

Colle Terms of Service

Last Updated Date: October 5th, 2023

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE “**TERMS OF SERVICE**”) CAREFULLY.

Welcome, and thank you for your interest in Colle, Inc. (“**Colle**,” “**we**,” or “**us**”), our proprietary platform and marketplace, which can be accessed via www.colle.io (the “**Platform**”) and any other services or resources that are accessed or enabled via the Platform (collectively, the “**Services**”).

BY ACCESSING OR USING THE SERVICES IN ANY WAY, INCLUDING CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE PLATFORM, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COLLE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF SERVICE PERSONALLY OR ON BEHALF OF ANY ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF SERVICE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE PLATFORM. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS PLATFORM OR THE SERVICES.**

THE SERVICES INCLUDE A MARKETPLACE WHICH ALLOWS USERS TO OFFER TO SELL, SELL AND BUY TANGIBLE AND/OR DIGITAL GOODS, ASSETS, PRODUCTS, SERVICES AND BENEFITS (“**ITEMS**”). THE SERVICES ALSO INCLUDE THE ABILITY TO CREATE OR OBTAIN A CERTIFICATE FOR CERTAIN ITEMS THAT ARE BOUGHT OR SOLD USING THE PLATFORM (EACH, A “**CERTIFICATE**”). HOWEVER, ALL ITEMS ARE FURNISHED BY OR ON BEHALF OF SELLERS IN CONNECTION WITH SUCH SALES. WE ARE NOT A BROKER, DEALER, AUCTIONEER, FINANCIAL INSTITUTION, OR CREDITOR. YOU AGREE THAT COLLE 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 ITEM IN RESPECT OF THE USE, MISUSE, PROVISION OR FAILURE TO PROVIDE ANY ITEM.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ITEMS YOU PURCHASE THROUGH THE SERVICES.

THE TERMS OF SERVICE INCLUDE (1) YOUR AGREEMENT THAT COLLE’S LIABILITY REGARDING THE SERVICES IS LIMITED; (2) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY; (3) YOUR CONSENT TO RELEASE COLLE FROM LIABILITY; AND (4) YOUR AGREEMENT TO INDEMNIFY COLLE FOR YOUR USE OF, OR INABILITY TO USE, THE SERVICES.

PLEASE BE AWARE THAT SECTION 18 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COLLE. AMONG OTHER THINGS, SECTION 18 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 18 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 18 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

PLEASE BE AWARE THAT SECTION 2.4 (COLLE COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL AND PUSH NOTIFICATION.

You should print a copy of these Terms of Service or save them to your computer for future reference.

Your use of, and participation in, certain Services may be subject to additional terms or policies (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Service or will be presented to you for your acceptance when you sign up to use the supplemental Services. Currently, our Supplemental Terms include our Transaction and Fee Policy. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Services. The Terms of Service and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY COLLE IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Colle will make a new copy of the Terms of Service available at the Platform and any new Supplemental Terms will be made available from within, or through, the affected Services on the Platform. We will also update the “Last Updated” date at the top of the Terms of Service. If we make any material changes, and you have registered with us to create an Account (as defined in Section 3.1 (Registering Your Account) below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Agreement. Any changes to the Agreement will be effective immediately for new users of the Platform, and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Platform for existing Registered Users (defined in Section 3.1 (Registering Your Account) below), provided that any material changes shall be effective for Registered Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Platform or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users. Colle may require you to provide consent to the updated Agreement in a specified manner before further use of the Platform and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you must stop using the Platform and/or the Services. Otherwise, your continued use of the Platform and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE PLATFORM TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

1. SERVICES OVERVIEW.

1.1 Marketplace for Connecting Buyers and Sellers. Colle provides a marketplace that allows Registered Users to offer, sell and buy Items. Items listed on the Platform are being offered by the individuals seeking to sell Items (“**Sellers**”), and the actual contracts for sale are between the Sellers and the individuals seeking to buy Items (“**Buyers**”). Unless explicitly set forth at point of sale, Colle is not the Seller of any Item listed on the Platform and will not personally provide or deliver any Items. Colle does not hold or custody any Items. While we may, in our discretion, help facilitate resolution of disputes through various programs, we cannot control or guarantee the truth or accuracy of a Registered User’s Content, the ability of Sellers to sell Items, the ability of Buyers to pay for Items, or that a Buyer and Seller will actually complete a transaction or return an Item listed on the Platform. While Colle may provide pricing and guidance for Items sold by Sellers on our Platform, such information is solely informational. We do not have control over the quality, timing, legality, failure to provide, or any aspect whatsoever of any ratings provided by Registered Users, , or of the integrity, responsibility, or any actions of any Registered Users. Colle makes no representations about the suitability, reliability, timeliness or accuracy in public, private or offline interactions. When interacting with other Registered Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don’t know. NEITHER COLLE NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. COLLE AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICES OR YOUR USE OF OR INABILITY TO USE ANY ITEMS PURCHASED THROUGH THE SERVICES.

