

Aorist Terms of Service

Last Updated 11/5/2021

Welcome to Aorist!

The following terms of service (the “**Terms**”) form a legal agreement between you and Aorist. These Terms apply to all visitors, users, members, contributors, and others who access the Services (“**you,**” or “**users**”), and hereby incorporates by reference our [Privacy Policy](#) and our Consignment Terms, where applicable. Please read these terms of service as set out below carefully before using the Aorist website, www.aorist.art (the “**Site**”), [the Aorist platform](#), and the related features and services (collectively, the “**Services**”). These Terms govern your access to and use of the Services, including the messages, information, data, text, software, images, and other content that make up the Services. These Terms exempt Aorist, LLC. (“**Aorist**”, “**we**”, “**us**” or “**our**”) and others from liability and/or limit our and their liability and contain other important provisions that apply to your use of the Services.

Please read these Terms carefully before using the Services.

To assist with understanding these Terms, one or more sections below may include boxes like this one with text aimed to give a plain English summary of our Terms. Please ensure you read the main text as the plain English summary is just a summary and does not capture all terms.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE, A CLASS ACTION WAIVER, AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. PLEASE SEE SECTION 15 OF THESE TERMS BELOW REGARDING RESTRICTIONS ON YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES OR OUR PRIVACY POLICY. THE ARBITRATION CLAUSE AND CLASS ACTION WAIVER GOVERN HOW CLAIMS AGAINST AORIST CAN BE BROUGHT BY YOU AS A USER OF OUR SERVICES. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE AND AGREE TO SUBMIT ALL CLAIMS YOU MAY HAVE AGAINST AORIST THROUGH FINAL AND BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.

1. Our Service

Overview

The Services include an online platform (“**Aorist Platform**”) on which an individual can purchase or offer to purchase, and sell or offer for sale unique non-fungible tokens (“**NFTs**”) for digital art (“**Artwork**”). The Aorist Platform uses the [Algorand](#) blockchain network and [Web3 technology](#)

to allow Artists to mint, market and sell Artwork to Collectors in a manner that promotes authenticity and exclusivity. Collectors are able to bid on Artwork using the Services. Once a Collector successfully bids on an Artwork, the NFT for that Artwork is placed in the Collector's Aorist digital wallet ("**Aorist Wallet**"). A Collector can display the Artwork privately and re-sell the Artwork on Aorist Platform (therefore, becoming a "**Seller**"). For re-sale conditions please read the applicable "**Consignment Terms**".

AORIST OFFERS THE AORIST PLATFORM FOR ARTISTS, COLLECTORS, AND SELLERS OF ARTWORK AND ANY PRODUCTS, SERVICES AND/OR BENEFITS, WHETHER DIGITAL OR OTHERWISE, TO BE FURNISHED BY OR ON BEHALF OF ARTISTS AND SELLERS IN CONNECTION WITH SUCH SALES. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. AORIST IS AN ADMINISTRATIVE PLATFORM ONLY. THE COMPANY FACILITATES TRANSACTIONS BETWEEN THE BUYER AND SELLER BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE COLLECTOR AND SELLER OR OTHERWISE BETWEEN ANY USERS OF THE PLATFORM. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, IF YOU USE THE AORIST PLATFORM TO MAKE A PURCHASE, THE SELLER SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF THESE TERMS WITH RESPECT TO THE NFT(S) SOLD AND SELLER'S RIGHTS WITH RESPECT THERETO. THE COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROCURE THAT COLLECTORS SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF THE COMPANY'S AGREEMENT(S) WITH SELLERS OF NFTS FOR THE PURPOSE OF ENFORCING COLLECTORS' RIGHTS WITH RESPECT THERETO. YOU AGREE THAT THE COMPANY SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY SELLER OF AN NFT IN RESPECT OF THE USE, MISUSE, PROVISION OR FAILURE TO PROVIDE ANY NFT.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS YOU PURCHASE THROUGH THE PLATFORM NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, AORIST MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF NFTS OFFERED FOR SALE ON OR THROUGH THE PLATFORM.

Use of the Services

You may access and use the Services strictly in accordance with these Terms.

