

Terms of Service
Last Updated: July 27, 2023

Please read these Terms of Service (the “**Terms**”) and our Privacy Policy (<https://itsboots.xyz/pp>) (“**Privacy Policy**”) carefully because they govern your use of the website located at <http://itsboots.xyz> (the “**Site**”) and the non-fungible token (“**NFT**”) customization platform and services accessible via the Site offered by Raindrop Studios, Inc. (“**Raindrop**”). To make these Terms easier to read, the Site and our services are collectively called the “**Services**.”

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND RAINDROP THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 17 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 16 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.

1. Agreement to Terms. By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, you are not authorized to use the Services.

2. Privacy Policy. Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.

3. Changes to these Terms or the Services. We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. Who May Use the Services?

(a) Eligibility. You may use the Services only if you are 18 years or older and capable of forming a binding contract with Raindrop, and not otherwise barred from using the Services under applicable law.

(b) Compliance. The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our

Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

5. **About the Services.**

(a) General. Our Services facilitate interaction with certain cryptographic protocols (“**Protocols**”) to help users to craft and execute transactions on the decentralized blockchain(s) supported by the Services (“**Blockchain**”) to allow users to (i) customize the digital art (“**Art**”) linked to users’ Boots-Supported NFT(s) (as defined below). As used in these Terms, “**Boots-Supported NFT**” means an NFT from NFT collections we determine to support from time to time in our sole discretion.

(i) To use certain features of the Services, you will need to link your digital wallet(s) on supported bridge extensions, which allow you to engage in transactions relating to your Boots-Supported NFT(s).

(ii) THE SERVICES ARE ONLY AN INTERFACE WITH THE PROTOCOLS AND BLOCKCHAIN, WHICH WE DO NOT OWN OR CONTROL, OTHER THAN OUR OWN APPLICATION PROGRAMMING INTERFACE. YOU UNDERSTAND AND AGREE THAT, IN CONNECTION WITH USING THE SERVICES, YOU CONSTRUCT AND EXECUTE SMART CONTRACT TRANSACTIONS ON YOUR OWN BEHALF. WE ARE NOT A MARKETPLACE FACILITATOR, A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. WE DO NOT BUY, SELL OR TAKE CUSTODY OR POSSESSION OF ANY NFTS, OR ACT AS AN AGENT OR CUSTODIAN FOR ANY USER OF THE SERVICES. WE DO NOT OWN OR CONTROL THE SMART CONTRACT(S) ASSOCIATED WITH THE BOOTS-SUPPORTED NFT(S) AND WE ARE NOT RESPONSIBLE FOR IMPLEMENTING CHANGES TO THE METADATA ASSOCIATED WITH BOOTS-SUPPORTED NFTS, OR FOR HOSTING, OR ENABLING THE RENDERING OF, THE CUSTOMIZED ART. CHANGES TO THE SMART CONTRACT(S) OR METADATA ASSOCIATED WITH THE BOOTS-SUPPORTED NFT(S) MAY REQUIRE APPROVAL OF THE BOOTS-SUPPORTED NFT(S)’ CREATOR OR OTHER THIRD-PARTY(IES) WHO CONTROL SUCH SMART CONTRACT(S).

(iii) Boots-Supported NFTs may be subject to license or other agreements governing the use of the Art. We are not a party to any such agreement. You are solely responsible for verifying that your use of the Art in connection with the Services is permitted by any such agreement.

6. **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

7. **Intellectual Property.**

(a) Posting User Materials. Our Services may allow you to store or share content and materials such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services, including the Art associated with your Boot-Supported NFT, is referred to as “**User Materials**”. Raindrop does not claim any ownership

rights in any User Materials and nothing in these Terms will be deemed to restrict any rights that you may have to your User Materials.

(b) Permissions to Your User Materials. By uploading any User Materials on the Services and otherwise making any User Materials available through the Services, you hereby grant to Raindrop a perpetual, irrevocable, non-exclusive, transferable, worldwide, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Materials, and all intellectual property rights therein, in connection with operating and providing the Services, including hosting the User Materials and listing, marketing and facilitating the license of the Traits and Trait Combinations, or marketing or promoting the Services.

(c) Your Responsibility for User Materials. You are solely responsible for all your User Materials. You represent and warrant that (i) you have (and will have) all rights that are necessary to grant us the license rights in your User Materials under these Terms; and (ii) neither your User Materials, nor your use and provision of your User Materials to be made available through the Services, nor any use of your User Materials by Raindrop on or through the Services will (A) infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or publicity, or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any third party, nor (B) result in the violation of any applicable statute, rule, or regulation.