1.2 Minting Digital Items. A Registered User may be able to use the Services to create or issue (“**Mint**”) a digital Item embedded in or linked to a non-fungible token (“**NFT**”) hosted on a blockchain platform supported by Colle (each, a “**Digital Item**”). When you Mint a Digital Item, you agree to comply with any terms, including licenses or payment rights, that you embed within or otherwise include with the Digital Item, and to fully disclose all such terms in the description of your listing of the Digital Item on the Platform. Certain additional terms may apply to your use of the Services to mint Digital Items.

1.3 Seller Representations. When you Make Available Your Content (each as defined below) in connection with the listing of an Item for sale or resale, you represent and warrant that Your Content is accurate and truthful and complies with all applicable laws, including without limitation laws applicable to the offering for sale and sale of any Items. You further represent and warrant that all information provided by you in connection with your listing is accurate and complete. If you have any questions about selling items on or through the Platform, please contact us at support@colle.io.

2. USE OF THE SERVICES. The Services are protected by copyright laws throughout the world. Unless otherwise specified by Colle in a separate license, your right to use the Services is subject to the Agreement. You agree that you will only access and use the Services in accordance with their designed functionality and the terms of this Agreement.

2.1 Updates. You understand that the Services are evolving. As a result, Colle may require you to accept updates to the Apps that you have installed on your computer or mobile device. You acknowledge and agree that Colle may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

2.2 Certain Restrictions. Your ability to access and use the Services and the other rights granted to you in the Agreement are subject to the following restrictions: you shall not (a) license, sell,

rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Platform; (b) frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Colle; (c) use any metatags or other “hidden text” using Colle’s name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Platform (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (g) use the Services to solicit for any other business, Platform or services; (h) use the Services to solicit, advertise for, or contact in any form, users for employment or any other purpose not related to the Services; and (i) use the Services to collect usernames and/or e-mail addresses of users by electronic or other means without the express prior written consent of Colle. Except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update or other addition to the Services shall be subject to the Agreement. Colle, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services terminates the licenses granted by Colle pursuant to the Agreement.

2.3 Colle Communications. By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail and push notifications. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning Colle and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

3. REGISTRATION.

3.1 Invitation. In order to access certain features of the Services, you may need to receive an invitation from Colle. Colle reserves the rights to establish eligibility criteria to extend an invitation, whether or not such criteria are published. You acknowledge and agree that Colle makes all decisions regarding who to invite to join the Services in its sole and absolute discretion.

3.2 Registering Your Account. After you have received an invitation to join, in order to access certain features of the Services, you will be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account on the Platform (“**Account**”). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Colle, or if you have been previously banned from any of the Services.

3.3 Registration Data. In registering an Account on the Platform, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the

United States, your place of residence or any other applicable jurisdiction. None of: (w) you; (x) any affiliate of any entity on behalf of which you are entering into this Agreement; (y) any other person having a beneficial interest in any entity on behalf of which you are entering into this Agreement (or in any affiliate thereof); or (z) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) located, organized, or resident in a country or territory that is subject to U.S. embargo (including Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions of Ukraine); (B) an entity or individual named on any U.S., EU, UK, or other applicable governmental prohibited party list (including, but not limited to, the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Person's List or Entity List, lists maintained by UK His Majesty's Treasury, or the Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions) ("**Prohibited Party Lists**"), any person that is directly or indirectly 50% or more owned (individually or in the aggregate) or otherwise controlled by persons designated on a Prohibited Party List, or any other person or entity prohibited under U.S., EU, UK, or other relevant governmental sanctions programs; or (C) a senior foreign political official or figure, or any immediate family member or close associate of a senior foreign political official or figure. If you provide any information that is untrue, inaccurate, not current or incomplete, or Colle has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Colle has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). Colle reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights.

