

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use ("Agreement") is a legal agreement between you (hereinafter "you" or "your") and Genesis Arc Inc. an Ontario Incorporated company, c/o Genesis Arc, LLC, 251 Little Falls Drive, Wilmington, DE 19808, and Catbotica, LLC 251 Little Falls Drive, Wilmington, DE 19808 (hereinafter referred to as "Website Owner" or "Catbotica" or "we" or "our" or "us"), (You and We referred to collectively as the "Parties"), the owner and developer of By (1) connecting a digital asset or cryptocurrency wallet for use of any services provided on www.catobotica.com ("Website") or its affiliates, or (2) interacting with any smart contract originating or arising from Website, you become a Client ("Client" or "you") and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a Client. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT CONNECT A DIGITAL ASSET WALLET FOR ANY SERVICE PROVIDED BY WEBSITE OR INTERACT WITH ANY SMART CONTRACT ORIGINATING OR ARISING FROM WEBSITE. The Terms are subject to change at any time, effective upon notice to you.

- 1. Representations.** Catbotica is the creator and curator of a collection of digital artworks ("Catbotica NFTs") running on the Ethereum network. Catbotica NFTs are intangible digital objects that exist only by virtue of the ownership record maintained on the Ethereum blockchain. All smart contracts are stored on the Ethereum blockchain with transactions recorded and executed on the Ethereum blockchain. Catbotica Inc. has no control over and makes no guarantees or promises with respect to smart contracts stored on the Ethereum blockchain. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions and contracts generated by Website before approval.
- 2. Limitations of Liability and Indemnification.** BY USING ANY SERVICES PROVIDED BY YOU AGREE THAT IN NO EVENT WILL WEBSITE, WEBSITE OWNER, ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSEES AND WEB HOSTING SERVICES BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF YOUR ACCESSING THE WEBSITE AND USING ANY OF THE SERVICES AVAILABLE. YOUR SOLE REMEDY FOR ANY BREACH OR DEFAULT OF THIS AGREEMENT BY Website OR WEBSITE OWNER SHALL BE A RETURN OF ANY FEES PAID TO Website OR WEBSITE OWNER FOR ANY SERVICES PROVIDED UNDER THIS AGREEMENT. YOU INDEMNIFY AND AGREE TO DEFEND AND HOLD HARMLESS WEBSITE, WEBSITE OWNER, ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSEES AND WEB HOSTING SERVICES AND THIRD PARTIES FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LEGAL FEES, AWARDS OR SETTLEMENTS) RELATING TO OR ARISING OUT OF YOUR USE OF Website, INCLUDING ANY BREACH BY YOU OF THE TERMS CONTAINED IN THIS AGREEMENT.

Website and Website Owner provide the Website services on an "as is" basis and do not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, Website and Website Owner do not warrant that the service will always be

available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected.

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 ANY THIRD PARTY DIGITAL ASSET WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR, SUCH AS FORGOTTEN PASSWORDS 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, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE INTERFACE, ETHEREUM NETWORK, OR ANY THIRD PARTY DIGITAL ASSET WALLET.

This website is only an interface allowing participants to purchase Catbotica NFTs. There may be other functionalities available in the future, but we make no guarantees as to the availabilities of such features. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions and contracts generated by this website before approval. Furthermore, as the Catbotica smart contract and Catbotica NFTs run on the Ethereum network, there is no ability to undo, reverse, or restore any transactions.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Transactions, including but not limited to primary sales, secondary market sales, listings, offers, bids, acceptances, and other operations utilize experimental smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky and may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Ethereum blockchain (i.e., “forks”), which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture, of your digital currency or Catbotica NFTs, or lost opportunities to buy or sell Catbotica NFTs. **YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

WE MAKE NO WARRANTY THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (II) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS.

