

COOP RECORDS MUSIC INC.

TERMS OF USE

Last Updated: December 6th, 2024

These “Terms of Use”, (as amended from time to time, the “**Terms**”) constitute a binding legal agreement between each individual, entity, group, or association who views, interacts, links to, or otherwise uses or derives any benefit from Services (collectively the “**users**” and each such “**user**” hereinafter also “**you**”, “**your**”, and “**yours**”) and Coop Records Music Inc. and its successors and assigns (“**Coop Records**”, “**we**”, “**our**”, “**us**”). The Terms govern your use of our websites (collectively, “**Site**”), platforms, applications, buttons, widgets, ads, commerce services, tools, functionalities, SMS, APIs, email notifications, and other services offered or made available to you by us (collectively, together with the Site, “**Services**”), and any Digital Assets, smart contract deployments, information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Site or through engagement with the Services (such embodiments and assets individually and collectively the “**Content**”). For the avoidance of doubt, any person acquiring, viewing, or interacting with Our Content in any way whatsoever, or any other Content through or in connection with the use of the Services, is a user.

By accessing the Site and otherwise using Services, you acknowledge and agree that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree to these Terms, you are not authorized to access the Site or otherwise use Services.

Where you enter into these Terms on behalf of a legal entity or organization you represent and warrant that you have the authority to bind such legal entity or organization to these Terms (for the avoidance of doubt, for purposes of this Agreement, “you” and “user” shall include the entity or organization that the Terms are entered into behalf of or derives benefit from the website or Services). Where the term “include”, “including”, or similar phrase is used, this intended to mean “including, but not limited to”.

ARBITRATION NOTICE: THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 13 “DISPUTES”) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THE SERVICES ARE NOT OFFERED TO RESTRICTED PERSONS (AS DEFINED BELOW) OR PERSONS WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY (AS DEFINED BELOW). TO ACCESS THE SITE OR OTHERWISE INTERACT WITH THE SERVICES, YOU MUST BE ELIGIBLE UNDER SECTION 3. USE OF A VIRTUAL PRIVATE NETWORK OR SIMILAR TECHNOLOGY (COLLECTIVELY, “VPN”) TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED. WE RESERVE THE RIGHT TO RESTRICT ANY USER’S ACCESS TO THE INTERFACE SUBJECT TO ANY RESTRICTIONS WE MAY SET FORTH IN THIS AGREEMENT.

Please contact us at contact@cooprecords.xyz for any questions or issues you may have with respect to these Terms.

1. Using the Services

These Terms govern your use of the Services, through which you can buy, collect, listen, get, license, rent or subscribe to Content, and other proprietary Services. By creating an account for use of the Services in a particular country or territory you are specifying it as your country or territory of residence.

Your use of Services is subject to conditions and limitations, **including that you are eligible under Section 3 “User Eligibility”**. If you do not agree to these Terms, you are not permitted to access or use the Site or otherwise utilize or engage with the Services and such access or engagement is a breach of these Terms. By accessing or using the Services, connecting or creating your Digital Wallet, or viewing, accessing, transmitting, transacting, uploading or downloading any information or other Content in connection with the Services, you represent and warrant that you (1) satisfy the eligibility conditions set out below in Section 3, (2) have read and understood the Terms, and (3) will comply with the Terms and remain an Eligible User (as defined under Section 3 below).

In our sole discretion, we reserve the right to, amongst other things, modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and we will not be liable to you or to any third party should we exercise such rights.

To use our Services, you may need compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). The Services’ performance may be affected by these factors. To access certain functionalities of the Services, you may need to use a third-party wallet which allows you to engage with the platform and other aspects of the Services.

Please note, we do not have custody or control over any of your Digital Assets, wallets, or any blockchains you may interact with. We neither own nor control Metamask, Privy, Coinbase, OpenSea, the Ethereum network or any other blockchain protocol, the public smart contracts you interact with in connection with your use of the Services, your browser, or any other third party company, site, product, deployment, protocol, platform, or service that you might access, visit, use, or otherwise interact with respect to various features of the Services or Content.

As used in these Terms, **“Digital Assets”** means assets or items that are created or maintained on distributed ledger systems, including (a) assets that are created, maintained and utilized on a specific distributed ledger system or smart contract and are an integral feature of the distributed ledger system or smart contract, (b) digital representations of other types of assets created and maintained on a distributed ledger system, (c) any other digital asset the ownership, transfer, or state of is proven or secured by cryptographic means, and (d) any other asset generally understood as related or similar to the foregoing, explicitly including (but without limitation) those assets commonly known as, variously, crypto tokens, digital tokens, fungible tokens, nonfungible tokens, NFTs, digital coins, crypto coins, cryptoassets, cryptocurrencies, virtual assets, virtual currencies, digital assets, convertible virtual currencies, utility tokens, or utility coins.

Certain categories of Digital Assets and other Content are integral to use or functionality of particular aspects of the Services; these are discussed in greater detail below.

2. The Services & Our Role

The Services allow you to, amongst other things, utilize blockchain networks to get rewarded for supporting musical artists and listening to your favorite songs, and join communities of fans by using or collecting certain Content and Digital Assets on the **“Coop Protocol”** (additional details on which can be found below under the same name). While we developed the Coop Protocol, we do not retain ownership or control over it, and it is made available separate and in parallel to the Services. For clarity, the defined

term “Services” does not include the CoopProtocol itself, nor any other smart contracts, protocols, or other elements which the Coop Protocol may interact with or rely upon (such as the liquidity pool contracts discussed below under “Song Tokens.”

The Services are comprised of three core features: an integrated, client-side platform to easily and quickly create or connect a Digital Wallet to the CoopProtocol; an interface for you to find, mint, show off, and acquire digital collectibles granting licenses to individual songs in the form of Song NFTs; and a similar interface to help you find and join communities of fans in supporting particular songs or artists with Song Tokens. Each of these features are described at greater length below under “Coop Protocol” and “Digital Wallets” below.

In addition, the Company may offer rewards in the form of different Digital Assets (“**Reward Tokens**”) for actions such as minting Song NFTs, solely on a discretionary basis. For more information on Rewards Tokens, please see the so-named Section below.

The Services are one method for accessing the Coop Protocol, but are not the only way to do so. While certain parts of the Services include a web application and graphical user display operated by us that enable you to interact with the Coop Protocol, the Coop Protocol itself is not part of the Services. As described in these Terms, your use of the Coop Protocol and any associated Content is entirely at your own risk and we make no representations or warranties with respect to the Coop Protocol.