3.4 Access through Third-Party Accounts. You may be able to register for or login to your Account using a valid account on a third-party service supported by the Services ("**Third-Party Account**"). If you access the Services through a Third-Party Account, you represent that you are entitled to disclose your Third-Party Account login information to us or otherwise grant us access to your Third-Party Account (including without limitation for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Colle to pay any fees or making Colle subject to any usage limitations imposed by such third-party service providers. By granting Colle access to any Third-Party Accounts, you understand that Colle may access, make available, and store (if applicable) any Content that you have provided to and stored in your Third-Party Account that is available on or through the Services in accordance with the functionality of the Services. All such Content shall be considered to be Your Content for all purposes of this Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable, or Colle's access to such Third-Party Account is terminated by the third-party service provider, then Your Content may no longer be available on and through the Services. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND COLLE DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

3.5 Account Rights and Responsibilities. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Colle. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept

full responsibility for any unauthorized use of the Services by minors. You may not share your Account or password with anyone, and you agree to notify Colle immediately of any unauthorized use of your password or any other breach of security.

3.6 Digital Wallets. In order to purchase an Item, you may be required to connect a digital wallet through a third-party service to the Services. You may be required to download a supported bridge extension and use such extension to connect and unlock your digital wallet through the Services. Whether a certain digital wallet is supported by Colle is subject to change in Colle's sole discretion.

3.7 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

3.8 Registered User Representations and Warranties. When you register for an Account, you hereby represent and warrant, to and for the benefit of Colle and its affiliates, as follows:

(a) Independent Investigation and Non-Reliance. You are sophisticated, experienced and knowledgeable in the minting, listing, buying, selling or trading of any Items using blockchain technology. Additionally, you have conducted an independent investigation of the Services and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing and, in making the determination to mint, list, buy, sell or trade any Items using the Services, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the Items, are evolving, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the Items) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Colle, in determining to enter into this Agreement, mint, list, buy, sell or trade any Items or use the Services.

(b) Litigation. There is no legal proceeding pending that relates to your activities relating to the minting of Items or other token- or digital asset- trading or blockchain technology related activities.

(c) Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities or minting Items. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to buying, minting or selling Items.

4. RESPONSIBILITY FOR CONTENT.

4.1 Types of Content. You acknowledge that all software, code, text, photographs, images, illustrations, graphics, video, audio, and other materials and content ("**Content**"), including the Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Colle, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make

available (“**Make Available**”) through the Services (“**Your Content**”), and that you and other Registered Users of the Services, and not Colle, are similarly responsible for all Content that you and they Make Available through the Services (“**User Content**”). If you are a Seller, Your Content includes any Content that you Make Available to Colle, including any marketing content generated or provided pursuant to a separate written agreement with Colle and your Items, including both Digital Items and tangible Items.

4.2 No Obligation to Pre-Screen Content. You acknowledge that Colle has no obligation to pre-screen Content (including, but not limited to, User Content), although Colle reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Colle pre-screens, refuses or removes any Content, you acknowledge that Colle will do so for Colle’s benefit, not yours. Without limiting the foregoing, Colle shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

4.3 Storage. Unless expressly agreed to by Colle in writing elsewhere, Colle has no obligation to store any of Your Content that you Make Available on the Services. Colle has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. You agree that Colle retains the right to create reasonable limits on Colle’s use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Services and as otherwise determined by Colle in its sole discretion.

5. OWNERSHIP.

5.1 The Services. Except with respect to Your Content and User Content, you agree that Colle and its suppliers own all rights, title and interest in the Services, including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Colle software. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Services. Notwithstanding anything to the contrary herein, the Services and Content may include software components provided by Colle or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

5.2 Trademarks. Colle and all related graphics, logos, service marks and trade names used on or in connection with any the Services or in connection with the Services are the trademarks of Colle and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

5.3 Your Content. Colle does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in the Services, you represent that (i) you own and/or have all rights (including any moral rights) necessary to grant the licenses to Your Content set forth in Section 5.4, (ii) Colle will not need to obtain licenses from any third party or pay royalties to any third party with respect to the streaming or other permitted distribution of Your Content; and (iii) you have obtained appropriate releases (if necessary) from all persons who appear in Your Content. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the licenses stated below. You agree that you, not Colle, are responsible for all of Your Content that

you Make Available on or in the Services. Any Content posted by you may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by Colle in its sole discretion. You may not post or include in any Content, including Digital Items, any photograph, videos or other images of another person without that person's permission.

