

# Terms Of Service

Last Updated: August 22, 2022

## 1. Introduction

Welcome to Comoco, owned and operated by Comoco Labs, Inc. (“**Comoco**,” “**we**,” “**us**”, or “**our**”). These Terms of Service (“Terms”) govern your access to and use of the Comoco website(s), our APIs, mobile app (the “App”), and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and create NFTs 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 18 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 CLICKING TO ACCEPT 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 reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes by sending an email, providing a notice through the Website or our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, any modifications are effective immediately, and your continued use of the Website or our Services will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

## **2. Privacy Policy**

For information about how we collect, use, share or otherwise process information about you, please see our Privacy Policy available at <https://comoco.xyz/privacy> .

## **3. Accessing the Services and Your User Account**

- 3.1.** In order to use our Services, you must meet the following eligibility criteria:
  - 3.1.1.** You must not be located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country;
  - 3.1.2.** You are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, "Sanctions");
  - 3.1.3.** You are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction;
  - 3.1.4.** You further covenant that the foregoing shall be true during the entire period of this agreement. 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;
  - 3.1.5.** 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;
  - 3.1.6.** 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 Comoco through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.
- 3.2.** You need to register for an account to access our Services. When you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. You must not permit others to use your account credentials. You are responsible for the activities of any users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.
- 3.3.** Your Account on Comoco will be associated with your linked blockchain address and display the NFTs for that blockchain address (and, if applicable, any content associated with such NFTs). 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 Comoco, and Comoco does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. Comoco accepts no

responsibility for, or liability to you, in connection with your use of a wallet and makes 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 your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account.

#### **4. Assumption of Risk**

You accept and acknowledge:

- 4.1.** The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of 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.
- 4.2.** 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.
- 4.3.** 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.
- 4.4.** You are solely responsible for determining what, if any, taxes apply to your transactions. Comoco is not responsible for determining the taxes that apply to your NFTs.
- 4.5.** 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.
- 4.6.** 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 Comoco has no ability to reverse any transactions on the blockchain.
- 4.7.** 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 or Account. You accept and acknowledge that Comoco 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.

- 4.8. 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.
- 4.9. Comoco reserves 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 Comoco. Under no circumstances shall the inability to view items on Comoco 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 Comoco.
- 4.10. 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.

## **5. License to Services and Ownership**

Our Services, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by Comoco or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Services for your own personal, noncommercial use. Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

## **6. Third-Party Content and Services**

Comoco helps you explore NFTs created by third parties and interact with different blockchains. Comoco does 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 Comoco will always remain visible and/or available to be bought, sold, or transferred.

## **7. Suspension of Account.**

We have the right to immediately suspend your account, pause or cancel your access to our Services, or close your account if we suspect, in our sole discretion, that

- 7.1.** Your account is being used for money laundering, to evade sanctions or to engage in illegal activity,
- 7.2.** You have concealed or provided false identification information or other details,
- 7.3.** You have engaged in fraudulent activity, or
- 7.4.** You have engaged in transactions in violation of these Terms.

## **8. User Conduct**

- 8.1.** You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:
  - 8.1.1.** Use or attempt to use another user's Account without authorization from such user;
  - 8.1.2.** Pose as another person or entity, or use a wallet to engage in a transaction on Comoco that is owned or controlled, in whole or in part, by any other person;
  - 8.1.3.** Claim an Comoco username for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in name squatting;
  - 8.1.4.** 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;
  - 8.1.5.** Distribute spam, including through sending unwanted NFTs to other users;
  - 8.1.6.** 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;
  - 8.1.7.** 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 Comoco;
  - 8.1.8.** Use our Service for commercial purposes inconsistent with these Terms or any other instructions;
  - 8.1.9.** 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;