The “Services” are entirely non-custodial and solely restricted to providing client-side tools to allow users to more easily use and enjoy the Coop Protocol. We do not include acting as a wallet provider, broker, exchange, financial institution, or any other form of money services business or other regulated financial business. We are **not** your broker, intermediary, agent, or advisor, and have no fiduciary relationship or obligation with you in connection with your use or acquisition of any of the Services or Content.

While users may mint or otherwise obtain Song NFTs, Song Tokens, or Reward Tokens through use of the Services, the Services are not a solicitation or offer for the sale of any form of investment opportunity, security, or financial product, nor are we endorsing, recommending, advising on the value of, or recommending the purchase of any Digital Asset for investment purposes. We do not advise on the potential value of any Digital Asset nor the advisability of acquiring any Digital Asset. We provide Rewards Tokens solely at our discretion as an optional gift, which you are free to accept or decline. We do not provide any investment advice nor provide any analyses or financial or investment reports on any Digital Assets. All information received or accessible through the Services, or provided informally by us, is for informational purposes only and should not be construed as investment, tax, financial, legal, or other professional advice by, or facilitated by, us.

3. User Eligibility

As a condition to accessing or using Services, you represent, warrant, and agree to us the following as of the dates you access the Site and otherwise use Services:

1. You are at least 18 years old.
2. You have not previously been suspended or removed from using the Services.

3. Your access to the Site and use of Services is not (a) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event, or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over us, you, Services, or any Content, platform, protocol, or protocol relating to or relied upon to enable and provide the Services, or as otherwise duly enacted, enforceable by law, the common law, or equity (collectively, "**Applicable Law**"); and (b) contributing to or facilitating any illegal activity.

4. You understand that the Services are provided solely for personal enjoyment and entertainment purposes. You are interacting with, using, or acquiring the Content (including Our Content) and utilizing the Services solely for personal, non-commercial, and non-investment purposes.

5. You are not a resident, citizen, national, incorporated, or organized in, have a registered office in or are an agent of Belarus, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Russia, Crimea, Sudan, Syria, Zimbabwe, or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, "**Restricted Territories**") and any such person or entity, a "**Restricted Person**").

6. You are not a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, any other government or the United Nations (collectively, "**Sanctions List Persons**").

7. You do not intend to transact or facilitate any transaction with, for or on behalf of any Restricted Person or Sanctions List Person or persons or entities located in a Restricted Territory.

8. You are not owned or controlled, directly or indirectly, by any Restricted Person or Sanctions List Person, or any person that is located in, ordinarily resident in, or organized under the laws of, any Restricted Territory.

9. If you are an entity, none of your officers, managers, directors, shareholders, or authorized representatives is a Restricted Person or Sanctions List Person, or is located in, ordinarily resident in, or organized under the laws of, any Restricted Territory, or is owned or controlled,

directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Restricted Territory.

10. You are not using, and will not, use a VPN, multiple API keys, direct traffic through multiple IP addresses, or other mechanism to obfuscate the source of traffic or utilize any other privacy or anonymization tools in connection with data you send to Services to circumvent, or attempt to circumvent, Applicable Law, or the provisions of these Terms.
11. You understand and acknowledge that all of the Digital Assets you may acquire or interact with through the Site or using the Services, including any Song NFTs or Song Tokens, are digital collectibles created or distributed solely for personal enjoyment, and beyond certain limited, personal licenses to download a single audio recording file (or “**song**”), confer no rights, privileges, or entitlements whatsoever, and that they are not financial instruments and are utterly unsuitable for any such (or any other) purpose. You understand that you should never acquire any Digital Asset or interact with any smart contract through the use of the Services or on the Site for investment or other financial purposes, and that any attempt to do so is entirely at your own risk, explicitly in violation of these Term, and likely to result in total loss of investment.
12. You understand and acknowledge that the use of blockchain technology, even for personal enjoyment and non-investment purposes, is novel, complex, and subject to unique inherent risks and requirements. Consequently, you have a sufficient combination of technical knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of utilizing the Services to acquire or interact with Digital Assets of any type, including (as a non-limiting example) the risk you could suffer the irrecoverable loss of purchased Content, such as your Song NFTs, Song Tokens, or proof of any associated licenses.

A user that satisfies the requirements of this Section is considered an “Eligible User”.

4. Privacy Policy

Our Privacy Policy describes the ways we collect, use, store, and disclose your personal information. We do not disclose personally identifying information to third parties except in accordance with our Privacy Policy. However, by using Services, you agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy (as amended from time to time), which is incorporated by reference into these Terms.

Regardless of anything else in these Terms, we reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any Applicable Law, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property, or safety of us, Services users, and the public.

5. Use of Services & User Conduct

Your use of Services and Content is subject to these Terms and other policies referenced in these Terms, as well as Applicable Law. Any non-compliant use is a breach of these Terms. You are responsible for your use of and engagement with Services.

On the terms and conditions set forth in these Terms, we hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Services subject entirely to provisions of these Terms, the Privacy Policy, and Applicable Law.

Additionally, you are hereby granted a limited, non-exclusive, non-transferable, revocable license to create a text hyperlink to the Site provided that such link does not portray us, our affiliates, or Services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any illegal materials, or other materials that may be considered offensive, harassing, or otherwise objectionable.

Our grant of such licenses is subject to the following conditions and agreements, and these conditions and agreements shall be true at all times while you use the Services:

1. **Eligible User.** You are and will remain an Eligible User at all times when utilizing the Services.
2. **Personal Use.** You confirm that you are interacting with or acquiring Content for personal use and enjoyment, and not with an intent or expectation of profits from your use of the Services, or interaction with or acquisition any Content. You confirm that you use the Services and Content only for personal, noncommercial purposes unless otherwise permitted in writing by us and you agree that you will not sell, rent, lease, or grant access to your Account (including any associated Digital Wallet by transfer of private keys or otherwise) to any person without our prior written permission.
3. **Unlawful Activity:** You agree to obey all Applicable Law in connection with using Services, and you will not use Services if any Applicable Law prohibits you from doing so. You agree not to engage, or assist, in any activity that violates any Applicable Law, including sanctions programs such as the United States of America (“**U.S.**”) Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), or engage in any activity that involves money laundering, terrorist financing, or other illicit financial activity. You agree that you are solely responsible for and have taken steps to ensure that your use of the Services does not violate any Applicable Law.
4. **Specific Unlawful Activity:** In furtherance of the above, you agree (i) not to engage in any activity which operates to defraud us, other users, or any other person, or use Services to provide false, inaccurate, manipulative, deceptive, or misleading information, including false statements or implications about Digital Assets or Content, or (ii) not to engage in any activities that may cause price manipulation of Digital Assets or Content, nor buy, sell, or transfer illegal, stolen, or fraudulently obtained items, including as payments to us; you agree not to imply any untrue or misleading endorsement or affiliation with us; or otherwise violate these Terms.

