

Terms of Service

1. Introduction

These terms of service (“Terms”) govern the use of the **SuperBid** platform (the “Platform”) as well as the use of non-fungible tokens that reference digital photos, videos and experiences (“NFTs”) on the Platform.

The Platform is operated by or on behalf of Escape Velocity sp. z.o.o (“we,” “us,” and “our”). We are a limited liability company, registered in Poland.

Please carefully review these Terms. These Terms govern your access to and use of the Services. By accessing and using the Services (including by creating an Account or by purchasing in-app currency or bidding on any items), you are deemed to have read, accepted, executed, and agreed to be bound by these Terms.

This is a form of a legally binding contract between us and you. If you do not agree to these Terms, you must not access or use the Platform.

These Terms do not apply to the creation of NFTs by Creators, which are subject to a separate written agreement between Creators and us. We reserve the right to change these Terms from time to time by updating the Terms on our website located at: <https://superbid.io>

2. The Platform

- The Platform enables users to buy, collect and resell collectible NFTs created by individuals or companies (“Collectibles”). Owners of a Collectible will not own any intellectual property (“IP”) or other rights to any underlying digital artwork referenced by the NFT

- Much like when a painter sells a physical work of art such as a painting, the creator of a Collectible (“Creators”) typically retains a range of IP and other rights associated with the underlying digital artwork. The Creator or the Artist may have the ability to enforce their IP rights against users who infringe on those rights.
- When you buy a Collectible, you will retain the ability to transfer the Collectible to other parties.

3. Access to the Platform

By using the Platform, you acknowledge and confirm that:

- You are at least 18 years old or of legal age to enter into contractual relations with SuperBid (whichever is later).
- You are the exclusive beneficiary and/or legal owner of any in-app currency or cryptocurrency used or to be used for the purchase of any digital asset on the Platform.
- It is your responsibility to ensure your equipment (computer, laptop, tablet or another mobile device) meets all the necessary technical specifications to enable you to access and use the Platform.
- We may, from time to time, restrict access to certain features, parts, or content of the Platform, or the entire Platform, to users who have registered with us. You must ensure that any registration details you provide to us are accurate. If you choose, or you are provided with, a log-on ID (such as a username and password or, another identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorized use or another security breach of which you become aware. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms or if any details you provide for the purposes of registering as a user prove to be false.

- You may customize your username. We reserve the right to change your username, for example, if it includes offensive language.

4. How do I use SuperBid?

- **Your Registration Obligations:** Anyone can browse SuperBid without registering for an account. You may be required to register with SuperBid in order to access and use certain features on the Platform, such as participating as a Creator or Collector. If you choose to register for the Platform, you agree to provide and maintain true, accurate, current, and complete information about yourself and/or business you run, as prompted by our registration form. Registration data and certain other information about you are governed by our Privacy Policy. You must be at least 13 years old to register for an account as a Creator, and at least 18 years old to place a bid on any auction. If you are between 13 and 18 years old, you must have the expressed permission of a parent or legal guardian who can accept these Terms on your behalf. You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account.
- **Member Account, Password, and Security:** You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify SuperBid of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing Superbid. SuperBid will not be liable for any loss or damage arising from your failure to comply with this Section.
- **Connecting your Wallet:** In order to participate as a Collector in the marketplace you don't have to connect your wallet but in order to withdraw your Collectibles you must connect to a browser extension called MetaMask. MetaMask is an electronic wallet that allows you to purchase, store, and engage in transactions using the native Ethereum cryptocurrency, ETH.

Modifications to the Platform: SuperBid reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that SuperBid will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform.

5. Digital wallets and currency

- In order to own, buy, or sell a Collectible user has to use in-app currency “Diamonds”. Users have two ways to purchase in-app currency. They can buy it on our website using credit cards or purchase making SUPERBID deposits.
- Users of the Platform can connect a compatible digital wallet (MetaMask) to our website in order to withdraw or sell a Collectible. We may update the range of compatible wallets from time to time at our sole discretion.
- Users can buy and sell Collectibles using the in-app currency “Diamonds”. We may update the currency you can use to buy or sell collectibles from time to time at our sole discretion.

