

## **Garage.XYZ, Inc. Terms and Conditions of use**

**Last Updated February [•], 2022**

Garage.XYZ, Inc. (Garage,” “we,” “us,” or “our”) welcomes you to our digital marketplace. your access to and use of our digital marketplace and related services including, without limitation, our website and our server at discord.gg/garage (collectively, the “Platform”) are governed by these terms and conditions of use (these “Terms,” “Terms of Use,” or “Agreement”).

By using this Website or otherwise by browsing the public areas of the Platform or accessing and using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of our Privacy Notice [[link](#)], which are hereby incorporated by reference. We may update these Terms of Use from time to time, and if you accept the modified terms or otherwise access or use the Platform after such modified terms go into effect, you will be deemed to have agreed to the modified terms. If you do not agree to any of these terms, then you are not permitted to use the Platform.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.**

### **1. DESCRIPTION AND USE OF OUR PLATFORM**

Garage is a distributed Web 3.0 community with a mission to acquire and operate a Formula 1 race team. you can become a Garage member by purchasing digital artworks (NFTs) generated by Garage running on the Ethereum network (a “Garage NFT”). This website is only an interface allowing participants to purchase digital collectibles in the form of non-fungible tokens (“NFTs”) generated by our Platform. NFTs are intangible digital assets that exist only by virtue of the ownership record maintained in the applicable blockchain network. For our Platform, the Ethereum network is being used (the “Ethereum Network”).

In order to become a registered user (“Registered User” or “User”) of the Platform you must establish an account with us (an “Account”) at discord.gg/garage. When creating an Account, you must provide true, accurate, current, and complete information. We are under no obligation to accept any individual or entity as an Account holder, and may accept or reject any registration in our sole and complete discretion.

you must be 18 years of age or older to access the Platform and to purchase a Garage NFT. If you are under 18 years of age, you are not permitted to use the Platform. By accessing the Platform, you represent and warrant that you are at least 18 years of age.

In order to become a Registered User, you must create a user name (“User Name”) and a password (“Password”), and you may be required to provide certain additional information that will assist in authenticating your identity during log-in (“Unique Identifiers” and together with

the User Name and Password, the “Credentials”). Each User Name and corresponding Password can be used by only one individual. you are solely responsible for the confidentiality and use of your Credentials, as well as for any use, misuse, or communications entered through the Platform using your Credentials. you will promptly inform us of any need to deactivate or change your Credentials. We reserve the right to delete or change your Credentials at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. We will not be liable for any loss or damage caused by any use of your account using your Credentials.

By becoming a Registered User, you opt-in to receiving occasional special offer, marketing, survey and Platform-based communication emails from us. you can easily unsubscribe from these commercial emails by following the opt-out instruction in the emails.

## **2. ARTWORK AND NFT OWNERSHIP**

The owner of a digital wallet containing a membership token is the exclusive owner of the Garage NFT. Ownership of the Garage NFT is solely mediated by the Garage Smart Contract and the Ethereum Network: at no point may Garage seize, freeze, or otherwise modify ownership of any Garage NFT. Garage owns and shall retain all right, title, and interest in and to the Artwork (defined below).

**Personal Use.** Subject to your ongoing compliance with these Terms, Garage.XYZ, Inc. grants you a worldwide, royalty-free license to use, copy, and display the artwork contained in your membership token, including any extensions that you choose to create or use, exclusively for the following purposes:

- A. your own personal, non-commercial use;
- B. as part of a marketplace that permits the purchase and sale of your membership token, provided that the marketplace cryptographically verifies an owner’s right to display the artwork contained in their membership token to ensure that only owners display artwork contained in their membership tokens; and
- C. in cooperation with a third-party website, server, application, or similitude that permits inclusion, involvement, or participation of artwork contained in NFTs, provided that the website, server, application, or similitude cryptographically verifies an owner’s right to display the artwork contained in their membership token to ensure that only owners display the artwork contained in their membership tokens and provided that the artwork is no longer visible once the owner leaves the website, server, application, or similitude.