Service Updates and Interruptions

You understand that the Services are evolving and that we may update the Services accordingly, at any time, and for any reason, with or without notice to you. We do not guarantee that any existing features of the Services will continue to be available or that proposed features will become available. The Services are provided "as is," and you agree that we are not liable for any reliance that you may place on the Services. You further understand that the Services could be impacted by regulatory inquiries or actions which could affect your access to and use of the Services, either directly or indirectly. You acknowledge that we are not liable to you or any user or third-party if the Services, in whole or in part, are unavailable for any period of time.

Eligibility

You may use the Services only if you can form a binding contract with us and comply with these Terms and all applicable local, state, national and international laws, rules, and regulations. By using the Services you agree (i) that you are at least 18 years of age or the minimum age of digital consent in your country, and (ii) that you have read, understood, and accept to be bound by the Terms.

The Services may not be accessed and used by anyone who has been previously removed from use of the Services by us.

We Are Not Responsible for Service Performance Delays

Art Transactions (defined herein) will be unconfirmed for a period of time, pending sufficient confirmation of the transaction by the Service. A transaction is not complete while it is in a pending state. Art Transactions that are pending will be designated accordingly. Aorist is not responsible for any delay in the delivery of Services, including without limitation delays in transaction processing that may or may not have a financial impact on you.

Access to the Services

Your ability to access and use the Services requires access to the Internet and may require increased bandwidth, additional telecommunication equipment, and other services. You are solely responsible for any charges necessary to access the Services, including any additional data transmission charges. We have no financial obligation to you with respect to accessing the Services.

Aorist is Not a Financial Advisor

Aorist is not a financial advisor, and we assume no fiduciary or other duties in providing the Services or through our relationship with you. We do not provide investment advice, and any content or materials provided through the Services should not be considered a substitute for tailored investment advice. The contents of the Services should not be used as a basis for making investment decisions and should not be construed as an attempt to market or promote any type of investment or otherwise be construed as a recommendation by Aorist.

You may use the Services if you comply with these Terms and any applicable laws or regulations.

We make no representations regarding the suitability of holding a digital art NFTs and your choice to use the Service is entirely at your own risk.

The Services may change at any time at our sole discretion.

2. Your Acceptance of the Terms; Changes

Acceptance

Your use of the Service is conditional on your acceptance of these Terms. By visiting the Site or using the Service, you agree on your behalf, and on behalf of any organization, entity, or other person on whose behalf you may act (collectively referred to herein as “you”), to accept and abide by these Terms for each use of and each visit to the Site. By agreeing to these Terms on behalf of any organization, you represent and warrant that you have, and at all times will have, while accessing and using the Services, authority to bind such entity or person.

Changes to the Terms

In our sole discretion, we have the right to add to, remove, modify or otherwise change any part of these Terms, in whole or in part, at any time. If we exercise this right, the “Last Updated” notice at the top of this document will be amended to reflect the last date of such changes. Changes will be effective as of the date the changes to these Terms are made available on the Site. If you have provided us with your email, and provided you have not opted out of receiving electronic communications from us, we may provide you with notification of any changes to these Terms which, in our sole discretion, materially alter your rights or obligations in accessing and using the Services. It is your responsibility to check these Terms each time you access the Service to determine whether any changes have been made, including by checking the “Last Updated” date at the top of these Terms. **If any change to these Terms is not acceptable to you, you must discontinue your use of the Service immediately.** Your continued use of Services after any such changes are posted will constitute acceptance of those changes. These Terms apply exclusively to your use and access to the Service and do not alter the terms or conditions of any other agreement you may have with us.

Your use of the Services constitutes your acceptance of these Terms. Your continued use of the Services after any changes to these Terms have been made constitutes acceptance of those changes. If you participate in any promotions through the Services, additional terms may apply.

The Services may change at any time at our sole discretion.



3. Inherent Risk of Cryptographic Systems

Complexity

Distributed Ledger Technology (“**DLT**”) is inherently complex, utilizing cryptographic tokens, such as digital art tokens, smart contracts, and DLT-based software systems (collectively, “**Digital Assets**”). You agree and understand that Aorist is not responsible in any way for your decision to use Digital Assets, and your use of the Services is entirely at your own risk.

Token Disclaimer

Aorist may restrict the types of tokens that can be used with the Services. Our reference to any specific type of token, or the exclusion of any other tokens, does not indicate our approval or disapproval of the underlying technology, and should not be used as a substitute for your own understanding of the technology and associated risks of each token.