5.4 License to Your Content.

(a) License to Digital Items. The Services may give you the ability to sell access to Your Content as a Digital Item. If you sell a Digital Item on the Platform, then you grant Colle a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free (except as otherwise expressly set forth in our Fee Policy), non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, reformat, transcode, and display such Digital Item (in whole or in part) for the purposes of (i) operating and providing the Services to you and to our other Registered Users, (ii) streaming the Digital Item to the Buyer and any subsequent users to whom such Digital Item is transferred on the Platform, and (iii) make the Digital Item available for download by the Buyer and any subsequent users to whom such Digital Item is transferred on the Platform. Additionally, if you sell a Digital Item on the Platform, you grant the Buyer (and any subsequent Buyers to whom such Digital Item is validly transferred) a license to use the Digital Item solely for personal, non-commercial, and non-promotional purposes, or such other purposes as you may select at point of sale (the "**Permitted Use**"), subject to Section 6.2.

(b) License to Your Content that is not a Digital Item. For all of Your Content that is not a Digital Item, subject to any applicable account settings that you select, you grant Colle a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of the Services.

5.5 Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Services, you hereby expressly permit Colle to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

5.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Colle through its suggestion, feedback, wiki, forum, or similar pages ("**Feedback**") is at your own risk and that Colle has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Colle a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Colle's business.

5.7 Relationship of the Parties. You are an independent contractor and not a partner, joint venturer, agent or employee of Colle and you will not bind nor attempt to bind Colle to any contract. You are not eligible to participate in any of Colle's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs.

6. USER CONDUCT. As a condition of use, you agree not to use the Services for any purpose that is prohibited by this Agreement or by applicable law.

6.1 You shall not (and shall not permit any third party to) either (a) take any action or (b) Make Available any Content on or through the Services that:

- (a) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity;
- (b) is unlawful, threatening, abusive, harassing, misleading, malicious, false, defamatory, libelous, pornographic, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane or racially, ethnically, or otherwise discriminatory;
- (c) constitutes unprofessional conduct;
- (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail;
- (e) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Colle's prior written consent;
- (f) impersonates any person or entity, including any employee or representative of Colle;
- (g) interferes with or attempt to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement;
- (h) manipulates the price of any listed Item or interferes with a Registered User profile or Seller listings;
- (i) transfers your Account and username to another party without our consent;
- (j) bypasses our robot exclusion hardware, interferes with the working of the Services, or imposes an unreasonable or disproportionately large load on our infrastructure;
- (k) uses the Services to collect, harvest, transmit, distribute or submit any information concerning any other person or entity, including without limitation photographs of others, personal contact information or credit card, debit or calling card or account numbers without their permission;
- (l) takes any action that may undermine any feedback or ratings systems we have in place;
- (m) breaches or circumvents any laws, third party rights or our systems, policies, or determinations of your Account status, including but not limited to laws related to the export control, sanctions, or the prevention of money laundering or terrorist financing;
- (n) deliberately engages in activities designed to adversely affect the performance of the blockchain platform used by the Services;

- (o) attempts to engage in or engages in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, using manual or automated software or other means to access, “scrape,” “crawl” or “spider” any pages contained in the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” the Services.
- (p) engages in or knowingly facilitates any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:
 - (i) trading an Item at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Item, unduly or improperly influencing the market price for such Item trading on the Services or establishing a price which does not reflect the true state of the market in such Item
 - (ii) executing or causing the execution of any transaction in an Item which involves no material change in the beneficial ownership thereof
 - (iii) entering any order for the purchase or sale of an Item with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Item, has been or will be entered by or for the same or different parties
 - (iv) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of an Item;
- (p) uses the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, commodities futures, trading of commodities on a leveraged, margined, or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings, or other similar transactions; or
- (q) uses the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments; (ii) give owners any rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to DeFi yield bonuses, staking bonuses, and burn discounts.

6.2 You may only use any User Content, whether as embedded in or otherwise comprising a Digital Item or otherwise available on the Services, in accordance with the terms of this Agreement and with the terms of any additional right or license granted expressly by the creator of such User Content and, in the case of Digital Items, as set forth at point of sale and solely if as applicable to you as a Buyer. In all cases, except as expressly permitted by this Agreement: (i) you may not sell, re-sell, or encumber your rights in any User Content; (ii) you may not remove, alter or obscure any copyright, trademark,

service mark or other proprietary rights notices incorporated in or accompanying any User Content; (iii) you may not edit, change, modify, or create any derivative work of any User Content or assist or encourage any third party to do so; and (iv) you agree that we may terminate all or part of your licenses to User Content at any time for any reason, including for any breach of this Agreement. In the event that we terminate your license to any User Content, you must promptly remove all copies of such User Content in your possession or control, including on any social media platform, and take any other action we reasonably request to assist in locating and removing the User Content, including identifying each recipient of such User Content.