**Commercial Use.** Subject to your ongoing compliance with these Terms, Garage.XYZ, Inc. grants you an unlimited, worldwide license to use, copy, and display the artwork contained in your membership token for the following purpose: creating derivative works based upon the artwork contained in your membership token. Examples of such Commercial Use include: use of the artwork contained in your membership token to produce and sell merchandise displaying copies of the artwork. Specifically, nothing in the Terms shall restrict you from:

- D. owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies an owner’s right to display the

- artwork contained in their membership token to ensure that only owners display the artwork contained in their membership tokens;
- E. owning or operating a third-party website, server, application, or similitude that permits inclusion, involvement, or participation of NFTs generally, provided that the website, server, application, or similitude cryptographically verifies an owner's right to display the artwork contained in their membership token to ensure that only owners display the artwork contained in their membership tokens and provided that the artwork is no longer visible once the owner leaves the website, server, application, or similitude; or
  - F. earning revenue from any of the foregoing.

### **3. GARAGE INTELLECTUAL PROPERTY**

The Platform contains material, such as videos, photographs, software, text, graphics, images, sound recordings, including the Artwork and other material provided by or on behalf of us or our licensors (collectively referred to as the "Content"). The Content may be owned by us or third parties. Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. you must retain all copyright and other proprietary notices contained in the original Content. We reserve the right to remove Content from the Platform at any time for any reason without any notice to you.

The trademarks, service marks, and logos of Garage (the "Garage Trademarks") used and displayed on the Platform are registered and unregistered trademarks or service marks of ours. Other company, product, and service names displayed on the Platform may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with the Garage Trademarks, the "Trademarks"). Nothing herein should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Garage Trademarks inures to our benefit.

If you provide any suggestions, feedback, comments or other input related to the Platform or any enhancements or other improvements of the Platform (collectively, "Feedback"), you hereby assign us all right, title, and interest in and to such Feedback and agree that we may use or otherwise incorporate such Feedback into the Platform or our other products or services, and otherwise use the Feedback in any manner that we choose, without restriction or royalty or attribution of any kind to you or any third party.

### **4. ASSUMPTION OF THE RISK RELATING TO NFTS AND BLOCKCHAIN**

#### **Volatility**

The prices of NFTs are extremely volatile and subjective. NFTs have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your NFTs, which may also be subject to significant price volatility. We cannot

guarantee that any NFTs purchased will retain their original value, as the value of collectibles is inherently subjective and factors occurring outside of the Platform may materially impact the value and desirability of any particular NFT.

### **Inherent Risks**

There are risks associated with using NFTs, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet if you have one. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new laws, rules, regulations, or policies may materially adversely affect the potential utility or value of your NFTs. ANY PURCHASE OR SALE YOU MAKE, ACCEPT OR FACILITATE, WHETHER INSIDE OR OUTSIDE OF THIS PLATFORM, OF AN NFT, WILL BE ENTIRELY AT YOUR RISK. WE DO NOT CONTROL OR ENDORSE PURCHASES OR SALES OF NFTS OUTSIDE OF THIS PLATFORM.

### **Use of Blockchain**

The Garage NFTs exist only by virtue of the ownership record maintained on the Platform's supporting blockchain in the Ethereum Network. We may store the Garage NFTs on our own servers or those of our third-party service providers. Any transfer of Garage NFTs occurs within the supporting blockchain in the Ethereum Network, and not on the Platform. 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 ETHEREUM NETWORK, HOWEVER CAUSED. UPGRADES TO THE ETHEREUM NETWORK, OR A CHANGE IN HOW TRANSACTIONS ARE CONFIRMED ON THE ETHEREUM NETWORK MAY HAVE UNINTENDED, ADVERSE EFFECTS ON ALL BLOCKCHAINS USING THE ETHEREUM NETWORK.

All smart contracts are conducted and occur on the decentralized ledger within the Ethereum Network. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS. WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORK, OR ANY ELECTRONIC WALLET, INCLUDING, BUT NOT LIMITED TO, LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ETHEREUM NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK, OR YOUR ELECTRONIC WALLET, IF ANY, INCLUDING, BUT NOT LIMITED TO, ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR, SUCH AS FORGOTTEN PASSWORDS, PRIVATE KEYS, OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING,

BRUTE-FORCING, OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM, THE ETHEREUM NETWORK, OR ANY ELECTRONIC WALLET.