Vulnerability

Digital Assets are vulnerable to security risks that may result in theft or loss of your cryptographic tokens or property. We do not represent or warrant the underlying security of DLT. We are not liable for any theft or loss of your cryptographic tokens or property resulting from your use of the Services or participation in any markets.

Availability

The underlying technology and protocols of Digital Assets is subject to change at any time. We do not control the operation of such protocols, and we do not guarantee that any protocol referenced on the Site will be operable or available. We may suspend all or some of our operations, with or without notice, if changes to underlying protocols, in our sole discretion, will affect the function of the Services. You acknowledge and agree that we are not responsible for any changes in underlying protocols or any resulting impact on the Services.

4. Your Aorist Account

Account Registration

You may browse the Site without registering, but as a condition of using certain aspects of the Service, including the ability to bid on, purchase and sell Artwork, you are required to register with us and create a digital wallet (your “**Aorist Account**”). When registering with us, you will select a screen name (“**Username**”) and password (collectively “**Login Credentials**”). You shall not use as a Username any name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is offensive, vulgar, or obscene. We reserve the right in our sole discretion to refuse registration of or cancel a Username. When creating your account, you must provide accurate and complete information. You are responsible for maintaining the security and confidentiality of your Login Credentials and are responsible for all activities that occur under your Aorist Account. Any activity performed using your Username and Password or your device will be presumed to be authorized by you unless you tell us otherwise. You understand and agree that access to your Aorist Account is limited solely to you. You agree that you will not sell, rent, lease, or grant access to your Aorist Account to any person without our prior permission. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, (b) control access to your devices, and (c) ensure that you exit from your account at the end of each session when using a public computer to access your account. You may never use another user’s account without permission. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. You may only open one account on Aorist. If we have a reasonable suspicion that you have opened multiple accounts on Aorist, we reserve the right to take whatever action we deem appropriate, including but not limited to closing and/or freezing your Aorist Account.

Your Digital Wallet

You understand that the digital wallet you create when registering for the Services is a custodial-wallet that is not owned or controlled by you. You agree that Aorist will hold the private keys to your Aorist Wallet. You, however, control of the assets in your Aorist Wallet, as limited by any

applicable usage rights restrictions attached to the assets themselves. Your Artwork will be (i) segregated from any and all other assets held by us and (ii) directly verifiable via the DLT. We will provide you with the wallet address. We will not loan, hypothecate, pledge, or otherwise encumber any Artwork in your Aorist Wallet.

Identity and Financial Condition Authentication; AML Compliance

Certain laws may require us to verify your identity if you use our Services or the services of third parties provided on the Site and Aorist has developed and implemented a comprehensive anti-money laundering and economic sanctions compliance program. Pursuant to our compliance program, we may verify your identity and financial condition through several methods. We may request, without limitation, additional identifying information (defined below), requiring you to take steps to confirm ownership of your email address or phone number, and requiring you to provide certain identifying documentation. “**Identifying Information**” may include without limitation: (a) date of birth, (b) social security or taxpayer-identification number, (d) your physical address, (e) proof of assets, and (f) a face profile picture. If you fail to provide us with the requested information or we cannot verify your identity after receiving the requested information, we reserve the right to suspend, delay, or limit your access to and use of the Services.

By providing your Identifying Information, you authorize us to take necessary steps to verify your identity, which may include ordering a credit report from a credit reporting agency or verifying your information against third-party databases or through other sources.

Suspension and Termination

We may suspend or terminate your use of the Services at any time if, in our sole discretion, your use of the Services is in violation of applicable law or these Terms, or if we otherwise reasonably believe that your use of the Services could cause damage to the Services, the rights of other users, or any other reason, even if not expressly set forth in these Terms. Our right to suspend and/or terminate your account does not limit our right or ability to seek any other remedy available to us through these Terms or at law.

When creating an Aorist account, you must provide accurate and complete information, including personally identifiable information, and you must safeguard your login credentials. You must notify us immediately if your login credentials become compromised. We assume no liability for such a security breach. We may suspend or terminate your access to the Services at any time at our sole discretion.

Aorist is the custodian of your Aorist digital wallet.

5. General Service Rules

Your Obligations

You warrant that you will use the Services only for lawful purposes and will comply with all applicable laws. You further warrant that you will not use the Services for any purpose that is unlawful, malicious, harmful, or prohibited by these Terms.