6.3 The value of the Platform rests in its thriving marketplace for Buyers and Sellers. You acknowledge and agree that it is a material breach of this Agreement to arrange for the sale of listed Items from, or the payment for such Items to, Sellers outside the context of the Platform for the purposes of circumventing the obligation to pay Colle's Fees for Items purchased through the Platform.

7. INTERACTIONS WITH OTHER USERS.

7.1 Price Negotiation. Buyers and Sellers may connect directly via the Platform, including to negotiate the price for various Items. Colle bears no responsibility and has no liability in connection with such negotiations.

7.2 User Responsibility. You are solely responsible for your interactions with other Registered Users and any other parties with whom you interact; provided, however, that Colle reserves the right, but has no obligation, to intercede in such disputes. You agree that Colle will not be responsible for any liability incurred as the result of such interactions.

7.3 Content Provided by Other Users. The Services may contain User Content provided by other Registered Users. Colle is not responsible for and does not control User Content. Colle has no obligation to review or monitor User Content, and Colle does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Registered Users at your own risk.

8. TRANSACTIONS; FEES. In the event that you use the Platform to purchase or sell an Item, you must agree to our [Transaction and Fee Policy](#) (the "**Transaction and Fee Policy**") and comply with any requirements thereunder. Subject to compliance with the Transaction and Fee Policy, you may initiate payments to Sellers for Items (as a Buyer) or receive payments from Buyers (as a Seller) processed on your behalf by Colle. Additionally, while registering for the Services is free, we charge certain fees in connection with the processing of purchase and sale transactions through the Services (as well as for certain other aspects of the Services) as further set forth in our [Transaction and Fee Policy](#) ("**Fees**"). All amounts are quoted in US dollars unless otherwise stated. We may change our [Transaction and Fee Policy](#) from time to time by updating the Transaction and Fee Policy in accordance with the terms of this Agreement.

9. ASSUMPTION OF RISK RELATED TO BLOCKCHAIN TECHNOLOGY. You acknowledge and agree that:

9.1 The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Items, which may also be subject to significant price volatility. We cannot and do not guarantee that any purchasers of Items, including Digital Items, will not lose money.

9.2 You are solely responsible for determining what, if any, taxes apply to transactions involving your Digital Items. Neither Colle nor any other Colle entity is responsible for determining the taxes that may apply to transactions involving Digital Items. When you purchase a Digital Item, you agree to comply with any terms, including licenses or payment rights, that are embedded within or otherwise included with the Digital Item.

9.3 NFTs exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such NFTs. Any transfer of NFTs occurs within the supporting blockchain. Colle makes no representations or warranties about the quality or availability of any supporting blockchain.

9.4 There are risks associated with using NFTs and cryptocurrency, 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 digital wallet.

9.5 The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of Digital Items.

9.6 There are risks associated with purchasing user-generated User Content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.

9.7 Colle reserves the right to hide Digital Items, Certificates, contracts, and assets that Colle suspects or believes may violate this Agreement. Digital Items you purchase or Certificates may become inaccessible on the Services. Under no circumstances shall the inability to view any assets on the Services serve as grounds for a claim against Colle.

9.8 Colle has no responsibility for the Items minted, sold, bought or traded on the Services. Colle does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Item created or traded on the Services. For the avoidance of doubt, Colle shall have no responsibility for any failure of any Registered User to comply with any terms regarding the authenticity, originality, uniqueness, scarcity or other description or characteristics of the Item furnished by or on behalf of that Registered User and available via the Services.

10. RELEASE. Colle expressly disclaims any liability that may arise between users of its Services. The Platform is only a venue for connecting Buyers with Sellers. Because Colle is not a party to the actual contracts between Buyers and Sellers, in the event that you have a dispute with one or more users, you release Colle, its parents, subsidiaries, affiliates, officers, employees, investors, agents, partners and licensors, but excluding any users (each an “**Colle Party**” and collectively the “**Colle Parties**”) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “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.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by an

Colle Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services provided hereunder.

