

Terms of Use

Last updated: July 14, 2022

1. Introduction

Welcome to Bandit.network. These Terms of Service (“Terms”) govern your access to and use of the Bandits website(s), our APIs, and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view and explore, and create NFTs, interact with web3 platforms, and use our tools, at your own discretion, to connect directly with others to purchase, sell, or transfer NFTs on public blockchains (collectively, the “Service”). “NFT” in these Terms means a non-fungible token or similar digital item implemented on a blockchain (such as the Ethereum blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

For purposes of these Terms, “user,” “you,” and “your” means you as the user of the Service. If you use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 14 BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

BY CONNECTING YOUR WALLET TO AND/OR USING OUR 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.

We are not a wallet provider, exchange, broker, financial institution, or creditor. We aggregate other web3 marketplaces to help users discover NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs. To use certain aspects of our Service, you must use a third-party wallet that allows you to engage in transactions on blockchains.

We are not a party to any agreement between any users. You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Service and we make no claims about the identity,

legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

We reserve the right to change or modify these Terms at any time and at our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by 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, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

2. Accessing the Service

Like much of web3, your blockchain address functions as your identity when you use the Service. Accordingly, you will need a blockchain address and a third-party wallet to use certain aspects of the Service.

By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with Bandit, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised.

You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you have not been identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access and use of the Service in such country, territory or jurisdiction does not violate any applicable laws.

We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, we, in our sole discretion, may disable and block your ability to access

the Service until we are able to process such additional information and documents. If you do not provide complete and accurate information in response to such a request, we may refuse to restore your access to the Service.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that we, in our sole discretion, may elect to take.

We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use the Service through a parent or guardian's approval and oversight. That parent or guardian is responsible for your actions using the Service. It is prohibited to use our Service if you are under 13 years old.

3. Ownership

The Service, including its "look and feel" (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, our logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of Bandit or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

Our name, logo, trademarks, and any of our product or service names, designs, logos, and slogans are the intellectual property of Bandit or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other "hidden text" utilizing "Bandit" or any other name, trademark or product or service name of Bandit or our affiliates or licensors without our prior written permission. In addition, the "look and feel" of the Service constitutes our service mark, trademark or trade dress and may not be copied, imitated or used, in whole or in part, without our prior written permission.

All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed 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 intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply our endorsement, sponsorship, or recommendation.

We welcome feedback, comments, and suggestions for improvements to the Service (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that we may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to us any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights, and any and all other intellectual property right) that you may have in and to any and all Feedback.

4. License to Access and Use Our Service and Content

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Service provided, however, that such license is subject to your compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Service as permitted by these Terms, provided that your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

5. Third-Party Content and Services

As a web3 marketplace aggregation service, we help you explore NFTs created by third parties and interact with different blockchains. We do not make any representations or warranties about this third-party content visible through our Service, including any content associated with NFTs displayed on the Service, and you bear responsibility for verifying the legitimacy, authenticity, and legality of NFTs that you purchase from third-party sellers. We also cannot guarantee that any NFTs visible on the Service will always remain visible and/or available to be bought, sold, or transferred.

NFTs may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT (“Purchase Terms”). For example, when you click to get more details about any of the NFTs visible on the Service, you may notice a third party link to the creator’s website. Such website may include Purchase Terms governing the use of the NFT that you will be required to comply with. We are not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms.

The Service may also contain links or functionality to access or use third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties (“Third-Party Materials”). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under our control and may be “open” applications for which no recourse is possible. We are not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. We provide links to these Third-Party Websites and Third-Party Applications only as a convenience and we do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

6. User Conduct

To protect our community and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include: removing the ability to view certain NFTs on the Service or use our Service to interact with the NFTs; disabling the ability to use the Service in conjunction with buying/selling/transferring NFTs available on blockchains; disabling your ability to access our Service, and/or other actions.

You agree that you will not violate any law, contract, intellectual property, or other third-party rights and that you are solely responsible for your conduct and content while accessing or using the Service. You also agree that you will not:

- Use or attempt to use another user’s wallet without authorization from such user;
- Pose as another person or entity;
- Access the Service from a different blockchain address if we’ve blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;
- Distribute spam, including through sending unwanted NFTs to other users;
- Use the Service - including through disseminating any software or interacting with any API - that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to us;

- Use any data mining, 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;
- Reverse engineer, duplicate, decompile, disassemble, or decode 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;
- Sell or resell the Service;
- Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that we might use to sort search results;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- Use the Service for money laundering, terrorist financing, or other illicit finance;
- Access or allow others to use the Service if you or they (a) are identified on the Office of Foreign Assets Control's Specially Designated Nationals List,
- (b) are placed on the U.S. Department of Commerce's Denied Persons List or Entity List or any other U.S. export control list, (c) are located in a country subject to comprehensive U.S. trade sanctions, (d) are prohibited by applicable law from doing so, or (e) have had your or their access to the Services suspended or disabled. You will not, and will not allow others to, use or access the Service in any manner that violates applicable law, including all applicable export control and trade sanctions laws of any applicable governmental authority;
- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, selling, or buying securities, commodities, options, or debt instruments;
- Use the Service to create, sell, or buy NFTs or other items that give owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- Infringe or violate the intellectual property rights or any other rights of others;
- Create or display illegal content, such as content that may involve child sexual exploitation;
- Create or display NFTs or other items that promote suicide or self-harm, incite hate or violence against others, or doxes another individual;

- Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

Finally, by using the Service, you understand the importance of DYOR - doing your own research. You bear full responsibility for verifying the authenticity, legitimacy, identity, and other details about any NFT, collection, or account that you view or otherwise interact with in conjunction with our Service. We make no guarantees or promises about the identity, legitimacy, or authenticity of any NFT, collection, or account on the Service.

7. Intellectual Property Rights

You are solely responsible for your use of the Service and for any information you provide, including compliance with applicable laws, rules, and regulations, as well as these Terms, including the User Conduct requirements outlined above.

By using the Service in conjunction with creating, submitting, posting, promoting, or displaying content, or by complying with our metadata standards in your metadata API responses, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you submit or post on or through the Service for our current and future business purposes, including to provide, promote, and improve the Service. This includes any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Service.

We do not claim that submitting, posting, or displaying this content on or through the Service gives us any ownership of the content. We're not saying we own it. We're just saying we might use it and show it off a bit.

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 content that you create, submit, post, promote, or display on or through the Service. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above, and that the content does not violate any laws.

Bandit is an aggregator of web3 marketplaces. To that end, any Digital Millennium Copyright Act (“DMCA”) takedown notices and/or other intellectual property infringement claims should be directed to the underlying web marketplace(s).

8. Indemnification

By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold us harmless, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “Bandit Parties”), from and against all actual or alleged 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 Service, content, NFTs, or content linked to or associated with any NFTs (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, including another user or third-party, and (e) your negligence or wilful misconduct. You agree to promptly notify us of any Claims and cooperate with the Bandit Parties in defending such Claims. You further agree that the Bandit Parties shall have control of the defense or settlement of any 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.

9. Disclaimers

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WE EXPRESSLY DISCLAIM WARRANTIES OR

CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY FOR WHETHER 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. WE DISCLAIM 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. 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 WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, CONTENT LINKED TO OR ASSOCIATED WITH ANY NFTS, OR ANY NFTS YOU INTERACT WITH USING OUR SERVICE OR OUR SERVICE

PROVIDERS' SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM THE Bandit PARTIES OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. 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.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.

NFTS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM NETWORK). ANY TRANSFERS OR SALES OCCUR ON THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM). Bandit AND/OR ANY OTHER BANDIT PARTY CANNOT EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS.

NO BANDIT PARTY IS RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTS. NO BANDIT PARTY IS RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE NFTS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

10. Assumption of Risk

You accept and acknowledge:

- The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of the cryptocurrency can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those

ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs.

- The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.
- You are solely responsible for determining what, if any, taxes apply to your transactions. We are not responsible for determining the taxes that apply to your NFTs.
- There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.
- We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and we have no ability to reverse any transactions on the blockchain.
- There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or any Blockchain network, however caused.
- The Service relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- We do not control other web3 services you may interact with by using our Service, and cannot control the functionality of their sites or platforms, including the operation of such sites or platforms or the ability of our Service to interact with such sites and platforms.
- We reserve the right to hide collections, contracts, and items affected by any of these issues or by other issues. Items you purchase may become inaccessible on Bandit. Under no circumstances shall the inability to view items on Bandit or an inability to use the Service in conjunction with the

purchase, sale, or transfer of items available on any blockchains serve as grounds for a claim against Bandit.

- If you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL WE OR OUR SERVICE PROVIDERS 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 OR THE SERVICE, PRODUCTS 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, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICE. ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS 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 OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, OR ANY OF OUR PRODUCTS OR SERVICES EXCEED \$100. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

12. Privacy Policy

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

13. Modifications to the Service

We reserve the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Service (or any features or parts thereof) at any time and without liability as a result.

14. 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, 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 support@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. If the value of the relief sought is \$75,000 or less, at your request, Bandit will pay all Arbitration Fees. If the value of the relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the 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 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).

15. Governing Law and Venue

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.

16. Termination

If you breach any of the provisions of these Terms, all licenses granted by us will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your ability to access or use the Service (or any part of the foregoing) 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.

17. Severability

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.

18. California Residents

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

19. Export Laws

You agree that you will not export or re-export, directly or indirectly, the Service, and/or other information or materials provided by us hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

20. Survival

All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by either us or you. Termination will not limit any of our other rights or remedies at law or in equity.

21. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your access to and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

You are responsible for compliance with applicable local laws. You and Bandit agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

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.