Prohibited Uses

You agree not to use the Services to:

- Violate any law, regulation, or governmental policy in the US or internationally;
- Infringe upon or violate intellectual property rights or any other rights of anyone else (including Aorist);
- Behave in a harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable manner (including to exploit or harm minors in any way by exposing them to inappropriate content or other material);
- Jeopardize the security of your account or anyone else's (such as allowing someone else to log into the Service as you);
- Transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- Violate the security of any computer network, or crack any password or security encryption code;
- Impersonate or attempt to impersonate another individual, entity, Aorist employee, agent, or another Aorist user;
- Infringe, in any way, on the rights of others or engage in behavior or activity that is threatening, harmful, discriminatory, or fraudulent;
- Copy or store any Aorist source code or a significant portion of our content;
- Decompile, reverse engineer, or otherwise attempt to obtain source code or underlying ideas or information of or relating to the services we provide;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service;
- Circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of the Services;
- Attack our services via a denial-of-service attack or distributed denial-of-service attack;
- Use any device, software, bot, or routine that interferes with the proper working of Services;
- Use any manual or automated process to monitor or copy any of the material on Service or for any other unauthorized purpose, including, without limitation, using any automated or non-automated systems to scrape, copy, or distribute content without our prior written consent;
- Damage, overburden, disable, or impair the Services we provide;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Services, or which, as determined by us, may harm or offend Aorist or its users, or otherwise expose them to any liability; or
- Otherwise attempt to interfere with the proper working of Services.

No Competition

You cannot use the Services, or any content or materials provided through the Services, to compete with the Services, whether for pecuniary gain or not. This provision includes without limitation making content or materials gained from the Services available to others. Except as expressly

authorized by us, you agree not to, in whole or in part, modify, copy, frame, rent, lease, loan, sell, distribute, publicly display or perform, reproduce, replicate, duplicate, print or create any derivative works based on the Services or the content.

You may only use the Services for lawful purposes and not for any prohibited uses. You cannot do anything that interferes with the Services' performance or functionality or anything that interferes with other Users' ability to access and use the Services. You also cannot use the Services to create services that compete with the Services.



6. Conditions of Purchase, Collector Service Rules and Restrictions, Transfer Rights

Art Transactions

Upon a Collector's successful bid for Artwork, the Artwork will transfer to the Collector's Aorist Wallet. The full transfer of rights to the Artwork, however, is conditional upon our receipt of Collector's payment to us of the bid price for the Artwork and any applicable sales tax. Receipt of this payment will complete the transaction (herein referred to as an "**Art Transaction**"). The ownership of your Artwork will be recorded via the DLT as belonging to you.

Collector's Usage Rights

Upon completion of an Art Transaction, a Collector shall have a limited, exclusive perpetual right ("**Usage Rights**") to use the Artwork subject to the below listed restrictions ("**Usage Restrictions**"). If a Collector desires to commercially exploit or publicly display an Artwork, Aorist will work in good faith to negotiate a separate agreement between it, the Artist, and the Collector to grant the Collector such rights.

Usage Rights

A Collector shall have the right to:

1. Display the Artwork solely for personal use;
2. Request the transfer of the Artwork, pursuant to a Collector's Transfer Rights, to another Algorand digital wallet; and
3. Re-sell the Artwork on the Aorist Platform.

Usage Restrictions

A Collector shall not, directly or indirectly, cause, authorize, or permit the:

1. commercial exploitation of the Artwork, including the public display or exhibition, license, distribution, or re-selling (except as permitted via the Aorist Platform) of an Artwork;
2. electronic copying, printing, or creating any other physical representation of an Artwork;

3. electronic transmission of an Artwork to a third-party (except as permitted via a sale of the Artwork on the Aorist Platform); and
4. improper limitation (except as granted in these Terms) or infringement of an Artist's rights under copyright law.

Collector's Transfer Rights

A Collector can submit a request to transfer an Artwork from the Collector's Aorist Wallet to a different Algorand wallet (a "**Transfer Request**"). Aorist will complete the Transfer Request only after Aorist verifies that the Transfer Request was made by the Collector or an authorized person having legal agency over the Artwork. You agree and understand that we may rely upon any representation or statement that we believe in good faith to have been taken or made by such an authorized person in support of a Transfer Request. You also agree and understand that Aorist has the right to refuse any Transfer Request that it believes may be in violation of any law or regulation. Regardless of the transfer of an Artwork to a non-Aorist wallet, an Artwork can only be resold via the Aorist Platform.