5. **Export**: You agree that you will not export or re-export, directly or indirectly, any Services, or other information or materials provided by us hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, Services may not be exported or re-exported (a) into any Restricted Territories or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

6. **Transactions**: You agree not to engage in any activity through Services or facilitate any activity through Services that result in the sale or promotion of Digital Assets which would be illegal or require registration or licensing under U.S. or other Applicable Law. To the best of your knowledge, you only will submit a transaction in legally-obtained Digital Assets in connection with using the Services.

7. **Use of Services**. You will maintain sufficient technical knowledge, market sophistication, professional advice, and experience to make to make your evaluation of the merits and risks of utilizing the Services to acquire or interact with Digital Assets of any type, including (as a non-limiting example) the risk you could suffer the irrecoverable loss of purchased Content, such as your Song NFTs and associated licenses to download the associated audio recording. You accept all consequences of using the Services, including the inherent risks of transacting in Digital Assets, interacting with smart contracts, and use of blockchain technology generally. You are solely responsible for evaluating and understanding any risks related to any activities relating to the Services, Our Content, or any Content you view, interact with, or acquire through the Services.

8. **Technical Conduct**: You agree not to engage in any activity that seeks to interfere with or compromise the integrity, security, or proper functioning of Services or computer, server, network, personal device, or other information technology system, including the deployment of viruses, denial-of-service attacks, use of any robot, spider, crawler, scraper, or other automated means to extract or export data collected from or through Services, and other conduct that imposes, or may impose disproportionately large load on our infrastructure.

9. **Private Keys and Passports**: You agree to maintain the security and confidentiality of your private keys, passkey-linked account, physical device, passwords, seed phrases, and any other information, asset, device, or access mechanism whatsoever associated with any blockchain wallet addresses or Digital Wallets, however designed, controlled or hosted, that are used in connection with your use of Services or associated with your Account. You understand and agree that you are solely responsible for maintaining the security of your account and control over any usernames, or any other codes, seed phrases and other security information that you

use to access the Services, and that failure to do so could result in the total loss of any acquired Content or your ability to fully utilize the Services.

10. **Abusive Activity.** You agree not to interfere with other users' access to or use of Services and to comport your activity with these Terms and not to engage in any activity that poses a threat to us, other users, or third parties; for example, this includes (i) distributing a virus or other harmful code, or through unauthorized access of other users' accounts or wallets,(ii) unduly burdening the Services or the networks or services connected to the Services such as denial of service attacks, or (iii) intentionally violating any privacy rights of us, other users, or third parties without their consent.

11. **Deceptive Use:** You agree not to manipulate play counts, downloads, ratings, or reviews via any means — such as (i) using a bot, script, or automated process; or (ii) providing or accepting any kind of compensation or incentive.

12. **Commercial Use & Gambling:** You agree not to utilize Services (i) to engage in or promote any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance or (ii) for commercial purposes, in either case without our express written permission.

13. **Taxes:** You acknowledge that Services is not responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto (collectively, "**Taxes**"), that may apply to your transactions or use of Services, including any receipt of Rewards Tokens or subsequent transfers of such Rewards Tokens. You agree that you are solely responsible for determining what, if any, Taxes apply to your Digital Assets, use of Services, or other transactions and to withhold, collect, report, and remit the correct amounts of Taxes to the appropriate taxing authorities.

14. **Intellectual Property Infringement:** You agree not to (1) engage in activities involving content that infringes or violates any copyright, trademark, patent, right of publicity, or any other proprietary intellectual property right under the laws of any jurisdiction worldwide; (2) use Content other than in compliance with these Terms without express written consent from the owner of the Content; or (3) engage in any action that implies an untrue endorsement or affiliation with the Services or Content.

15. **Content:** You agree not to: (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any of Our Content (as defined below); (2) modify or create derivative works from the Site or Our Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site or Our Content; (4) download any portion of the Site or Our Content, other than for purposes of page caching, except as expressly permitted by us; (5) download, scrape, reverse engineer, reproduce or copy all or part of any Content unless specifically and expressly permitted otherwise in a separate agreement with us; or (6) seek to or

actually access or interact any Content in a manner not expressly permitted by these Terms and the functionality of the Site.

16. **Assisting Violating Conduct**. You agree not to assist or permit any person in engaging in any of the acts described above, or otherwise violate these Terms.

You represent and warrant that each of the above conditions and agreements shall be true during the entire period of these Terms and your use of Services.

If you are unsure whether a contemplated use would violate these Terms, please contact us at support@Services.xyz.

6. Digital Wallets & Accounts

Access & Account Creation. The Services access public data from the blockchain related to your Wallet to enable you to use your Digital Wallet to hold or transfer Digital Assets on the Coop Protocol, to verify your ownership of Digital Assets, interact with the smart contracts underlying the functionality of the CoopProtocol, and otherwise provide the intended functionality of the Services. In order to fully use and access the Services, you must create begin by linking yourDigital Wallet to the Site. If you don't have one, you can generate one directly on the Site as described below. We may, in our discretion, require additional steps or information to complete the creation of your Account.

Once you connect your Digital Wallet to the Site, we automatically create an account for you (your "**Account**"). Your Account is and will always be irrevocably linked with your Digital Wallet address. You acknowledge and accept that your public Digital Wallet address may be publicly displayed on the Site when you interact with it. Once you have successfully created an account, you may edit your account information using the account settings on the Site.

Account suspension. Notwithstanding anything else, you agree that we have the right to immediately, and without prior warning, suspend your account, pause or cancel your access to the Services, or close your account if we suspect, in our sole discretion, that (1) your account is being used for money laundering or any illegal activity; (2) you have concealed or provided false identification information or other details; (3) you have engaged in fraudulent activity; or (4) you have otherwise violated these Terms.

From time to time, we may require you, in our sole discretion, to provide additional information or documents. If you do not provide complete and accurate information or documents in response to such a request, we may refuse to provide you with the certain features of the Services. You hereby represent and warrant that your use of the Services (including your use of your account) do not, and will not, violate these Terms or Applicable Law. You acknowledge that you assume all risks associated with your use of the Services.