## **5. USAGE RIGHTS AND RESTRICTIONS**

Subject to the terms and conditions of this Agreement, Garage grants you a limited, non-transferable, non-exclusive, license to access and use the Platforms solely for your personal purposes. Garage may terminate this license at any time for any reason. Further, when using or accessing the Platform, you agree that:

- you will not upload, transmit, or otherwise make available any User Content that:
  - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
  - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence or illegal activity, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
  - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
  
- you will comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful purpose;
  
- you will not access or use the Platform to collect any market research for a competing business;
  
- you will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
  
- you will not interfere with, or attempt to interrupt the proper operation of, the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any Content, data, files, or passwords related to the Platform through hacking, password or data mining, or any other means;
  
- you will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Platform;
  
- you will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Platform;

- you will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission;
- you will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- you will not allow anyone to access and use your account;
- you will not resell, distribute, or sublicense the Platform or use it for the benefit of anyone other than you or your business;
- you will not remove or modify any proprietary markings or restrictive legends placed on the Platform; and
- you will not introduce, post, or upload to the Platform any Harmful Code. As used herein, “Harmful Code” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Platform, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Platform to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of the Platform.

Without limiting the foregoing, you understand that all User Content posted on, transmitted through, or linked from the Platform, is the sole responsibility of the person or entity from which such User Content originated. you understand that Garage does not control, and is not responsible for User Content made available through the Platform, and that by using the Platform, you may be exposed to User Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Garage makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any User Content.

Garage does not and cannot review all User Content or other communications and materials posted to or created by Users accessing the Platform, and is not in any manner responsible for the content of these communications and materials. you acknowledge that by providing you with the ability to view and distribute User Content and other communications and materials on the Platform, Garage is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Platform. However, Garage reserves the right to block or remove communications or materials that it determines to be in violation of the above usage guidelines.

Garage reserves the right, at any time, to modify, suspend, or discontinue the Platform or any part thereof with or without notice. you agree that we will not be liable to you or to any third

party for any modification, suspension, or discontinuance of the Platform or any part thereof. you are free to stop using the Platform at any time.

## **6. FEES AND PAYMENT**

If you purchase a Garage NFT through the Platform, any financial transactions involving you will be conducted solely through the Ethereum network. Garage has no insight into or control over these payments or transactions. Garage has no ability to reverse any transactions. Garage has no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you conduct via the Ethereum network.

Ethereum requires the payment of a transaction fee (a “Gas Fee”) for transactions occurring on the Ethereum network. Payment of a Gas Fee for a transaction involving your wallet is solely your responsibility.

## **7. COMMUNICATIONS WITH AND SUBMISSIONS TO US**

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, ratings, feedback, questions, comments, suggestions, and the like, we shall be free to use any ratings data, ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of the Platform that incorporate such information without compensation or attribution to you.

## **8. NO WARRANTIES; LIMITATION OF LIABILITY**

THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE PLATFORM WILL OPERATE ERROR-FREE, THAT THE PLATFORM, THE SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES RELATING TO THE PLATFORM AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT: (I) YOUR ACCESS TO OR USE OF THE PLATFORM WILL MEET YOUR REQUIREMENTS; (II) YOUR

ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (III) DATA PROVIDED THROUGH THE PLATFORM WILL BE ACCURATE; (IV) THE PLATFORM OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE PLATFORM WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

THE PLATFORM MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE PLATFORM. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE PLATFORM AT ANY TIME WITHOUT NOTICE.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IF YOU HAVE AN ISSUE WITH ANY INTERACTION OR TRANSACTION THAT YOU ENTERED INTO WITH ANOTHER USER OF THE PLATFORM, YOU MUST ADDRESS THAT ISSUE DIRECTLY WITH THE OTHER USER AND NOT WITH US – WE HAVE NO OBLIGATION TO ASSIST IN ANY OF THESE DISPUTES.

THE PRICES OF NFTS ARE VOLATILE, AND FLUCTUATIONS IN PRICES OF OTHER NFTS MAY IMPACT THE PRICE OF YOUR MEMBERSHIP GARAGE NFT. ACCORDINGLY, NFTS SHOULD NOT BE CONSIDERED AN INVESTMENT. FURTHER, YOU ACKNOWLEDGE THAT WE ARE NOT PROVIDING FINANCIAL ADVICE THROUGH THE PLATFORM. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND THAT THE PLATFORM IS APPROPRIATE FOR YOU. BEFORE USING THE PLATFORM YOU SHOULD CONSIDER OBTAINING ADDITIONAL INFORMATION AND ADVICE FROM A FINANCIAL ADVISER.