An Art Transaction is complete only when payment for an Artwork is received.

A Collector shall have no right to publicly display, commercially exploit, or copy an Artwork under these Terms.

A Collector may request Aorist to transfer an Artwork to a different wallet and Aorist has the absolute right to refuse such a request.

7. Your Information and Data

Submitting Content

On some parts of the Site, you may submit Content (such as by posting on blogs or discussion boards) subject to the following rules:

- You grant to us and other Users a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to copy, reformat, index, modify, display, distribute and put to commercial and other uses your Content, and to sublicense the same rights to others, with or without compensation. No compensation will be paid to you for any such use.
- Your privacy is not protected with respect to any Content you submit publicly to Aorist, including your name, address, photographs, etc. We cannot guarantee that other Users will use your Content in an appropriate or fair manner, or in a manner otherwise anticipated by you. Please use caution.
- You will be solely responsible for any damage or loss to any party caused by your Content.

- The Company reserves the right, at any time, for any reason, and without notice, to block, remove, edit, or modify any Content you submit. The Company reserves the right not to comment on the reasons for any of these actions.

Your Privacy and Personal Information

Your privacy is important to us. You should refer to our Privacy Policy for information about how we collect and use your personal information. By using the Service, you expressly consent to our collection, use, and sharing of your information as set forth in our [Privacy Policy](#), which is incorporated herein by reference. We agree to keep any Identifying Information collected from you for identity verification purposes strictly confidential.

Data Security

Aorist will maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of any non-public data you submit to the Service (“**Your Data**”). You recognize and agree that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Services, you assume such risks. We offer no representation, warranty, or guarantee that Your Data will not be exposed or disclosed through errors or the actions of third parties. We will have no responsibility or liability for the accuracy of data uploaded to the Site by you.

Feedback

You may provide us with information, suggestions, ideas, and other comments related to the Services (collectively, “**Feedback**”). You acknowledge and agree that you do not maintain and will not assert any ownership, intellectual property right, or other right to the Feedback. You further agree that any Feedback provided to us will not be considered confidential information, and that we are permitted to share freely, disclose, modify, creative derivative works, or otherwise use the Feedback for any purpose. Should the ownership of the Feedback be found under applicable law not to be the property of Aorist, you hereby grant us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any Aorist products or services any suggestions, enhancement requests, recommendations or other Feedback provided by you relating to the provision of the Services.

Confidentiality

As used in these Terms, “**Confidential Information**” means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either us or you (the “**Disclosing Party**”) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party, or that a reasonable person under the circumstances would consider to be confidential under the circumstances (the “**Receiving Party**”). Our Confidential Information includes, without limitation, the Services, and any information related thereto. Neither Aorist nor you will disclose, or permit to be disclosed, the other party’s Confidential Information directly or indirectly, to any third party without the other party’s prior written consent. Both Aorist and you will use commercially reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Notwithstanding any provision of these Terms, either party may disclose the other party’s Confidential Information, in whole or in part: (i) to its employees, officers, directors, consultants and professional advisers (e.g.,

attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with these Terms; and (ii) as required by applicable law (in which case each party will, if permitted by applicable law, provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Both Aorist and you agree to exercise due care in protecting Confidential Information from unauthorized use and disclosure. In the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Both Aorist and you will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in these Terms.

Data Portability

Your rights regarding data portability and destruction are more fully set forth in our [Privacy Policy](#). We reserve the right to maintain your data as necessary to fulfill our rights and obligations under these Terms, and pursue any remedies available to us under these Terms or at law. You agree and understand that if your data is required for us to provide you with the Services, then your request to have your data destroyed may result in termination of your account and your ability to access and use the Services.

You maintain ownership of any data or information you provide to us, except for feedback related to the Services. We may use your data or information solely as required to provide the Services.

8. Proprietary Rights

Our Proprietary Rights

We retain all right, title, and interest in and to the Services, including without limitation all software included in and used to provide the Services, all logos and trademarks reproduced through the Services, and all content or material provided through the Services (collectively, “**Aorist IP**”). Aorist IP is the property of Aorist or our affiliates or licensors and is protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. These Terms do not grant you (a) any right to reproduce, modify, distribute, or publicly display or perform the software or content included in the Services or (b) any other right to the Services or content not explicitly set forth herein. No rights are granted to you hereunder other than as expressly set forth in these Terms.