- 8.1.10.** 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;
- 8.1.11.** Sell or resell the Service or attempt to circumvent any Comoco fee systems;
- 8.1.12.** 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 Comoco might use to sort search results;
- 8.1.13.** 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);
- 8.1.14.** Use the Service for or in connection with money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that applies to you or to Comoco;
- 8.1.15.** Use the Service, directly or indirectly, for, on behalf of, or for the benefit of, (a) any natural or legal person that is the subject of Sanctions; (b) any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; or (c) any legal person owned or controlled, directly or indirectly, by any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction.
- 8.1.16.** Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;
- 8.1.17.** 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;
- 8.1.18.** Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- 8.1.19.** Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- 8.1.20.** Infringe or violate the intellectual property rights or any other rights of others;
- 8.1.21.** Create or display illegal content, such as content that may involve child sexual exploitation;
- 8.1.22.** Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual;
- 8.1.23.** 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;
- 8.1.24.** Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

- 8.2. We allow users to post NSFW content, but that content and other associated material is subject to being marked NSFW and may be handled differently than non-NSFW content in navigation menus and search results.
- 8.3. 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.

## 9. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

## 10. Trademarks

Comoco and our logos, our product or service names, our slogans and the look and feel of our Services are trademarks of Comoco and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

## 11. 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 Comoco's 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.

Comoco does not claim that submitting, posting, or displaying this content on or through the Service gives Comoco 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 Comoco the license described above, and that the content does not violate any laws.

## **12. DMCA Notice and Procedure for Copyright Infringement Claims.**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- 12.1.** an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- 12.2.** a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 12.3.** identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- 12.4.** your address, telephone number, and email address;
- 12.5.** a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 12.6.** a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via Discord at <https://discord.gg/comoco> or write to us by email at [legal@comoco.xyz](mailto:legal@comoco.xyz).

- 13. Communication Preferences.** By creating an Account, you consent to receive electronic communications from Comoco (e.g., via email, push notification, text messages, or other types of messages). These communications may include notices about your Account (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service and you may opt out of these communications through the Service or through your mobile device's operating system (with the possible exception of important service announcements and administrative messages) by following the unsubscribe instructions provided.

## **14. 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 harmless Comoco, 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 “Comoco Parties”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, taxes, 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 Comoco of any Claims and cooperate with the Comoco Parties in defending such Claims. You further agree that the Comoco 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 COMOCO.

**15. 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 COMOCO EXPRESSLY DISCLAIMS WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMOCO (AND ITS 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. COMOCO DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. COMOCO 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 COMOCO ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, COMOCO CANNOT AND DOES 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 COMOCO 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 COMOCO 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). COMOCO AND/OR ANY OTHER COMOCO PARTY CANNOT EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS.

NO COMOCO 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 COMOCO 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.

## **16. Limitation Of Liability**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **17. Termination**

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **18. Dispute Resolution; Arbitration**

**18.1. Dispute Resolution.** Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Comoco and limits the manner in which you can seek relief from us. This section does not govern disputes between users or between users and third parties. Comoco does not provide dispute resolution services for such disagreements and the parties must resolve those disputes directly.

**18.2. Applicability of Arbitration Agreement.** You agree that any dispute, controversy, or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Comoco, will be resolved by binding arbitration, rather than in court, including threshold

questions of the arbitrability of such dispute, controversy, or claim except that (1) you or Comoco may assert claims in small claims court, but only if the claims qualify, the claims remain only in such court, and the claims remain on an individual, non-representative, and non-class basis; and (2) you or Comoco may seek injunctive or equitable relief in a court of proper jurisdiction if the claim relates to intellectual property infringement or other misuse of intellectual property rights.

**18.3. Dispute resolution process.** You and Comoco both agree to engage in good-faith efforts to resolve disputes prior to either party initiating an arbitration, small claims court proceeding, or equitable relief for intellectual property infringement. You must initiate this dispute resolution process by sending a written notice of your claim (“Notice”) to Comoco by email at [legal@comoco.xyz](mailto:legal@comoco.xyz) or by sending a letter describing the nature of your claim and desired resolution to: Comoco, Attn: Comoco Legal, 800 Bellevue Way NE, Wework Bellevue, Bellevue, WA 98004, USA. Both parties agree to meet and confer personally, by telephone, or by videoconference (hereinafter “Conference”) to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation. If you are represented by counsel, your counsel may participate in the Conference as well, but you agree to fully participate in the Conference. Likewise, if Comoco is represented by counsel, its counsel may participate in the Conference as well, but Comoco agrees to have a company representative fully participate in the Conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process and Conference required by this paragraph. If the parties do not reach agreement to resolve the dispute within thirty (30) days after initiation of this dispute resolution process, either party may commence arbitration, file an action in small claims court, or file a claim for injunctive or equitable relief in a court of proper jurisdiction for matters relating to intellectual property infringement, if the claims qualify.