(d) Raindrop's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

8. General Prohibitions and Raindrop's Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Services or any individual element within the Services, Raindrop's name, any Raindrop trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Raindrop's express written consent;

(c) Access, tamper with, or use non-public areas of the Services, Raindrop's computer systems, or the technical delivery systems of Raindrop's providers;

(d) Attempt to probe, scan or test the vulnerability of any Raindrop's system or network or breach any security or authentication measures;

- (e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Raindrop or any of Raindrop's providers or any other third party (including another user) to protect the Services;
- (f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Raindrop or other generally available third-party web browsers;
- (g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h) Use the Services, or any portion thereof, for the benefit of any third party or in any manner not permitted by these Terms;
- (i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (m) Impersonate or misrepresent your affiliation with any person or entity;
- (n) Use counterfeit NFTs in connection with the Services;
- (o) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services);
- (p) Engage in wash trading, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities;
- (q) Fabricate in any way any transaction or process related to the Services;
- (r) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;

- (s) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;
- (t) Violate any applicable law or regulation; or
- (u) Encourage or enable any other individual to do any of the foregoing.

Raindrop is not obligated to monitor access to or use of the Services or to review or edit any User Materials. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Materials, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

9. Copyright Policy. Raindrop respects copyright law and expects its users to do the same. It is Raindrop's policy to terminate in appropriate circumstances users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Raindrop's Copyright Policy at <http://boots.raindrops.xyz/tips>, for further information.

10. Links to Third Party Websites or Resources. The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

11. Termination. We may suspend, disable, or terminate your access to and use of the Services at any time and without notice to you, including if necessary to protect the integrity of the Services, if required by applicable law or any governmental authority or if or if we, in our sole and reasonable discretion, determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by Raindrop. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. Upon any termination, discontinuation or cancellation of the Services, the following Sections will survive: 5(b)(iii) (only for payments due and owing to Raindrop prior to the termination), 5(b)(iv), 7, 12, and 14 – 18.

12. Warranty Disclaimers.

- (a) THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. RAINDROP (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. RAINDROP DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE SPECIFICALLY MAKE NO WARRANTY TO LICENSORS THAT USE OF THE SERVICES WILL

RESULT IN LICENSES OF LICENSORS' TRAIT COMBINATION BEING GRANTED OR THAT THE APPLICABLE METADATA FOR LICENSEES' BOOTS-SUPPORTED NFTS WILL BE CHANGED TO REFLECT LICENSED TRAIT COMBINATIONS.

(b) WE MAKE NO WARRANTY AS TO THE IDENTITY, CHARACTER OR CONDUCT OF USERS AND ASSUME NO RESPONSIBILITY FOR A USER'S COMPLIANCE WITH THESE TERMS OR ANY APPLICABLE LAWS. WE EXPLICITLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OF THE SERVICES.

(c) WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES.

(d) WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

(e) RAINDROP WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, DIGITAL WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

(f) THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

(g) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

13. Assumption of Risk. You accept, acknowledge, and assume the following risks:

(a) You are solely responsible for determining what, if any, taxes and other fees apply to your transactions through the Services. Raindrop is not responsible for determining the taxes that apply to such transactions.

(b) Any transfer of digital assets occurs within the supporting Blockchain and not on the Services, which is not controlled in any capacity by Raindrop. Transactions involving NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be

recoverable. Some transactions involving NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

(c) The regulatory regime governing Blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services.

(d) There are risks associated with using Internet-based digital asset, 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. Raindrop will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when effecting transactions involving NFTs , however caused, including fees paid or payable in connection therewith.

(e) By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. Raindrop is not responsible for any issues with the Blockchain, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

14. Indemnity. You will indemnify, defend (at Raindrop's option) and hold Raindrop and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Materials, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without Raindrop's prior written approval.

15. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER RAINDROP NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RAINDROP OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF RAINDROP AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO RAINDROP FOR USE OF THE SERVICES OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO RAINDROP, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RAINDROP AND YOU.

16. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and Raindrop are not required to arbitrate will be the courts located in New York, New York, and you and Raindrop each waive any objection to jurisdiction and venue in such courts.

17. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Raindrop agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Raindrop are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 17(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from

you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 17(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND RAINDROP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 17(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

18. **General Terms.**

(a) Reservation of Rights. Raindrop and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Raindrop and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Raindrop and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Raindrop's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Raindrop may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) **Notices.** Any notices or other communications provided by Raindrop under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) **Waiver of Rights.** Raindrop's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Raindrop. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

19. Contact Information. If you have any questions about these Terms or the Services, please contact Raindrop at contact@raindropstudios.xyz.