Our Intellectual Property Rights

The Aorist name, logo, and related logos, product and service names, designs, and slogans are trademarks of Aorist or our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on

the Site are the trademarks of their respective owners. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends, or other restrictions contained in any Aorist IP or other third-party content provided through the Services.

Artists Moral Rights

All information, images, pictures, data, text, music, sound, photographs, graphics, video, messages, or other materials submitted, posted, published, displayed, performed, or offered for sale through the Services, whether publicly posted or privately transmitted, is protected by copyright and other intellectual property rights. You expressly acknowledge and agree that the Artist continues to have its moral right to be identified as the author of an Artwork regardless of any transfer of the Artwork.

By using the Services, you do not acquire any ownership or rights to any of the content or materials provided by us or our licensors. You cannot use or reproduce any of the content on the site or provided through the services without express permission from its owner.

Artist retain their moral rights in their digital artwork.

9. Warranties; Disclaimer

AORIST AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. AORIST MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES. AORIST DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICES WILL BE AVAILABLE, SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM, OR DATA, (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA STORED USING THE SERVICES WILL BE ACCURATE, RELIABLE, OR SECURE, (D) ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR (E) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AORIST AND ITS AFFILIATE AND LICENSORS DISCLAIM ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING OUT OF STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

The Services are provided on an “as is” basis without any warranty or guarantee of any kind.

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10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AORIST OR ITS AFFILIATES OR LICENSORS HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, LOST SAVINGS, LOST OR CORRUPTED DATA, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF CAPITAL (IN EACH CASE, WHETHER DIRECT OR INDIRECT) OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AORIST FURNISHED UNDER THE SERVICES THE USE THEREOF. THIS LIMITATION APPLIES TO ANY DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE LIABILITY OF AORIST EXCEED \$100, OR IF GREATER, SUCH AMOUNT AS IS THE MINIMUM AMOUNT FOR WHICH AORIST WOULD BE LIABLE UNDER APPLICABLE LAW. ANY CLAIM ARISING UNDER THESE TERMS MUST BE BROUGHT BY YOU WITHIN 12 MONTHS AFTER THE CAUSE OF ACTION ARISES.

We disclaim all liability in connection with your use of the Service. To the extent we are found liable for anything, the maximum we are obligated to pay is the greater of \$100 or the minimum amount under applicable law. You cannot raise a claim against us beyond 12 months from the day of the event giving rise to the claim.

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11. Your Indemnification of Aorist

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS AORIST AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (“AORIST INDEMNIFIED PARTIES”) FOR ANY THIRD PARTY CLAIM, SUIT, PROCEEDING, OR GOVERNMENT ENFORCEMENT ACTIONS ARISING OUT OF, RELATED TO, OR ALLEGING AN INJURY OR LOSS CAUSED BY YOUR UNLAWFUL ACCESS AND USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION YOUR USE OF THE SERVICES FOR ILLEGAL, FRAUDULENT, OFFENSIVE, OR TORTIOUS PURPOSES. IN ANY EVENT, AORIST WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH SUIT OR PROCEEDING

THROUGH COUNSEL OF ITS OWN CHOOSING AT AORIST'S OWN EXPENSE. YOU WILL ALSO INDEMNIFY AND HOLD HARMLESS THE AORIST INDEMNIFIED PARTIES FOR ANY COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN RESPONDING TO ANY SUBPOENA, SEARCH WARRANT, OR COURT ORDER REQUIRING PRODUCTION OF INFORMATION OR DOCUMENTS RELATED TO YOUR USE OF THE SERVICES.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

If you cause harm to another person or entity, or if your use of the Services results in a governmental or legal action in which Aorist is required to participate, you will pay for the defense and any related expenses incurred by Aorist as a result.



12. Allocation of Risk

You acknowledge and agree that Aorist provides the Services in reliance upon the disclaimers of warranty and the limitations of liability contained herein, and that the Terms reflect an allocation of risk between you and us (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the Terms form an essential basis of the bargain between you and us. If you are subject to applicable laws that prohibit you from indemnifying us as set forth herein or prohibit you from entering into the risk allocation arrangement as set forth herein, then the Terms will apply to you to the fullest extent permitted by applicable law, it being understood that you and Aorist each wish to enforce the provisions of these Terms to the maximum extent permitted by applicable law.