3. Ownership, Copyrights, Trademarks, Licenses.

OUR RIGHTS

We own all legal rights, title, and interest in all intellectual property rights underlying the Catbotica NFTs minted by us on Ethereum (in any form, function, including but not limited to any and all future iterations, derivative products, or collections), including but not limited to rights in copyright, trademark, trade secret, service mark, and other intellectual property rights. As the copyright owner, and at our sole discretion, we have the right to reproduce, prepare derivative works, distribute, and display or perform the Catbotica NFTs.

We hereby acknowledge, understand, and agree that selling Catbotica NFTs on Ethereum constitutes an express representation, warranty, and covenant that we have not, will not, and will not cause another to sell, tokenize, or create another cryptographic token representing a digital collectible for the same Catbotica NFTs, excepting, without limitation, our ability to sell, tokenize, or create a cryptographic token or other digital asset representing a legal, economic, or other interest relating to any of the exclusive rights belonging to the us, in our sole discretion, under copyright law.

YOUR RIGHTS

You receive a cryptographic token representing the Catbotica NFT as a piece of property, but do not own the creative work itself. You may display and share the Catbotica NFTs, but you do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Catbotica NFTs, excepting the limited license to the Catbotica NFTs granted by these Terms. You further agree that all material, including without limitation, information, data, text, designs, graphics, images, logos, 3D layer files, look and feel of the user interface, the smart contract code, and any other content not specifically granted by licenses is protected by copyrights, trademarks, service marks, trade secrets, or other intellectual property and proprietary rights and laws. Upon collecting Catbotica NFTs, you receive a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to display the Catbotica NFTs legally owned and properly obtained by you.

Your limited license to display the Catbotica NFTs, includes, but is not limited to, the right to display the Catbotica NFTs privately or publicly: (i) for the purpose of promoting or sharing the Collector's purchase, ownership, or interest; (ii) for the purpose of sharing, promoting, discussing, or commenting on the Catbotica NFTs; (iii) on third party marketplaces, exchanges, platforms, or applications in association with an offer to sell, or trade, the Catbotica NFTs; and

(iv) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments.

You have the right to sell, trade, transfer, or use your Catbotica NFTs, but you may not make “commercial use” of the Digital Assets.

You agree that you will not, permit any third party, to do or attempt to do any of the following without the Our express prior written consent in each case: (i) modify, distort, mutilate, or perform any other modification to the Catbotica NFTs which would be prejudicial to the Our honor or reputation; (ii) use the Catbotica NFTs to advertise, market, or sell any third party product or service; (iii) use the Catbotica NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) incorporate the Catbotica NFTs in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these Terms or solely for your personal, non-commercial use; (v) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Catbotica NFTs (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Catbotica NFTs; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the same Catbotica NFTs, whether on or off of the Catbotica program, Ethereum, or other platform; (viii) falsify, misrepresent, or conceal the authorship of the Catbotica NFTs; or (ix) otherwise utilize the Catbotica NFTs for the yours or any third party’s commercial benefit. Notwithstanding the foregoing, we reserve the right and authority to determine what is considered your personal use.

Collectors irrevocably release, acquit, and forever discharge Catbotica and its subsidiaries, affiliates, officers, and successors of any liability for direct or indirect copyright or trademark infringement for Catbotica’s use of Digital Assets in accordance with these Terms.

4. Certification. You certify that you are at least 13 years of age and that your answers to any registration materials on Website will be truthful.

IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR UNDER THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL LEGAL AND FINANCIAL RESPONSIBILITY FOR THAT CHILD’S USE OF Website

In accessing and using Website, you understand and agree that basic information concerning you, given to Website, may be published on the website for others to view along with your

User ID. Your name, address and e-mail address are kept confidential, except where provided above.