Your Wallet. By connecting a Digital Wallet, including a Privy Wallet (as defined and discussed below) to the Services, you agree to abide by the terms and conditions of the applicable Digital Wallet provider. You must familiarize yourself with the terms of use, technology, and security protocols of any Digital Wallet. We do not provide a crypto-wallet service and do not at any time have custody, possession, or control over your Song Tokens, Rewards Tokens, or any other contents in your Digital Wallet. You acknowledge and agree that we are not party to any transactions conducted while using our Services. We make no representations or warranties regarding how the Services will operate or be compatible with any specific Digital Wallet. The private keys necessary to access the assets held in a Digital Wallet are not held by the

Company. You are solely responsible for maintaining the security of your Digital Wallet, including your credentials, private key, and/or seed phrase. We are in no way liable for any acts or omissions by you in connection with your Digital Wallet or as a result of your Digital Wallet being compromised. You should make contingency plans with respect to your Digital Wallet in the event of your death or incapacity, otherwise you (and your executor, guardian, or heirs) may lose access to your Wallet, your account on the Services, and your Song NFTs.

We do not provide nor operate your Digital Wallet nor do we have custody, possession, or control of your Song Tokens, Rewards Tokens, or any other contents in your Digital Wallet. We make no representations or warranties regarding how the Services will operate or be compatible with any specific Digital Wallet.

By utilizing your Digital Wallet to interact with the Services, you agree to abide by the terms and conditions of the applicable Digital Wallet provider. You must be personally familiar with the terms of use, technology, and security protocols of your Digital Wallet.

Privy Wallet. If you do not have a Wallet, you can create one using the Services. We partner with Privy, a third party non-custodial wallet infrastructure provider, to allow users to create a Privy account that includes a self-custodial Digital Wallet that can be accessed via the Services (“Privy Wallet”). By creating or using a Privy Wallet in connection with the Services, you agree that you are using the Privy Wallet under Privy’s terms and conditions available at <https://www.priv.io/terms-of-service>. Only you can sign transactions and access and control your Wallet’s contents. Coop Records does not have custody, possession, control, or otherwise have access to your Privy Wallet or any assets that may be contained therein, and does not have access to or store any passwords, recovery phrases, private keys, passkeys, or any other credentials associated with user Wallets or your use of the Services. You are solely responsible for securing your Account and Privy Wallet authentication credentials, passkeys, and private keys. Learn more about Privy wallets at [Welcome | Privy Docs](#).

Smart Wallet. If you choose to create a new Privy Wallet, you may have the option to link your Privy Wallet directly to your phone, email, or other credentials to a smart-contract managed master wallet (a “**Smart Wallet**”). Smart Wallets connect all of the Digital Wallets you have linked to your Account (“**Linked Wallets**”) into a single unified account to provide you with access to additional features, speed up transactions, and enable a more seamless user experience. You can use any of your Linked Wallets to access and use your Smart Wallet. Only you can sign transactions and access and control your Smart Wallet, without the need for traditional seed phrases and private key entries. Your Smart Wallet is not exclusive to us, and we cannot access your Smart Wallet or any private keys, security phrases, passkeys, or any other credentials associated with your Linked Wallets that provide access to your Smart Wallet. We are not in any way responsible for the security of your Smart Wallet credentials. Smart Wallet infrastructure is provided by Coinbase. Learn more about smart wallets at <https://www.smartwallet.dev/why>.

Assistance. If you notice any unauthorized or suspicious activity in Digital Wallets that are related or linked to the Services, please notify us immediately at [support@Coop]. However, we shall have no duty or obligation to assist you in connection with such activity related to a Digital Wallet, including if you are unable to locate your Digital Wallet credentials.

7. Coop Protocol

The Coop Protocol integrates three sets of blockchain-based, interlocking smart contracts and protocols to provide an integrated, publicly-accessible and transparent platform for music fans to directly buy individual songs from and support their artists by minting individual Song NFTs, and join fan communities

organized around self-executing, autonomous smart contracts which all users to mint, collect, and trade fungible Song Tokens. The key features and functionality of each is described below.

Song NFTs are indivisible Digital Assets which grant the holder the a personal license to download songs through the Services. The purchase and minting of each Song NFT is managed via autonomous smart contracts which cannot be modified once deployed.

Song Tokens are fungible tokens linked to a set of smart contracts which automate the creation of the tokens, contributions from purchasers, and the ultimate deployment of an ownerless liquidity pool once the supply of each Song Token has been fully distributed. Although Song Tokens are generally launched around a particular song or artist, and in some cases may return certain fees to the originating artist or other Song Token creator, Song Tokens do not confer any right to associated songs or other media, and are solely intended as fun collectors items.

All Song Token created or available through the Services shall have a supply of 1,000,000,000 units at maximum. Each Song Token is created by a user by initiating a creation of a smart contract on the applicable public blockchain using the relevant elements of the Coop Protocol, which have been forked from the public Wow Protocol. Once a Song Token is created, its corresponding smart contract cannot be changed by anyone.

The supply and pricing dynamics of any Token follow fixed rules set by the CoopProtocol, and similarly is not modifiable once the Token has been created. The proceeds of the initial sales of Song Tokens (less certain fees described below) is held in reserve by smart contract to automatically deploy and seed Uniswap v3 liquidity pools for trading of the specific Song Token (each a “**Song Token Pool**”). Upon the sale of the 800,000,000th specific Song Token, the underlying smart contract will automatically deploy a Song Token Pool, and seed the pool with the remaining 200 million Song Tokens, plus the retained proceeds of the Song Token sales retained in the contract. Immediately following deployment, the corresponding liquidity tokens to the Song Pool are irrevocably burned and can never be redeemed, and any fees from the Song Pool will be redirected to a proxy contract pursuant to the initial deployment parameters of the Song Token contract. Prices of Song Tokens available on or created using the Services or the Coop Protocol are highly volatile.

Deployment of, and trading on, Song Token Pools are not part of the “Services”. The processes of the Song Token Pool are operated entirely by smart-contract via the Coop Protocol outside of our involvement or control. We do not control the Coop Protocol or the Song Token Pools, nor do we maintain or contribute to, directly or indirectly, the Song Pools or any other market for buying or selling Song Tokens.

