

TERMS & CONDITIONS

Effective Date: December 13, 2023.

1. Introduction and Overview.

These Terms of Use (“Terms”) set forth a legally binding agreement between you and Artafen LLC (“Artafen”, “we”, “our”, or “us”), and govern your use of any online service location that posts a link to these Terms, and all features, content, and other services that we own, control and make available through such online service location, including the Artafen Store (collectively, the “Service”).

PLEASE NOTE THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF DISPUTES BETWEEN US AND YOU AND LIMIT OUR LIABILITY TO YOU (SEE AGREEMENT TO ARBITRATE DISPUTES BELOW). THESE PROVISIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

In some instances, both these Terms and separate terms elsewhere on the Service will apply to your use of the Service (“Additional Terms”). To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

By using the Service, you agree to these Terms, and consent to our collection, use and disclosure practices, and other activities as described in our Privacy Policy. If you do not agree and consent, discontinue use of the Service.

2. Service Use.

A. Content.

The Service contains: (i) materials and other items relating to Artafen and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Artafen; and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”). All right, title, and interest in and to the Service and the Content is the property of Artafen or our licensors or certain other third parties, and is protected by international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

B. Limited License.

Subject to your strict compliance with these Terms and any applicable Additional Terms, Artafen grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, and play the Content on a personal computer, browser, laptop, tablet, mobile phone, or other internet-enabled device (each, a “Device”) and/or print one copy of the Content as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content,

and (ii) may be suspended or terminated for any reason, in Artafen's sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

C. Accounts

Certain features of the Service may require you to register an account. When registering an account, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; (iii) protect and prevent unauthorized access to your account; (iv) not transfer or share your account with any third party; and (v) immediately notify us of any suspected or actual unauthorized use of your account or breach of security. Please note that you are solely responsible for all activities that occur under your account, whether or not you authorized the activity, and we are not liable for any loss or damage to you or any third party arising from your failure to comply with any of the foregoing obligations.

D. Restrictions

You may not use the Service unless you are at least thirteen (13) years old.

You may not: (i) use the Service or Content for any political or commercial purpose; (ii) engage in any activity in connection with the Service or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else's privacy, or otherwise objectionable to Artafen; (iii) harvest any information from the Service or Content; (iv) reverse engineer or modify the Service or Content; (v) interfere with the proper operation of or any security measure used by the Service or Content; (vi) infringe any intellectual property or other right of any third party; (vii) use the Service or Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms or any applicable Additional Terms.

You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Service and Content.

E. Availability

Artafen may suspend or terminate the availability of the Service and Content, in whole or in part, to any individual user or all users, for any reason, in Artafen's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from Artafen, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service and Content.

F. Reservation of Rights.

All rights not expressly granted to you are reserved by Artafen and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Content or Service for any purpose is .

3. Unsolicited Submissions.

When you submit any unsolicited ideas, feedback, opinions, techniques, images, sounds, videos, or other content to us through or relating to the Service (“Submissions”), you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including, without limitation, to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submissions, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You further irrevocably grant us the right, but not the obligation, to use your name in connection with your Submissions. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights.

You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your Submissions.

You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this Section. You alone, though, retain whatever legally cognizable right, title, and interest that you have in your Submission and remain responsible for them.

4. Copyright Infringement.

A. DMCA Notification.

Artafen responds to copyright notifications submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”). To submit a notice of claimed copyright infringement under U.S. law, provide our designated agent with the following written information:

A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;

Identification of the copyrighted work claimed to have been infringed;

Identification of the infringing material and information reasonably sufficient to permit us to locate that material;

Your contact information, including your address, telephone number, and an e-mail address;

A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We will respond to notifications of claimed copyright infringement in accordance with the DMCA.

B. Counter Notification.

If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

A physical or electronic signature;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which Artafen may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

We will respond to counter notifications in accordance with the DMCA.

5. Products, Availability, and Orders.

We try to be as accurate as possible in the descriptions and depictions of the products, including apparel, toys and games, housewares, plush, prints, accessories, etc. (collectively, the "Products") available for sale in the Artafen shop currently. However, there may be errors in the information and pictures displayed to you. Actual Product packaging and materials may contain additional and different information than that displayed on the Store. All photographs, drawings, pictures, renderings, dimensions, specifications, performance data and other information on the Store are provided for general illustrative and informational purposes only and do not constitute a representation or warranty that the Products will conform with the same. Please refer to any manufacturer's labels, warnings, specifications, directions, and warranty documentation provided with the Product before use to determine your rights and remedies. You should not rely solely on the information presented on the Store. There is no warranty or guarantee that the colors, quality, product descriptions, or other content on the Store is accurate, complete, reliable, current, or error-free.