**18.4. Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding after participating in the dispute resolution process, you must send a written notice of your claim (“Notice”) to Comoco by email at [legal@comoco.xyz](mailto:legal@comoco.xyz) or send a letter requesting arbitration and describing your claim to our registered agent at Comoco, Attn: Comoco Legal, 800 Bellevue Way NE, Wework Bellevue, Bellevue, WA 98004, USA. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and the JAMS Consumer Minimum Standards then in effect; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards then in effect. JAMS’s rules are available at [jamsadr.com](http://jamsadr.com) or by calling JAMS at 800-352- 5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the

arbitrator finds that you cannot afford to pay JAMS filing, administrative, hearing, and/or other fees and cannot obtain a waiver from JAMS, Comoco will pay them for you if you complied with the dispute resolution process set forth above. In addition, Comoco will reimburse all such JAMS filing, administrative, hearing, and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous or you did not comply with the dispute resolution process set forth above, except that if you have initiated the arbitration claim, you will still be required to pay the lesser of \$250 or the maximum amount permitted under the JAMS Rules for arbitration claims initiated by you. You are still responsible for all additional costs that you incur in the arbitration, including without limitation, fees for attorneys or expert witnesses. You may choose to have the arbitration conducted by telephone or videoconference, based on written submissions, in person in your hometown area (if you live in the United States), or at another mutually agreed upon location that is reasonably convenient to you. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- 18.5. Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Comoco. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- 18.6. Waiver of Jury Trial.** YOU AND COMOCO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Comoco are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the second bullet of this Section 18, above ("Applicability of Arbitration Agreement"). An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- 18.7. Waiver of Class Actions and Class Arbitrations.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE

ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE (INCLUDING, WITHOUT LIMITATION, PAGA) OR COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and Comoco agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in Santa Clara County in the State of California. All other claims shall be arbitrated.

- 18.8. Severability.** Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- 18.9. Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Comoco.
- 18.10. Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if Comoco makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to Comoco by email at [legal@comoco.xyz](mailto:legal@comoco.xyz) or by sending a letter to Comoco at the following address: Comoco, Attn: Comoco Legal, 800 Bellevue Way NE, Wework Bellevue, Bellevue, WA 98004, USA.

## **19. Governing Law and Venue**

These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with the laws of the State of California (without regard to conflict of law rules or principles of the State of California, or any other jurisdiction that would cause the application of the laws of any other jurisdiction). Any dispute between the parties that is not subject to arbitration as set forth in Section 18 or cannot be heard in small claims court, shall be resolved in the state or federal courts of Santa Clara County in the State of California, and the United States, respectively, sitting in the State of California.

## **20. Changes To Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time

to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

## **21. Termination**

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **22. 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.

## **23. 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.

## **24. 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 Comoco 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. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You are

responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

**25. Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

**26. Miscellaneous**

These Terms constitute the entire agreement between you and Comoco relating to your access to and use of the Service. The section titles in these Terms are for convenience only and have no legal or contractual effect. 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 agree that communications and transactions between us may be conducted electronically. These Terms may not be transferred, assigned or delegated by you, by operation of law or otherwise, without our prior written consent, and any attempted transfer, assignment or delegation without such consent will be void and without effect. We may freely transfer, assign or delegate these Terms or our Services, in whole or in part, without your prior written consent.

The Service is operated by us in the United States. Those who choose to access the Service from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. You and Comoco 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.