We make no representation or warranty as to the functionality of the Song Token Pools, or the Coop Protocol generally. We do not guarantee any ability to resell Song Tokens or any price for trading. In the event that trading is available, we make no representation or warranty as to the ability to recover the cost of purchasing a Song Token, nor profit from the sale of such token. We give no advice or opinion on the value of any Digital Asset, including Song Tokens, nor advise on any aspect of trading Digital Assets, in any respect. By using the Services you hereby acknowledge and agree that you understand the risks of interacting with Tokens, including but not limited to those described elsewhere herein, and are solely responsible for any funds or value lost as a result of your purchase or usage of Song Tokens and the associated contracts.

8. Our Content

Our Content. Unless otherwise indicated in writing by us, the Site, all content, and all other materials contained therein, including our logo, and all designs, text, graphics, pictures, information, data, software, Song NFTs and affiliated sound files, other files, and the selection and arrangement thereof (collectively,

“**Our Content**”) are the property of us or our affiliates, licensors, or users, as applicable. The Coop Records Music Inc. logo and any of our product or service names, logos, or slogans that may appear on the Site or elsewhere are trademarks of ours or our affiliates, and may not be copied, imitated or used, in whole or in part, without our prior written permission.

Use of Our Content. You may not use any Our Content to link to the Site without our express written permission. You may not use framing techniques to enclose any of Our Content without our express written consent. In addition, the look and feel of the Site, Services and Our Content, including all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or our trade dress and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Availability of Content. Purchased Content in the form of the music licenses associated with a particular Music NFT will generally remain available for you to download, redownload, or otherwise access from us for so long as you hold the NFT in question. Content could be removed from the Services and become unavailable for further download or access from us (for instance, because we lose our right from the Content provider to make it available).

9. Payments, Taxes, and Refunds

Fees and purchase prices paid in connection with the purchase or trading of Song NFTs and Song Tokens are irrevocably established upon deployment of the relevant smart contracts, and are publicly inspectable.

Purchases of Song NFTs on the Site shall be made in one of the specified digital assets through the Digital Wallet connected to your Account. When purchasing a Song NFT on the Site, you agree to pay the price detailed on the transaction page of the Site and in accordance with the procedures of the Site. By buying a Song NFT on the Site or any other platform, you further agree to pay all applicable fees, including, but not limited to, any transaction fees, protocol fees, and gas fees, as may be applicable.

All purchases and sales of Song Tokens incur up to three fees; one for each of the artist and, if relevant, curator, plus a transaction fee paid to the CoopProtocol. All Song Tokens available through the Services have a fixed 1% fee, of which 50% is the Protocol fee with the remainder is split between artist and curator. The fee rates and recipient addresses are irrevocably established at deployment and automatically calculated and distributed out of the initial sale proceeds and, once deployed, the Song Pool. By contributing funds to the smart contract and acquire the corresponding Song Token, whether through the Services or otherwise, you agree to pay all applicable fees, including, but not limited to, any transaction fees, protocol fees, and gas fees, in addition to the fixed 1% fee described above, as may be applicable.

In some circumstances, you may be able to acquire certain Content directly from us via the Services either for free or for a charge, either of which is referred to as a “**Transaction.**” Each Transaction is an electronic contract between you and us, or you and the entity providing the Content on the Services. In certain circumstances, we may charge your selected payment method for any directly paid Transactions, including any applicable taxes. You can associate multiple payment methods with your Account, and you agree that we may store and charge those payment methods for Transactions. If we cannot charge you, you remain responsible for any uncollected amounts, and we may attempt to charge you again or request that you provide another payment method. If we provide the opportunity to pre-order Content, you will be charged when the Content is delivered to you (unless you cancel prior to the Content’s availability). In accordance with local law, we may automatically update your payment information regarding your payment methods if provided such information by the payment networks or your financial institutions.

We will provide refunds for direct purchases of Content in our sole discretion, and in any event only as to those funds actually received by us in connection with a direct purchase, and reserve the right to deny

any refund request. Funds sent or purchases effectuated through the Coop Protocol for Song Tokens and Song NFTs are not under our control and cannot be reversed or refunded.

These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party by virtue of your use of Services, and that, to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated.

The only duties and obligations that we owe you are those set out expressly in these Terms and any unwaivable duties under Applicable Law.

By using Services, you acknowledge that we must comply with all Applicable Law. You acknowledge that Applicable Law may require us to, upon request by government agencies or otherwise, take certain actions or provide information which we deem necessary, which may not be in your best interests.

10. Rewards Tokens

We may, in our sole discretion, offer you certain incentives and rewards for your use of the Services, which could include, but not be limited to, airdrops of Rewards Tokens to the Wallet used on the Services. Rewards Tokens are intended to be used or enjoyed and there is no obligation for you to accept. In connection with any rewards, you hereby agree that we may publish publicly-available Digital Wallet activity through the Services.

The criteria for earning any rewards will be determined by us in our sole discretion, and details regarding rewards programs will be provided on the Services as determined by us in our sole discretion. We may cease to provide rewards at our sole discretion. In connection with any rewards programs, you may be required to claim the rewards using your eligible Digital Wallet during the relevant promotional period. If any rewards are not claimed during the promotional period, you understand and agree that such rewards may expire, and you will no longer have any right to claim such rewards. You agree that you are responsible for paying any and all fees relating to computational resources expended to execute the transaction (“Gas Fees”) and taxes that may arise out of rewards claimed by you. We reserve the right, in our sole discretion, to change, modify, discontinue, or cancel any rewards programs, at any time, without notice to you, and without any liability to you.

Unless explicitly stated, Rewards Tokens are non-proprietary and we do not own or control any underlying blockchain. We are not affiliated with the original creators of the Rewards Tokens, nor do we have any meaningful ability to impact the Rewards Tokens.

We make no representation or guarantee as to the value of Rewards Tokens nor as to the future value of such Rewards Tokens. We have not conducted due diligence on your behalf on Rewards Tokens. Unless explicitly stated, we are also not under common ownership or control with the creators of the Rewards Tokens. You cannot rely on us to profit from any Rewards Tokens in the event you should decide to sell or use them.

We do not advise you in any capacity on the Rewards Tokens. We do not represent or guarantee the functionality or usability of Rewards Tokens. We do not recommend or advise the acceptance of Rewards Tokens, nor the acquisition of any other Digital Assets, and you acknowledge your acceptance of such Rewards Tokens is entirely optional and without any representation or warranty from us.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, appropriateness, and consequences (financial, legal, or otherwise) of your acceptance of Rewards Tokens.