While we make every effort to confirm Products appearing on the Store are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. The Products on the Store are subject to availability, do not constitute an offer by us, and may be removed or revised by us at any time before we accept your order (our acceptance is described in Section 4 below). If a Product is or becomes out of stock, we may cancel or reject your order without liability, and we will also refund any payment that you previously made for that canceled or rejected order, including any shipping or handling charges. Given the popularity of some Products, we reserve the right to limit the quantities of items that can be purchased.

For certain Products which are not yet available for shipping, we may make such Products available on the Store for pre-order. We may charge you the full price of the Product when we accept your offer to

pre-order. If a Product available for pre-order is included in an order with additional items, all Products will ship together with the pre-ordered Product which may delay your expected shipping date.

By clicking "Place Order": (a) you agree to be bound by these Terms; (b) you represent that you have provided true and accurate information during the ordering process; and (c) you acknowledge that you have reviewed your order and authorize us or our agent/commissionaire to process your payment method and charge you for your order. Your order request will be transmitted to us when you click "Place Order." Your order is a binding offer by you to us to purchase the Product(s) in the order at the price and delivery terms stated in the order, and such offer is subject to our acceptance. When you place an order on the Store through our website, you consent to: (y) the use of electronic communications to enter into contract(s) of sale, and (z) receive confirmation notices, sales invoices, and records of transactions electronically. You may withdraw your consent to electronic delivery of notices, but if you do, we may cancel your order. If you do not agree to receive notices electronically, you must stop using the Store. Electronic notices may be available in your Artafen account. If you do not have a Artafen account, or do not have access to your electronic notices, we may be able to provide you with copies if you contact customer support, as outlined below. You are responsible for making copies of electronic notices and these Terms for your own records

After you place an order, the Store will display a confirmation message and you will receive a confirmation email that we have received your offer to purchase; this is an acknowledgement of your order and not an acceptance by us. We only accept your offer, and conclude each contract of sale for the applicable Product(s) in your order, when we have both: (a) dispatched the Product to you, and (b) received payment of the purchase price of the Product by means of the payment method you provided. We may cancel any pending orders (and any portion of an order for more than one Product) for any reason and at any time before our acceptance if we have not yet shipped the Product(s) to you. We may also require additional information from you before accepting your order. If we accept your order, we may email you a purchase confirmation notice providing relevant details on the purchase and a binding contract will form between you and us. If we are unable to accept your order because a Product is not available, we may notify you when it becomes available again (subject to your consent).

Once you place an order, your orders cannot be canceled or changed online. Please contact customer support. if you have any questions concerning your order. If we determine, or have reason to believe, that you are unable to pay for your submitted orders, you fail to pay any amount by the due date, you breach these Terms, or you have engaged in any fraudulent or criminal activity in connection with your use of the Store, or if we are unable to process payment to the payment method you provided, then we may take any actions we deem necessary to prevent, respond to, or investigate any actual, attempted, or alleged delinquent, fraudulent, deceptive, or illegal activities. For example, we may cancel any and all contracts between us and you, stop any Products in transit to you, suspend any ongoing deliveries or services, and/or notify law enforcement (or another appropriate government agency).

6. Payment Terms.

Prices and discounts available on the Store are subject to change at any time. We try to be as accurate as possible, but automatic order confirmation errors may occur. Please check the automatic confirmation message and order acknowledgement for errors and inform us immediately of any discrepancies. Pricing may be indicated on the Store or order acknowledgment, but if there is any discrepancy, the price in effect based on our internal records at the time of our acceptance shall control. If the price or Product

information for an order is incorrect, no matter how the error occurred, we may at our sole discretion notify you of any errors before dispatch and/or cancel your order and refund you the amount you paid.

By placing an order and making an offer to complete a transaction on the Store, you agree to pay for all charges for orders made by you. You may pay for an order using only the payment methods displayed on the Store at the time of purchase, and we may change the acceptable payment methods at any time (up to and including the date we dispatch the Product) at our sole discretion. You agree to provide accurate and complete payment information to us or our third party payment processor(s) ("Payment Processor(s)"). You further agree that you are the authorized user of the card, PIN, key, account or other payment method we may identify as acceptable associated with charges for your orders. All transactions may be deemed to be governed by law and regulatory requirements applicable at the time the transaction was completed. You agree that you will not use IP proxying or other methods to disguise the place of your location, whether to circumvent geographical restrictions on game content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, we may cancel your order, terminate access to your account, and/or take any other actions we deem necessary in accordance with these Terms.