11. INDEMNIFICATION. You agree to indemnify and hold harmless the Colle Parties from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any of the Services; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. Colle reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Colle in asserting any available defenses. This provision does not require you to indemnify any of the Colle Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Platform or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

12. DISCLAIMER OF WARRANTIES AND CONDITIONS.

12.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. COLLE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. This Section 12 (Disclaimer of Warranties and Conditions) does not affect in any way our return policy or limited warranty for goods purchased on the Services.

(p) COLLE PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO THE SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

(q) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(r) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COLLE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(s) WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF ITEMS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV)

UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES OR ITEMS.

(t) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COLLE OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(u) From time to time, COLLE may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Colle’s sole discretion. The provisions of this section apply with full force to such features or tools.

(v) NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE SUPPORTING BLOCKCHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY NFT OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE APPLICABLE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT COLLE OR ANY COLLE ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ITEMS. WE CANNOT AND DO NOT GUARANTEE THAT ANY ITEM WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY ITEM PURCHASED THROUGH THE PLATFORM.

12.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT COLLE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COLLE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING SELLERS, BUYERS, AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

(p) Colle makes no warranty that the goods provided by third parties will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Colle makes no warranty regarding the quality of any such goods, or the accuracy, timeliness, truthfulness, completeness or reliability of any User Content obtained through the Services.

(q) We are not involved in the actual transaction between Buyers and Sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of Items advertised, the truth or accuracy of User Content or listings, the ability of Sellers to sell Items, the ability of Buyers to pay for Items, or that Buyer or Seller will actually complete a transaction or return all Items.

(r) We do not transfer legal ownership of Items from the Seller to the Buyer. California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the Buyer and the Seller, unless the Buyer and the Seller agree otherwise. Further, we cannot guarantee continuous or secure access to the Services and operation of the Services may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

12.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT COLLE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES. COLLE MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS

OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. COLLE MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICES.

12.4 Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Colle to monitor such materials and that you access these materials at your own risk.

13. LIMITATION OF LIABILITY.

13.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COLLE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT COLLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (e) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF AN COLLE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COLLE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN COLLE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION. COLLE DOES NOT IN ANY WAY SEEK TO EXCLUDE OR LIMIT LIABILITY FOR (1) DEATH OR PERSONAL INJURY CAUSED BY COLLE'S NEGLIGENCE; (2) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (3) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY ENGLISH OR EU LAW.

13.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, COLLE PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO COLLE BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN COLLE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AN COLLE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN COLLE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

13.3 User Content. EXCEPT FOR COLLE'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN COLLE'S PRIVACY POLICY, COLLE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

13.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

13.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COLLE AND YOU.

14. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. It is Colle's policy to terminate membership privileges of any Registered User who repeatedly infringes copyright upon prompt notification to Colle by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact support@colle.io for notice of claims of copyright infringement.

15. MONITORING AND ENFORCEMENT. Colle may, but is not obligated to, monitor or review the Services and Content at any time. Colle reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Colle; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and/or (e) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.

If Colle becomes aware of any possible violations by you of the Agreement, Colle reserves the right to investigate such violations. If, as a result of the investigation, Colle believes that criminal activity has occurred, Colle reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Colle is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including Your Content, in Colle's possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Colle, its Registered Users or the public, and all enforcement or other government officials, as Colle in its sole discretion believes to be necessary or appropriate.

16. TERM AND TERMINATION.

16.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

16.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and that the Agreement will remain in full force and effect while you use any the Services, unless earlier terminated in accordance with the Agreement.

16.3 No Subsequent Registration. If your registration(s) with, or ability to access, the Services or any other Colle offering, is discontinued by Colle due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Colle offering through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for Fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Colle reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

17. THE SERVICES ARE FOR US-BASED USERS ONLY. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Colle intends to announce such Services or Content in your country. The Services are controlled and offered by Colle from its facilities in the United States of America. Colle makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

18. DISPUTE RESOLUTION. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires U.S. users to arbitrate disputes with Colle and limits the manner in which you can seek relief from us.