11. **Blockchain, Third-Party Materials & Hyperlinks**

The Services may make available to you certain public data and other information (including information derived from public blockchain records or information). This information is made available to you as a convenience; however, Coop Records neither endorses nor approves any such information. Coop Records neither (1) guarantees the accuracy, timeliness, or completeness of any such information, nor (2) warrants any results from your use or reliance on such information. You agree that you use any such information at your own risk.

You agree that neither Coop Records nor its agents (including independent contractors or other service providers) will be liable to you in any way for the termination, interruption, delay, or inaccuracy of any such information on Services. We do not endorse, support, conduct diligence on, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any information on any blockchain. You agree that you will neither redistribute nor facilitate the redistribution of any such information, nor will you provide access to such information to anyone who is not authorized by us to receive such information.

Moreover, your public key and Digital Wallet address (which are needed to interact with a blockchain), as well as your profile and wallet holdings, are visible to anyone. If your public key or wallet address can be linked back to you, it would be possible for someone to determine your identity and the Items in, and the activities associated with, your wallet.

We bear no responsibility for the functionality or integrity of any underlying blockchain, decentralized storage solution, smart contracts deployed on the underlying blockchain, or distributed ledger network associated with any Content or Digital Asset that the Services or Content may relate to. Since we cannot guarantee the functionality of any underlying blockchain, or distributed ledger, and in no way can be held responsible for failures that occur on the underlying blockchain due to, but not limited to, the following occurrences: network downtime, soft forks, hard forks, merges, DAO votes, 50%+1 attacks, double-spending instances or bugs, consensus failures, distributed denial of service attacks, key loss, key theft, wallet bugs, wallet code failure, and the like. In turn, we are unable to guarantee that all Services features will operate as intended or that any Content will necessarily display or otherwise be presented via Services as intended.

Similarly, we cannot guarantee the functionality of features and services that are managed by or depend upon third parties that we may work with. From time to time, we may work with third parties to facilitate Services and may rely on third-party platforms, service providers, and vendors. We do not guarantee that third parties that we may work with will perform the functions those parties are intended to do as intended. Consequently, we are not responsible for the functionality of third-party systems that may be necessary to facilitate Services. Accordingly, we cannot be held liable if Services cease to function, or never function, as intended due to errors of third-parties or that may occur on the underlying blockchains that Services may depend upon.

We also cannot be held liable for errors related to decentralized storage solutions that may be employed by users, us, or other affiliated third-parties, or otherwise that may occur and result in the malfunction of Services.

The Services and Content may contain links or functionality to access or use third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”), or otherwise display, include, or make available content, data, audio, information, services, applications, or materials from third parties (“**Third-Party Materials**”). When you click on a link to, access, or use a Third-Party Website or Third-Party Application, though we may not warn you that you have left Services, you may be subject to the terms and conditions (including privacy policies) of another website or destination. Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of us, and may be “open” applications for which no recourse is possible. You agree we are not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials, to the fullest extent permissible by Applicable Law.

You use all links to Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk. We may provide links to Third-Party Websites and Third-Party Applications only as a convenience and do not review, recommend, approve, monitor, endorse, warrant, or make any representations on information with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials which is provided on an “as is” basis, nor does the opinion, advice, or information of any third-party reflect those of Coop Records.

12. **Service Providers**

You cannot use a service provider in connection with your use of the Services unless the service provider first agrees in writing to: (i) use the Services solely for you and at your direction in order to provide services you requested in a manner that is consistent with these Terms, all other applicable terms and policies, and your privacy policy, and for no other individual or entity and for no other purpose, including for the service provider’s own purposes, and (ii) in the event the service provider engages another service provider (“**Sub-Service Provider**”) in order to provide the services requested, ensure the Service Provider requires the Sub-Service Provider in writing to comply with the above requirements, and (iii) agrees to these Terms.

You must ensure that any service provider and Sub-Service Provider complies with these Terms and all other applicable terms and policies as if they were in your place, and you are responsible for their acts and omissions, including their noncompliance.

When you cease using a service provider or Sub-Service Provider, you must ensure they immediately cease using the Services and promptly delete all Services data in their possession or control.

Upon our request, you must provide a list of your service provider and Sub-Service Providers including up-to-date contact information for each, the types and volume of services, and proof of written agreements with your service providers to demonstrate compliance with this Section.

We may prohibit your use of any service provider or Sub-Service Provider in connection with your use of the Services or data from the Services if we believe that (1) they have violated these Terms, Applicable Law, or other applicable terms, or policies or (2) they are negatively impacting the Services or its users, and will provide notice to you if we do. Promptly upon such notice, you must stop using that service

provider or Sub-Service Provider in connection with your use of the Services or processing of the Services data.

13. Your Intellectual Property Rights

You are solely responsible for your use of any Services and for any information you provide, including compliance with Applicable Laws, rules, and regulations, as well as these Terms, including the Services & User Conduct requirements outlined above.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, or authority necessary to grant the rights granted herein for any use of our Services.

You retain your rights to any content you submit, post or display on or through Services ("**User Content**").

By submitting, posting or displaying User Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such User Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your User Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make User Content submitted to or through the Services available to other companies, organizations, or individuals for the syndication, broadcast, distribution, repost, promotion, or publication of such User Content on other media and services, subject to our terms and conditions for such User Content use. Such additional uses by us or other companies, organizations or individuals, is made with no compensation paid to you with respect to the User Content that you submit, post, transmit or otherwise make available through our Services as the use of the Services by you is hereby agreed as being sufficient compensation for the User Content and grant of rights herein.

For clarity, Coop Records is not responsible for registering your User Content with the Copyright Office of the United States, or any other jurisdiction that is a signatory to the Berne Convention, or any other government office for any perceived, or actual intellectual property protection theoretically available to users of our Services. Similarly, Coop Records cannot guarantee or warrant the availability of any Digital Assets that you may interact with through the user of the Services; for example, Coop Records is not responsible for the liveness, fidelity, or ability to access any Digital Assets that exist on one particular blockchain that suffers from sort of stoppage, breakdown, failure, or other force majeure type incident.

You cannot modify, translate, create derivative works of, or reverse engineer Our Content, our products or their components. You cannot use a domain name or URL in your username without our prior written consent.

Copyright Infringement Complaints Under the Digital Millennium Copyright Act

We respect the intellectual property rights of others. It is our policy to respond promptly to any claim that Content posted on the Site infringes the copyright or other intellectual property rights of any person. We will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action

under the Digital Millennium Copyright Act (“**DMCA**”) and these Terms, including removing or disabling access to content claimed to be infringing or terminating accounts and access to the Site.