OWNERSHIP OF A GARAGE NFT THROUGH THE PLATFORM CONFERS OWNERSHIP OF DIGITAL ARTWORK ONLY. ACCORDINGLY, NO INFORMATION ON THIS SITE (OR ANY OTHER DOCUMENTS MENTIONED THEREIN) IS OR MAY BE CONSIDERED TO BE ADVICE OR AN INVITATION TO ENTER INTO AN AGREEMENT FOR ANY INVESTMENT PURPOSE. FURTHER, NOTHING ON THIS SITE QUALIFIES OR IS INTENDED TO BE AN OFFERING OF SECURITIES IN ANY JURISDICTION NOR DOES IT CONSTITUTE AN OFFER OR AN INVITATION TO PURCHASE SHARES, SECURITIES OR OTHER FINANCIAL PRODUCTS. DUE TO THE ARTISTIC NATURE OF THE



PROJECT, GARAGE HAS NOT BEEN REGISTERED WITH OR APPROVED BY ANY REGULATOR IN ANY JURISDICTION. IT REMAINS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE PURCHASE OF THE GARAGE NFT AND THE ASSOCIATED ART IS IN COMPLIANCE WITH LAWS AND REGULATIONS IN YOUR JURISDICTION.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS, WE SHALL NOT BE LIABLE FOR (I) INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM THE ACCESS AND USE OF THE PLATFORM, OR THE INABILITY TO ACCESS AND USE THE PLATFORM, OR (II) DIRECT DAMAGES IN EXCESS OF \$500, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**

you shall indemnify, defend, and hold harmless us, our affiliates, and our and their respective officers, managers, partners, employees, and agents from and against any and all losses, civil penalties, liabilities, damages, judgments, costs, and expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred in connection with any proceeding, claim, or action arising out of or related to (i) your breach of any of your representations, warranties or other obligations set forth in these Terms of Use, (ii) your use or misuse of the Platform, the Content; and/or (iii) your violation of any applicable law or any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **10. EXTERNAL SITES**

The Platform may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites or the products or services made available by or through such External Sites. The External Sites and their content and the product or services made available through the External Sites is provided by third parties and not by us, and we are not responsible for and will have no liability with respect to the foregoing. you should contact the site administrator or webmaster for those External Sites if you have any questions or concerns regarding the External Sites. We encourage you to review the terms of use and privacy policies of all sites that you visit, including, External Sites, prior to use. Always take precautions when downloading files from any website, including External Sites, to protect your computer from viruses and other destructive programs. If you decide to access External Sites, you do so at your own risk.

## **11. COMPLIANCE WITH APPLICABLE LAWS**

The Platform is based in the United States. Due to the current artistic nature of this project, Garage.XYZ, Inc. has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of a Garage NFT and the associated art is in compliance with laws and regulations in your jurisdiction. We make no claims concerning whether the Platform or the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access or use the Platform or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **12. BINDING ARBITRATION**

In the event of a dispute arising under or relating to this Agreement (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 13 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

### **13. CLASS ACTION WAIVER**

you agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### **14. EQUITABLE RELIEF**

you acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. you hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Delaware for purposes of any such action by us.

### **15. CONTROLLING LAW**

This Agreement and any action related thereto will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

### **16. GENERAL**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. No failure or delay by us in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy. This Agreement constitutes the final and complete agreement between you and us regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations, or agreements between us, whether oral or written. you are not permitted to assign or transfer this Agreement, your Credentials, or your

right to access and use the Platform and any attempt to assign will be deemed null and void. This Agreement will be binding and will inure to the benefit of the legal representatives, successors and permitted assigns of the parties hereto. If any provision of this Agreement should, for any reason, be held invalid, prohibited by law or unenforceable in any respect, such term will not apply. However, the remainder of this Agreement shall be enforced to the full extent permitted by law. Headings are for convenience only and shall not be used to limit or interpret the meaning of any of the provisions of the Agreement. Terms which by their nature are intended to survive indefinitely shall survive and shall apply to you even if you have canceled your account or stopped using the Platform, including, without limitation, the limitations of liability, indemnity, and dispute resolution provisions.

## **17. HOW TO CONTACT US**

If you have questions about the Agreement or the Platform, please contact us at [info@mygarage.xyz](mailto:info@mygarage.xyz) and we will be more than happy to listen.

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YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU ARE ENTERING THESE TERMS ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND THE ENTITY TO THESE TERMS.