES AND PRODUCTS ARE 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 BANDIT OR ANY OF ITS REPRESENTATIVES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SITE, THE SERVICES, SERVICES CONTENT, BAD BANDIT NFT, NFT IP OR PERKS EXCEED \$100.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, BAD BANDIT NFTs, NFT IP, OR PERKS OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

## **16. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless BANDIT and its Representatives (collectively, the “Indemnitees”), 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 pursuing indemnification and insurance), of every kind and nature whatsoever, 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 Site, the Services, Services Content, BAD BANDIT NFTs, NFT IP or Perks, (b) your violation of these Terms, or (c) your violation of the rights of a third party, including another User. You agree to promptly notify BANDIT of any third-party Claims and cooperate with the applicable Indemnitee in defending such Claims. You further agree that the Indemnitees shall have the right to control 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 WRITTEN AGREEMENT BETWEEN YOU AND US.

## **17. TERMINATION RIGHTS**

You agree that BANDIT, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services or Perks and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if BANDIT believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services or Perks may be referred to appropriate law enforcement authorities. BANDIT may also in its sole discretion and at any time discontinue providing the Services or Perks, or any part thereof, with or without notice. You agree that any termination of your access to the Services or Perks under any provision of these Terms may be effected without prior notice, and acknowledge and agree that BANDIT may immediately deactivate or delete your account and all related information and files in your account and/or bar any

further access to such files or the Services or Perks. Further, you agree that BANDIT will not be liable to you or any third party for any termination of your access to the Services or Perks.

## **18. DISPUTES WITH OTHER USERS OR COLLECTORS**

You agree that you are solely responsible for your interactions with any other Users and Collectors in connection with the Services, BAD BANDIT NFTs, and Perks, and BANDIT will have no liability or responsibility with respect thereto. BANDIT reserves the right but has no obligation, to become involved in any way with disputes between you and any other User or Collector.

## **19. DISPUTE RESOLUTION BY BINDING ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- **Agreement to Arbitrate**

This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and BANDIT, whether arising out of or relating to these Terms (including any alleged breach thereof), the Services, BAD BANDIT NFTs, Perks, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and BANDIT are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- **Prohibition of Class and Representative Actions and Non-Individualized Relief**  
***YOU AND BANDIT AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST***

**THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND BANDIT AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.**

- **Pre-Arbitration Dispute Resolution**

BANDIT is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing BANDIT at [admin@bandit.network](mailto:admin@bandit.network). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If BANDIT and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or BANDIT may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by BANDIT or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or BANDIT is entitled.

- **Arbitration Procedures**

The arbitration will be conducted by a neutral arbitrator in accordance with the Panama Arbitration Association's rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the

scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless BANDIT and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, BANDIT agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- **Costs of Arbitration**

Payment of all filing, administration and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules unless otherwise provided in this Arbitration Agreement. To the extent, any Arbitration Fees are not specifically allocated to either BANDIT or you under the AAA Rules, BANDIT and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, BANDIT will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, BANDIT will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

- **Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

- **Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.

- **Future Changes to Arbitration Agreement**

Notwithstanding any provision in these Terms to the contrary, BANDIT agrees that if it makes any future change to this Arbitration Agreement while you are a User of the Services, you may reject any such change by sending BANDIT notice within thirty (30) calendar days of the change to the electronic address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **20. NOTICE FOR CALIFORNIA USERS**

Notice for California Users Under California Civil Code Section 1789.3, Users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted via email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **21. SEVERABILITY**

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties'

intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

## **22. ASSIGNABILITY**

You may not assign the Terms without the prior written consent of BANDIT, but BANDIT may assign or transfer these Terms, in whole or in part, without restriction.

## **23. GOVERNING LAW**

These Terms will be governed by the laws of Panama without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and BANDIT submit to the personal and exclusive jurisdiction of the state and federal courts located within Panama.

## **24. MISCELLANEOUS**

These Terms constitute the entire agreement between you and BANDIT and govern your use of the Services, BAD BANDIT NFTs, NFT IP, and Perks, superseding any prior agreements between you and BANDIT with respect thereto. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content, or third-party software. The failure of BANDIT to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services, any BAD BANDIT NFT, any Perks, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Notices to you may be made via either email or regular mail. BANDIT may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Services.