The DMCA Process and Procedure

The DMCA provides a process for a copyright owner to give notification to us concerning alleged copyright infringement. When an effective DMCA notification is received, we respond under this process by taking down the offending content. On taking down content under the DMCA, we will take reasonable steps to contact the party responsible for minting the removed content so that a Counter-notification may be filed if applicable. On receiving a valid Counter-notification, we generally restore the content in question, unless we receive notice from the DMCA Notice provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. Our Privacy Policy does not protect any information contained in any DMCA Take-Down Notice or Counter-notification. If you have any questions about your rights, copyright infringement, or the notification and counter-notification process under the Digital Millennium Copyright Act (the “DMCA”), we recommend that you speak with an attorney.

Filing a DMCA “Take Down” Notification

If you are a copyright owner or an agent thereof and believe that any Content on the Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing us with the following information in writing (see 17 U.S.C. § 512 for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. *Providing URLs in the body of your DMCA notification is the best way to help us locate content quickly.
- Information reasonably sufficient to permit us to contact you (the complaining party), such as an address, telephone number, and an electronic mail address at which you (the complaining party) may be contacted.
- A statement that you (the complaining party) have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you (the complaining party) are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ******(Optional) Provide information, if possible, sufficient to permit us to notify the user(s) who posted the content that allegedly contains infringing material.

Any person who knowingly materially misrepresents that information or an activity on the Site is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us and possibly others for any damages, including costs and attorneys’ fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.

Responding to a DMCA Notice with a Counter-Notification

We will take reasonable steps to promptly inform you if your content has been taken down upon receipt of an effective DMCA Infringement Take-Down Notification. If you believe that the content that was removed or to which access was disabled is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to mint and use the material, you may send us a Counter Notification containing the following information (see 17 U.S.C. § 512 for further detail):

- Your 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 disabled;
- A statement that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the U.S. district court in the state in which you reside (or the U.S. district court where our headquarters are located if your address is outside of the United States), and a statement that you will accept service of process from the person who provided notification of the alleged infringement to us.

You have ten (10) business days after receipt of a DMCA take-down Notice to send us an effective Counter Notification or the allegedly infringing material may not be restored.

Any person who knowingly materially misrepresents that material or activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us for any damages, including costs and attorneys' fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.

Where to Send a DMCA Request

You must submit your DMCA Take-Down Notices and Counter Notifications to us by email at the following email address: contact@cooprecords.xyz the following subject/heading for the email: "Services DMCA Take Down Notification."

DMCA Notices Must Comply With These Requirements

Official DMCA Notices must provide all the information described above in order to be effective. If your DMCA Notice is ineffective, we may ignore it and have no obligation to remove the allegedly infringing content.

14. Disputes

Please read the following agreement to arbitrate ("Arbitration Agreement") in its entirety. This clause requires you to arbitrate disputes with Coop Records and limits the manner in which you can seek relief from us.

To the fullest extent permitted by Applicable Law: You agree that any dispute or claim relating in any way to: your access, use, or attempted access or use of the Site, Services, any products or services sold or distributed through our Services or by us, or any aspect of your relationship with the Services will be resolved by binding arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Services may seek equitable relief in court for infringement or other misuse of

intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyright, or patent). You agree that any such arbitration shall be settled solely and exclusively by binding arbitration held in Los Angeles, administered by JAMS and conducted in English, rather than in court.

Any such arbitration shall be conducted in accordance with the then-prevailing JAMS Streamlined Arbitration Rules & Procedures, except that any dispute involving claims and counterclaims over \$250,000, not inclusive of attorneys' fees and interest, shall be subject to the then-prevailing JAMS Comprehensive Arbitration Rules and Procedures.

The arbitrator shall have exclusive authority to: (1) determine the scope and enforceability of this Arbitration Agreement; (2) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or part of this Arbitration Agreement is void or voidable; (3) decide the rights and liabilities, if any, of you and us (respectively); (4) grant motions dispositive of all or part of any claim; and (5) award monetary damages and grant any non-monetary remedy or relief available to a party under Applicable Law, arbitration rules, and these Terms (including the Arbitration Agreement). The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. 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. Such an award is final and binding upon you and us.

YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU AND US ARE EACH WAIVING THEIR RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW.

If any part of this Arbitration Agreement is found to be invalid or unenforceable, then such part shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement and other provisions of these Terms shall continue to in full force and effect.

This Arbitration Agreement shall survive the termination of your relationship with us or your stopping your use of Services.

15. Changes to these Terms

We may revise these Terms from time to time. If we make a change to these Terms that, in our sole discretion, is material, we will take steps to notify all users by a notice on the Site. By continuing to access the Site or use Services after those changes become effective, you agree to be bound by the revised Terms. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use Services.

16. Assumption of Risk

You accept and acknowledge:

- We do not provide legal, tax, regulatory, financial, accounting, or other advice.
- You are solely responsible for determining what, if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Services are not responsible for determining, withholding, collecting, reporting, or remitting the taxes that apply to your Digital Assets, including any Rewards Tokens.
- Prices and liquidity of Digital Assets and the validation of Digital Assets are subject to volatility and fluctuations.

- There are risks associated with using internet and blockchain based products, including the risk associated with hardware, software, and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or Account. You accept and acknowledge that Services will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using Services or any Blockchain network, however caused. The nature of a Digital Assets may lead to an increased risk of fraud or cyber-attack, and may mean that technological difficulties experienced by the platform storing Digital Assets may prevent the access to or use of your Digital Assets.
- You have represented and warranted to us that you are sufficiently knowledgeable about blockchain technology to utilize Services.
- The price and liquidity of Digital Assets are extremely volatile and may be subject to large fluctuations. Fluctuations in the price of one Digital Asset could materially and adversely affect other Digital Assets, which may also be subject to significant price volatility.
- Applicable Law governing blockchain technologies and Digital Assets and is uncertain and evolving, and new regulations or policies may materially adversely affect the Services and the use, transfer, exchange, and value of Digital Assets.
- Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.
- The value of Digital Assets is derived in part from the continued willingness of market participants to acquire such Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset (or related Digital Assets) disappear.
- Changes to Third-Party Materials may create a risk that your access to and use of the Services will suffer.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets.

You agree and understand that you access and use the Site, Services, and any Content thereby at your own risk and that this brief statement does not disclose all of the risks associated with Digital Assets or the Services. You agree and understand that we will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using Digital Assets or other blockchain-based technology or assets, however caused.