Prices on the Store do not include shipping and handling, expedited services, or sales tax, if applicable, which will be added to your total price during the ordering process. You are responsible for paying any shipping and handling charges and any sales taxes or other charges added at the time you complete a transaction. You are responsible for all bank fees related to any transactions or failed transactions (e.g., chargebacks from your bank or credit card provider) initiated by you, including domestic and international transaction fees.

Products ordered for delivery out of country may be subject to import duties and taxes levied on the package when it reaches the delivery location. You are solely responsible for any additional charges for customs clearance, and we will not be liable to you for any such charges. It is your responsibility to determine and pay all taxes due. Please be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

For certain Products which are in development and not yet available for dispatch, we may make such Products available on the Store for pre-order. We may charge you the full price of the Product when we accept your offer to pre-order. If we are unable to accept your pre-order because a Product will not be available or is delayed, we may cancel your pre-order and/or notify you when it may become available for pre-order again (subject to your consent).

7. Delivery.

We will only dispatch Products once we have received payment in full for the relevant Products in orders accepted by us. For digital Products, you will receive a link in the purchase confirmation email directing you to the Product's key and allowing you to unlock and download your digital Product.

Orders may not be accepted for delivery to certain addresses and territories. If accepted, your order will be delivered to the valid address you provide during the ordering process. Please check the delivery address on any order acknowledgment or purchase confirmation we provide, and notify us of any errors as soon as possible. If you change your delivery address after you submit an order, we reserve the right to cancel your order and/or notify you of any extra costs.

We will ship Products you purchase via the shipping method of our choice, on such other terms and conditions (such as applicable shipping and handling fees) that we may disclose to you at the time of your purchase. We will send you a shipping confirmation email with order information and tracking details. We do not guarantee the services of any shipping service, and delivery dates and times are estimates and are not guaranteed. We will, however, use commercially reasonable efforts to dispatch the Product for delivery within the timeframe indicated on your purchase confirmation. During busy times, such as holiday periods and periods of inclement weather, there may be additional processing and shipping delays. At our discretion, we may choose to halt, or alter, the delivery of an order, even though it is in the hands of a delivery agent or shipping company. We may do this as a customer service or in cases where we suspect fraud. You agree to pay any additional charges that may arise due to circumstances in which we take such action.

8. Cancellation and Returns Policy.

Artafen does not accept returns. If you have an issue with your order, please reach out to customer support at shop@artafen.com and we will do our best to accommodate your request. Exchanges may be processed for apparel items only. We will only be able to process exchanges if the Product is available in stock to replace the item. If you would like to exchange an apparel item, please reach out to customer support with your order number and the size you would like to exchange within thirty (30) calendar days from the day you received the Product you wish to exchange.

9. Customer Support.

If you have any questions or comments, please send an e-mail to us at shop@artafen.com. You acknowledge that the provision of support is at Artafen's sole discretion and that we have no obligation to provide you with customer support of any kind. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

10. Third Party Services.

Our Service contains content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties ("Third Party Services"). We may also integrate third party technologies into our Service and host our content on Third Party Services. These Third Party Services are not owned, controlled, or operated by us, and you acknowledge and agree that we are not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them. If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk. For more information on Third Party Services, see our Privacy Policy.

11. Service Features.

A. Wireless Device Features.

The Service may offer features that are available to you via your wireless Device including the ability to access the Service's features and upload content to the Service. By using the Service, you agree that Artafen may collect information as described in our Privacy Policy, which includes information related to

your use of the Services via your wireless Device, and that Artafen may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. Data rates and other carrier fees may apply.

B. E-mails.

You can opt-out of receiving certain promotional e-mails from us at any time by following the instructions as provided in e-mails to click on the unsubscribe link, or contacting us here with the word UNSUBSCRIBE in the subject field of the e-mail. Your opt-out will not affect non-promotional e-mails, such as those about your account, transactions, servicing, or Artafen's ongoing business relations.

Please note that any opt-out by you is limited to the e-mail address used and will not affect subsequent subscriptions.