18.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Colle agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services, any communications you receive from us, any products sold or distributed through the Services, or this Agreement and any prior versions thereof, including claims and disputes that arose between us before the effective date of this Agreement (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Colle may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Colle may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

18.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Colle. If that occurs, Colle is committed to working with you to reach a reasonable resolution. You and Colle agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Colle therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Colle that you intend to initiate an Informal Dispute Resolution Conference should

be sent by email to support@colle.io or regular mail to our offices located at 1501 Biscayne Blvd, Ste 501, 33132, Miami, FL, USA. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

18.3 Waiver of Jury Trial. YOU AND COLLE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Colle are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

18.4 Waiver of Class and Other Non-Individualized Relief. YOU AND COLLE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 18.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator 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 the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 18.9 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Colle agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Colle from participating in a class-wide settlement of claims.

18.5 Rules and Forum. This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Colle agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by

this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the Account username (if applicable) as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Colle otherwise agree, or the Batch Arbitration process discussed in subsection 18.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Colle agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

18.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 18.9 is triggered, the AAA will appoint the arbitrator for each batch.

18.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the subsection entitled “Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or that such subsection entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any

other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. 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 award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

18.8 Attorneys’ Fees and Costs. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Colle need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.

18.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Colle agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Colle by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“**Batch Arbitration**”). All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Colle. You and Colle agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

18.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to 1501 Biscayne Blvd, Ste 501, 33132, Miami FL, USA, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Colle Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue

to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

18.11 Invalidity, Expiration. Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Colle as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

18.12 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Colle makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Colle at 1501 Biscayne Blvd, Ste 501, 33132, Miami FL, USA, your continued use of the Services, including the acceptance of products and services offered on the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive from us, any products sold or distributed through the Services, or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Colle will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

19. THIRD-PARTY SERVICES.

19.1 Third-Party Platforms, Applications and Ads. The Services may contain links to third-party Platforms (“**Third-Party Platforms**”), applications (“**Third-Party Applications**”) and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Platform, Third-Party Application or Third-Party Ad, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another Platform or destination. Such Third-Party Platforms, Third-Party Applications and Third-Party Ads are not under the control of Colle. Colle is not responsible for any Third-Party Platforms, Third-Party Applications or Third-Party Ads. Colle provides these Third-Party Platforms, Third-Party Applications and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Platforms, Third-Party Applications or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Platforms, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Platform, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Platforms, Third-Party Applications, or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

20. GENERAL PROVISIONS.

20.1 Electronic Communications. The communications between you and Colle may take place via electronic means, whether you visit the Services or send Colle e-mails, or whether Colle posts

notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Colle in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Colle provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“**E-Sign**”).

20.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Colle’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

20.3 Force Majeure. Colle shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, pandemics, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. If you are a UK resident, if a force majeure event occurs that affects Colle’s performance of its obligations under the Agreement: (a) Colle will contact you as soon as reasonably possible to notify you; and (b) Colle’s obligations under the Agreement will be suspended and the time for Colle’s performance of its obligations will be extended for the duration of the force majeure event. You may cancel the Services affected by a force majeure event which has continued for more than thirty (30) days. To cancel please contact Colle.

20.4 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at support@colle.io. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

20.5 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Colle agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Delaware.

20.6 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

20.7 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English. This Agreement, and any contract between us, are only in the English language. C’est la volonté expresse des parties que la presente convention ainsi que les documents qui s’y rattachent soient rediges en anglais.

20.8 Notice. Where Colle requires that you provide an e-mail address, you are responsible for providing Colle with your most current e-mail address. In the event that the last e-mail address you provided to Colle is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Colle’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Colle at the following address 1501 Biscayne Blvd, Ste 501, 33132, Miami, FL, USA. Such notice shall be deemed given when received by Colle by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

20.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

20.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

20.11 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) to any country or territory subject to a U.S. embargo (including Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions of Ukraine) ("**Embargoed Countries**"), or (b) to anyone designated on, or directly or indirectly 50% or more owned (individually or in the aggregate) or otherwise controlled by persons designated on, any Prohibited Party List. By using the Services, you represent and warrant that (y) you are not located, organized, or resident in an Embargoed Country, and (z) you are not listed on, or directly or indirectly 50% or more owned (individually or in the aggregate) or otherwise controlled by persons designated on, any Prohibited Party List. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Colle are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Colle products, services or technology, either directly or indirectly, in violation of such laws and regulations. Seller represents and warrants that it shall abide by applicable export control laws, including obtaining any requisite licenses, authorizations, or other approvals, in connection with the export or transfer of Items to Buyer.

20.12 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

20.13 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

21. INTERNATIONAL PROVISIONS. The following provisions shall apply only if you are located in the countries listed below.

21.1 United Kingdom. A third party who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.