17. Disclaimers

YOUR ACCESS TO AND USE OF SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT SERVICES, CONTENT, AND ANY REWARDS TOKENS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, TO THE FURTHEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE (AND OUR SUPPLIERS AND

AGENTS) MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY FOR WHETHER SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

TO THE FURTHEST EXTENT PERMITTED BY LAW, WE (AND OUR AFFILIATES) WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON THE SITE, SERVICES, REWARDS TOKENS, CONTENT, OUR CONTENT (INCLUDING WITHOUT LIMITATION Coop ARTIST NFTS, ARTIST TOKENS, AND SMART CONTRACTS ASSOCIATED WITH THE CONTENT OR SERVICES), MATERIAL OR INFORMATION, CONTAINED IN OR OBTAINED IN CONNECTION WITH THE SERVICES. WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR OR OUR SERVICE PROVIDERS' SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY RECOMMENDATIONS WITH RESPECT TO THE VALUE OR FITNESS OF SERVICES, ANY PARTICULAR DIGITAL ASSETS (INCLUDING ANY REWARD TOKENS), OR ANY THIRD-PARTY WEBSITES OR OTHER SERVICES FUNCTIONS THAT A USER MAY INTERACT WITH THROUGH SERVICES OR OTHERWISE IN CONNECTION WITH YOUR USE OF SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM US OR THROUGH SERVICES, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD SERVICES RESPONSIBLE FOR ANY BREACH OF SECURITY.

NEITHER WE NOR OUR AFFILIATES ARE RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING SERVICES, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT. DIGITAL ASSETS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM NETWORK). WE CANNOT GUARANTEE, EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSET OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

18. Indemnification

To the fullest extent permitted by Applicable Law, you agree to indemnify, defend, and hold harmless us, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the "**Indemnification Parties**"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including attorneys' fees and expenses) and costs (including court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that

are caused by, arise out of or are related to (a) your use or misuse of the Services or Content, (b) your violation of these Terms, (c) your violation of the rights of a third party, including another user, (d) any intellectual property disputes relating to your use of the Services or Content, and (e) your violations of Applicable Law.

You agree to promptly notify the Indemnification Parties of any third party Claims and cooperate with the Indemnification Parties in defending such Claims. You further agree that the Indemnification Parties shall have control of the defense or settlement of any third party Claims.

This indemnity is in addition to, and not in substitution of, any other indemnities set forth in any other written agreement between you and us and shall survive your ceasing to use the Services.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO INDEMNIFICATION PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE SERVICES; (ii) ANY USER CONDUCT OR CONTENT OF ANY THIRD PARTY ON SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED IN CONNECTION WITH THE SERVICES; (iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION THE SERVICES OR CONTENT; (V) USE OF REWARDS TOKENS; OR (VI) ENGAGING WITH ANY LIMITED EDITION LIQUIDITY POOLS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE INDEMNIFICATION PARTIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE OR OUR AFFILIATES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

NEITHER WE NOR OUR AFFILIATES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OR MISUSE OF THE SERVICES, CONTENT, OR REWARDS TOKENS, INCLUDING ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST SERVICES OR DIGITAL ASSETS; OR (E) TAXES.

NEITHER WE NOR OUR AFFILIATES ARE RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS, OR ANY FEATURES OF SERVICES.

YOU HEREBY RELEASE AND FOREVER DISCHARGE COMPANY (AND OUR OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS) FROM, AND HEREBY WAIVE AND RELINQUISH, EACH AND EVERY PAST, PRESENT AND FUTURE DISPUTE, CLAIM,

CONTROVERSY, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION, AND CAUSE OF ACTION OF EVERY KIND AND NATURE (INCLUDING PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE), THAT HAS ARISEN OR ARISES DIRECTLY OR INDIRECTLY OUT OF, OR THAT RELATES DIRECTLY OR INDIRECTLY TO, THE SITE (INCLUDING ANY INTERACTIONS WITH, OR ACT OR OMISSION OF, OTHER SITE USERS OR ANY THIRD-PARTY LINKS OR ADVERTISEMENTS).

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to certain personal injury claims. Notwithstanding anything to the contrary in these Terms, the foregoing is not an attempt to waive any non-waivable claims by law, including any unwaivable claims under U.S. securities laws, if applicable.

20. Governing Law and Venue

These Terms and your access to and use of our Services shall be governed by and construed and enforced in accordance with the laws of the State of California (without regard to conflict of law rules or principles of the State of California, or any other jurisdiction that would cause the application of the laws of any other jurisdiction). Any dispute between the parties that is not subject to arbitration as set forth in these Terms or cannot be heard in small claims court, shall be resolved in the state or federal courts of Los Angeles County in the State of California, and the United States, respectively, sitting in California.

21. Termination

If you breach any of the provisions of these Terms, all licenses granted by us will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your ability to access the Services (or any part of the Services) or Content at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

22. Severability

If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

23. Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to us for which monetary damages would not be an adequate remedy and we shall, to the fullest extent permitted by Applicable Law be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond,

other security, or proof of damages, without prejudice to any other rights or remedies which might be available to us.

24. California Residents

If you are a California resident, in accordance with Cal. Civ. 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.

25. Survival

All sections for our benefit which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Coop Records or you, including without limitation Sections 8 (Our Content), 9 (Payments, Taxes and Refunds), 10 (Blockchain, Third-Party Materials & Hyperlinks), 14 (Disputes), 16 (Assumption of Risk), 17 (Disclaimers), 18 (Indemnification), 19 (Limitation of Liability), 20 (Governing Law and Venue), 21 (Termination), 22 (Severability), 23 (Injunctive Relief), and 25 (Survival). Termination will not limit any of our other rights or remedies at law or in equity.

26. Updating These Terms

The Services and these Terms may be amended or be supplemented over time to include additional rules and policies. The Privacy Policy and other Services policies are expressly part of these Terms and you agree to use the Services in compliance with the Terms, as they may be amended or supplemented over time.

27. Miscellaneous

Except as set forth herein or other written contracts are entered into between us and you, these Terms constitute the entire agreement between you and us relating to your access to and use of the Services, Content, and Rewards Tokens. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of us, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such a right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

The Services are operated by us from the United States. Those who choose to access the Services' locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. You agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties, which shall, for us, include our affiliates, and are not intended to confer third-party beneficiary rights upon any other person or entity.

28. Contact Us

If you have questions concerning these Terms, or you notice any bugs, errors or violations please feel free to send us an email at: [\[contact@cooprecords.xyz\]](mailto:contact@cooprecords.xyz).