If not for the disclaimers of warranty and limitations of liability contained within these Terms, Aorist would not be able to provide the Services. You can choose not to use the Services, but if you do use the Services, we are not liable for any losses or damages incurred on your behalf.

13. Reliance on Information Posted

The information presented on or through the website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

14. Jurisdiction and Governing Law

Jurisdiction

The laws applying to cryptocurrency and cryptographic markets are constantly evolving and vary from jurisdiction to jurisdiction. Aorist cannot and will not be appropriate in all jurisdictions, and any use of Aorist is at your own risk and must comply with all applicable laws and regulations applicable to the jurisdiction in which you reside. Aorist is located within the United States and does not intend to be subject to any non-US jurisdiction or law. We may limit the availability of the Services at any time, in whole or in part, at our sole discretion, to any person, geographic area or jurisdiction that we choose.

Governing Law

Except as otherwise expressly provided herein, these Terms are governed by the laws of the State of Florida, United States of America (excluding its conflict of law rules or choice of law rules). The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

The Internet allows users to access our Site and Services from all over the world, and we cannot control who accesses the Services and from where. Additionally, the laws surrounding cryptographic tokens and associated services are constantly evolving and differ from country to country and state to state. In order to provide the Services, therefore, we rely on the laws of the State of Florida and the United States to govern the Terms of Service.

15. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT IS AN AGREEMENT TO ARBITRATE DISPUTES (“ARBITRATION AGREEMENT”) AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

In consideration for our provision of the Services to you, you and Aorist each agree that any and all disputes or claims arising under, out of, in connection with, or related to your use of Aorist, these Terms in any fashion, or the subject matter, negotiation, performance, termination, interpretation, or formation of the agreement resulting from your acceptance of these Terms, (a “**Dispute**”) must be resolved exclusively in binding arbitration. However, a party may assert a claim in small claims court, if the asserted claim qualifies and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This

Agreement to Arbitrate is intended to be broadly interpreted and the Federal Arbitration Act governs the enforcement of this Agreement to Arbitrate.

For any dispute with Aorist, you agree first to contact us at support@aurist.art and attempt to resolve the dispute with us informally. In the unlikely event that we do not resolve a dispute informally, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by the Judicial Arbitration and Mediation Services (“**JAMS**”) pursuant to its Comprehensive Arbitration Rules and Procedures and shall be conducted in Miami, Florida, unless otherwise agreed to in writing by the parties. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party’s data security, intellectual property rights, or other proprietary rights.

No Class Action; No Jury Trial

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NO CLASS ACTION OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THIS AGREEMENT. UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If you have a dispute against us, you must contact us first. If the dispute cannot be handled informally, you agree to binding arbitration (with some exceptions) in the State of Florida.

You further agree that you will not bring a class action (where you join other users in a dispute against us), and you waive your right to a trial by jury.

16. General Provisions

Severability

Every provision of these Terms will be construed, to the extent possible, so as to be valid and enforceable. If any provision of these Terms so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from these Terms, and all other provisions will remain in full force and effect.

Entire Agreement

These terms, together with our [Privacy Policy](#) and our Consignment Terms, and any amendments and any additional agreements you may enter with us in connection with the Service, constitute the entire agreement between you and us concerning the Service.

Waiver

Our failure at any time to enforce any of the provisions of these Terms or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of these Terms. Our waiver of any default will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

Headings; Summaries

The section headings and any plain English summaries appearing in these Terms are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

No Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

No Third-Party Beneficiaries

Other than as expressly provided in these Terms, no third-party beneficiaries are intended or will be construed as created by these Terms.

Notices; Electronic Communications

Aorist may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Site, as determined by us in our sole discretion. You agree that all agreements, notices, disclosures, and other communication we provide to you via the Services or email satisfy any legal requirement that such communications be in writing. We reserve the right to determine the form and means of providing notification to our users, provided that you may opt out of certain means of notification as described in our [Privacy Policy](#). Aorist is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

Any notice sent to Aorist should be sent by email at support@orist.art.

Force Majeure: Aorist will not be liable for any delay or failure to provide the Services or perform any obligations under these Terms due to any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, pandemics, epidemics, riots, acts or orders of government, acts of terrorism, or war.

Contact: Please contact us at support@orist.art with any questions regarding these Term