6. Limited rights of Collectible owners

- As an owner of a Collectible, you may not: copy, modify, edit or reverse engineer any part of the Collectible including the imagery, colors, design, look and feel, format or other features or attributes, use the Collectible as part of another work including any film, image, audio work or other form of media, subject the Collectible to derogatory treatment, use the Collectible for any commercial purpose including for advertising or promoting any business, products or services, create any commercial products such as merchandise which feature, refer to or otherwise liken themselves to the Collectible, use the Collectible (or the Platform) for any purposes connected with hatred, racism, violence, gambling, slavery, intolerance, cruelty, unsolicited promotions or harassment, sales, spam, or for any purpose that infringes the rights of others or which is unlawful in any

way, protect (or claim to protect) the Collectible with any additional intellectual property rights such as trademarks, patents or registered designs, or use the Collectible in any way not part of the Collectible's "Rights Attached and Permitted Purposes" document.

- You must not remove or obscure any signature of the Creator or other information as to the attribution of creation, or take any steps that may have the effect of misleading others as to the identity of the Creator. You may use the Platform for non-commercial purposes only. We are not liable for any business losses.
- Any economic benefit that may be derived from appreciation in the value of the Collectible/NFT is incidental to obtaining it for its collectible purpose.

7. What are the rules for using SuperBid?

When using SuperBid, no User is allowed to:

- Manipulate the price of a Digital Artwork in any way, including bidding on your own items, preventing bidding, or using SuperBid to conceal the economic activity.
- Email or otherwise upload any content that infringes any intellectual property or other proprietary rights of any party; you do not have a right to upload under any law or under contractual or fiduciary relationships; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; poses or creates a privacy or security risk to any person; constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of SuperBid, is objectionable or which restricts or

inhibits any other person from using or enjoying the Platform, or which may expose SuperBid or its users to any harm or liability of any type;

- Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- Use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its Users for any unauthorized purpose;
Create user accounts by automated means or under false or fraudulent pretenses;
- Access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services.

8. Buying and selling collectibles

Collectibles may be offered for sale, bought, and sold on the Platform through our proprietary auction process exclusively.

9. Assumption of Risk

You accept and acknowledge that:

- We cannot guarantee the continuous, uninterrupted, or error-free operability of the Platform. There may be times when certain features, parts or content of the Platform, or the entire Platform, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or any third party for any unavailability, modification, suspension or withdrawal of the Platform, or any features, parts or content of the Platform.
- Cryptocurrencies are not backed by governments, central banks, physical value, or another guarantee. Their values and liquidity can materially fluctuate up and

down due to market activity and sentiment, public and regulator sentiment, legislation, regulatory and governmental steps taken in relation to crypto-assets generally, or specifically, and other factors outside of the control of users.

- Technological difficulties experienced by the Platform may affect your access to your NFTs and thus your Collectibles.
- You understand fully and can afford to take the risks of purchasing and trading in Collectibles, you are solely responsible for determining the level of risk involved, and all use of the Platform is at your own risk. We are not responsible for any losses you may suffer as a result of any drop in value or other aspects of the sale or purchase of any Collectible.
- Blockchain technologies and NFTs are subject to many legal and regulatory uncertainties, and the Platform, NFTs, Collectibles could be adversely impacted by one or more regulatory, or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit your ability to continue the use and enjoyment of such assets and technologies.
- We do not own or control the Ethereum network (or any other applicable network supported by the Platform), any digital wallet provider, or any other third-party infrastructure provider used in relation to the Platform, and we are not liable for any defects in, unavailability of, or acts or omissions of such third-party infrastructure.
- There are risks associated with accepting cryptocurrencies as payment and withdrawing blockchain-based NFTs, including but not limited to, the risk of losing private keys, theft of cryptocurrency, or NFTs due to hackers finding out your private key. You are solely responsible for the safekeeping of the private key associated with the blockchain address used to buy or sell Collectibles. You accept

that SuperBid will not be able to restore or issue any refund in respect of any Collectibles due to lost or stolen private keys. If you are not able to spend or use a Collectible due to loss or theft of the corresponding private key or otherwise, you will be unable to exercise your rights with respect to such Collectible.