12. Agreement to Arbitrate Disputes and Choice of Law.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

A. We Both Agree to Arbitrate.

You and Artafen agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate Artafen's intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances Laika may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein.

B. What is Arbitration.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

C. Arbitration Procedures.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or Artafen must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at www.jamsadr.com.
- (2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
- (3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. The arbitration hearing may be by telephone or in-person. Disputes may also be resolved by submission of documents and without in-person or telephonic hearings as provided by the Rules. To the extent necessary, the locale of the hearing will be the county of the consumer's home address or, at the consumer's election, such other locale as mutually agreed to by the parties, or as determined by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held under Oregon law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

D. Authority of Arbitrator.

The arbitrator will decide the rights and liabilities, if any, of you and Artafen, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Artafen.

E. No Class Actions.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

F. Representative PAGA Waiver.

Notwithstanding any other provision of these Terms or the Agreement to Arbitrate, to the fullest extent permitted by law: (1) you and Artafen expressly intend and agree not to assert a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the PAGA, both you and Artafen agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other

individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of these Terms, this Agreement to Arbitrate, or the Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from these Terms; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Agreement to Arbitrate or the requirement that any remaining disputes be arbitrated on an individual basis pursuant to the Agreement to Arbitrate; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any disputes to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those disputes, the Parties agree that litigation of those disputes shall be stayed pending the outcome of any individual disputes in arbitration.

G. Exceptions to Arbitration.

This Agreement to Arbitrate shall not require arbitration of the following types of disputes: (1) small claims actions brought on an individual basis that are within the scope of such small claims court’s jurisdiction; or (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA.

H. Waiver of Jury Trial.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Artafen in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND ARTAFEN WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

I. Choice of Law/Forum Selection.

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws, excluding its conflict of law rules.

J. Opt-Out of Agreement to Arbitrate.

You can decline this Agreement to Arbitrate by emailing Artafen at artafen-legal@artafen.com and providing the requested information as follows: (1) Your Name; (2) the URL of the Terms and Agreement to Arbitrate Disputes; (3) Your Address; (4) Your Phone Number; (5) and clear statement that you wish to opt out of this arbitration provision in the Terms. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms by using the Service.

13. Disclaimer of Representations and Warranties.

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. NEITHER ARTAFEN NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "ARTAFEN PARTIES") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE CONTENT OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM ARTAFEN INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

14. Limitations of Our Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE ARTAFEN PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE, (B) THESE TERMS OR (C) YOUR MISUSE OF THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM ARTAFEN INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

15. Indemnification

You agree to defend, indemnify and hold harmless the Artafen Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your misuse of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (vi) your use of a Third Party Service; or (vi) any misrepresentation made by you. Artafen reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with

Artafen's defense of any claim. You will not in any event settle any claim without the prior written consent of Artafen.

This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Service.

16. Waiver of Injunctive or other Equitable Relief.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ARTAFEN OR A LICENSOR OF ARTAFEN.

17. Updates to Terms.

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms and any applicable Additional Terms, without prior notice. You agree that we may notify you of any updated Terms and any applicable Additional Terms by posting them on the Service so that they are accessible via a link from the home page, and/or to send you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. If you object to any such changes, your sole recourse is to cease using the Service.

18. General Provisions.

A. Consent or Approval.

No Artafen consent or approval may be deemed to have been granted by Artafen without being in writing and signed by an officer of Artafen.

B. Survival.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Service, including sections on Service Use (except for the limited license), Unsolicited Submissions, Copyright Infringement, Products, Availability, and Orders, Cancellation and Return Policy, Customer Support, Third Party Services, Service Features, Agreement to Arbitrate Disputes and Choice of Law, Disclaimer of Representations and Warranties, Limitations of Our Liability, Indemnification, Waiver of Injunctive or Other Equitable Relief, Updates to Terms, and General Provisions, will survive.

C. Severability; Interpretation; Assignment.

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Artafen may

assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Artafen.

D. Complete Agreement; No Waiver.

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Artafen in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

E. International Issues.

Artafen controls and operates the Service from Europe, and Artafen makes no representation that the Service is appropriate or available for use beyond the Europe. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Service. Software related to or made available by the Service may be subject to export controls of the Europe, and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to Europe export controls or sanctions.

F. Investigations; Cooperation with Law Enforcement.

Artafen reserves the right to investigate and prosecute any suspected breaches of these Terms or the Service. Artafen may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.