- 5. Waiver.** The failure of Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner.
- 6. Noncustodial.** While we offer a marketplace for Catbotica NFTs, we do not buy, sell, or ever take custody or possession of any Catbotica NFTs. We facilitate user collection of Catbotica NFTs, but we are not custodians of any Catbotica NFTs. You understand and acknowledge that the smart contracts do not give us custody, possession, or control of any Catbotica NFTs or cryptocurrency at any time for the purpose of facilitating transactions on Ethereum. You affirm that you are aware and acknowledge that we are a non-custodial service provider and we have designed this website to be directly accessible by you without any involvement or actions taken by us or any third-party. As a marketplace, we cannot make any representation or guarantee that you or other users will achieve any particular outcome as the result of listing our listing any Catbotica NFTs.
- 7. Termination.** You agree that we, in our sole discretion, may suspend or terminate your account (or any part thereof) or use of the website and remove and discard any content within the website, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the website, may be referred to appropriate law enforcement authorities. We may also, in our sole discretion and at any time, discontinue providing the services on the website, or any part thereof, with or without notice. You agree that any termination of your access to the website or the platform under any provision of these Terms may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files, the platform, or the website. Further, you agree that we will not be liable to you or any third party for any termination of your access to the website or platform.
- 8. Assignment.** You may not assign your agreement with Website Owner. Website Owner may assign your agreement to any affiliate of Website Owner, any other company that obtains control of Website Owner, or any other company that buys assets of Website Owner. Any attempted assignment against these terms shall have no legal effect.
- 9. Governing Law and Jurisdiction.** This Agreement or any dispute arising from this Agreement is governed by the laws and procedures of Ontario, Canada without regard to provisions of conflicts of law. Any claim arising from or related to this Agreement shall be brought exclusively before the Canadian Arbitration Association as outlined below, and you hereby consent to its jurisdiction.
- 10. Arbitration and Class Action Waiver.** We hereby agree to submit to mandatory binding arbitration, and not as a plaintiff or class member in any purported class or collective

proceeding. THE PARTIES HEREBY WAIVE ANY RIGHTS WE MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY CLAIMS BETWEEN THE PARTIES. The parties agree that arbitration will be binding to any dispute, claim, or controversy arising out of, relating to, or connected with the Terms, including, but by no means limited to, claims of breach of contract (express or implied), breach of the covenant of good faith and fair dealing, fraud, tort claims of any kind, claims based upon any federal, state, or local ordinance, statute or regulation, or international law or treaty (the "Arbitrable Claims"). Arbitration shall be final and binding upon the parties. Arbitration shall be the exclusive method by which to resolve all Arbitrable Claims, except that We may, at Our own, exclusive option, seek injunctive relief in a court of competent jurisdiction related to the improper use, disclosure, or misappropriation of a Our private, proprietary, confidential, or trade secret information. Further, to the fullest extent permitted by law, the Parties agree that no class or representative actions can be asserted in arbitration or otherwise. All claims, whether in arbitration, or otherwise, must be brought solely to a neutral arbitrator from the Canadian Arbitration Association in accordance with its laws and procedures. All arbitration hearings shall be conducted in Toronto, Ontario, Canada. The arbitrator shall issue a written decision with the essential findings and conclusions on which the decision is based. If, for any reason, any part or portion of this arbitration clause is held to be invalid or unenforceable, all other valid parts and portions shall be severable in nature, and remain fully enforceable.

11. Severability. If any part of this Agreement is found by a court of competent jurisdiction to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision.

12. Entire Agreement. These Terms [together with the Privacy Policy] constitute the entire agreement and understanding between you and Website Owner. These terms supersede and replace all previous oral or written agreements, memoranda, correspondence or other communications between the parties.

13. Notice for California Users. Under California Civil Code Section 1789.3 users of the website or the platform from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Platforms of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us dca@dca.ca.gov

BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. THE MOST CURRENT VERSION OF THE TERMS, WHICH SUPERSEDES ALL PREVIOUS

VERSIONS, CAN BE REVIEWED BY GOING TO [web address/link]. Website RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO YOU.] YOU FURTHER UNDERSTAND AND AGREE THAT CLICKING OR PRESSING ON THE "I AGREE" IS THE ELECTRONIC EQUIVALENT OF A WRITTEN SIGNATURE ON THIS DOCUMENT.

[I agree] [I do not agree]