- SuperBid has no responsibility for the Collectibles created or traded on the Platform. SuperBid does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality, or value of any Collectible created or traded on the Platform or the underlying artwork.
- SuperBid shall not be liable for any errors, misrepresentations, or omissions in, of, and about, the underlying digital artwork, nor for the availability of the underlying artwork. SuperBid shall not be liable for any losses, injuries, or damages from the purchase, inability to purchase, display, or use of the underlying artwork.

10. SuperBid's Role

- Our role is limited to providing a platform to allow users to offer for sale, and to buy and sell Collectibles directly with each other. With the exception of the initial sale of each Collectible, we are not a party to any secondary sale or purchase. We do not take payment on behalf of other parties and we are not a payment service provider.
- We do our best to make sure all Collectibles are original works and do not infringe any third-party rights. There can be no guarantee or assurance of the uniqueness, originality or quality of any Collectible. You have no recourse or rights against us in relation to the existence of similar or identical works, or in relation to the infringement of any third-party rights.

- You agree to indemnify us and our affiliates and our and their directors and officers in full against all losses incurred in relation to any claims, liability, loss or damage arising out of (or alleged in relation to) any use by you of the Platform, trading by you in Collectibles, or any breach of these Terms by you.

11. Prohibited Use

- Except to the extent expressly set out in these Terms, you are not allowed to: 'scrape' content or store content of the Platform on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Platform, remove or change any content of the Platform or attempt to circumvent security or interfere with the proper working of the Platform or the servers on which it is hosted, or create links to the Platform from any other website, without our prior written consent. You may however link from a website that is operated by you, provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Platform, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.
- You may only use the Platform for lawful purposes, in a responsible manner, and in a way that does not damage our name or reputation or that of any of our affiliates, directors or officers, or any of the Creators. The sale of stolen Collectibles, Collectibles taken without authorization, and otherwise illegally obtained Collectibles on Superbid is prohibited. SuperBid reserves the right to terminate, suspend or restrict your access to the Platform if there is reasonable suspicion by us that that the Collectible has been or will be used for any illegal, fraudulent, or unauthorized purposes. If you have reason to believe that a Collectible listed on SuperBid was illegally obtained, please contact us

immediately. Listing illegally obtained assets may result in your listings being canceled, or your Collectibles being hidden.

- All rights granted to you under these Terms will terminate immediately in the event that you are in breach of any of them, and you may not subsequently use the Platform.

12. Intellectual property rights

- All IP rights in any content of the Platform (including text, graphics, software, photographs and other images, videos, sound, trademarks, and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these Terms gives you any rights in respect of any IP owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Platform. In the event you print off, copy, or store pages from the Platform (only as permitted by these terms and conditions), you must ensure that any copyright, trademark, or other IP right notices contained in the original content are reproduced.

13. Liability

- We may change the format and content of the Platform from time to time. You agree that your use of the Platform is on an "as is" and "as available" basis and at your sole risk. Whilst we try to make sure that all information contained on the Platform is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information. We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, availability, fitness for purpose or originality of any content of the Platform and, to the fullest extent permitted by law, all implied warranties,

conditions or other implied terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Platform or relying on any of its content.

- We cannot and do not guarantee that any content of the Platform will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the content.
- In no event shall we be liable to you for any losses, whether indirect or consequential, or for any loss of profit, revenue, contracts, data, goodwill, or other similar losses, and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable.

14. Your Personal Information

You consent to us accessing, processing, and retaining any personal information you provide to us for the purpose of us operating the Platform. This consent is not related to and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws, and regulations. Please see our Privacy Policy for further information about how we process your personal information and the rights you have in respect of this.

15. External links

- The Platform may, from time to time, include links to external sites, third-party offers, and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them

and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of, or association with, their operators or promoters.

16. Governing Law and Jurisdiction

- These Terms are governed by EU law, except that there may be certain mandatory applicable laws of your country or region that apply for your benefit and protection in addition to or instead of certain provisions of EU law.
- You agree that any dispute between you and us regarding these Terms or the Platform will only be dealt with by the Polish courts, except that if you live in a country of the European Union other than Poland you can choose to bring legal proceedings either in your country, but if we bring legal proceedings, we may choose to do so in your country.

17. Contacting Us

- Please submit any questions you have about these Terms or any problems concerning the Platform by email to **contact@superbid.io**.