AUCTION/BROKERAGE TERMS & CONDITIONS

Right Of The Dot, LLC

Revised Sept 20, 2024

You are agreeing to the terms below. By registering to bid and/or by bidding at auction you agree to these terms, so you should read them carefully before doing so. All terms stated herein, whether in the body of these Terms & Conditions or in the attached Appendices, shall apply to all persons or entities that participate in an auction or other proceeding administered by Right of the Dot, LLC ("ROTD"). These Terms & Conditions shall prevail over any other written or oral terms unless there is a written, later-dated addendum signed by a ROTD officer and at least one other party stating ROTD's intent that these Terms & Conditions shall be superseded and setting forth the specific manner in which they are superseded.

You will find a glossary explaining the meaning of certain words and expressions used in this Terms & Conditions. In addition to these Terms & Conditions, which govern all transactions with ROTD, Lots in which we offer Non-Fungible Tokens are governed by the Additional Conditions of Sale – Non-Fungible Tokens, which are available in Appendix A herein. For the sale of Non-Fungible Tokens, to the extent there is a conflict between these Terms & Conditions and the "Additional Conditions of Sale – Non-Fungible Tokens," the latter controls. Unless we own a Lot in whole or in part, ROTD acts as agent for the Seller.

1. BEFORE THE SALE

a. DESCRIPTIONS OF LOTS; DISCLAIMER OF WARRANTIES; REPRESENTATIONS

i. Our description of any Lot in the catalogue, any condition report, and any other statement made by us (whether orally or in writing) about any Lot, including about its nature or condition, scope, ownership, provenance, technical details, non-fungible token ("NFT") metadata, security or integrity are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the sort carried out by professional researchers and scholars. All statements of dimensions are approximate only.

ii. We do not provide any guarantee in relation to the nature of a Lot of any sort. Bidders are advised to conduct their own research regarding the condition or nature of Lots.

iii. Lots are sold "as is," in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by ROTD or by the Seller. The fact that a Lot may be stored on a blockchain should also not be interpreted as, or deemed to be, any guarantee of condition.

iv. Any reference to condition in a catalogue entry or in a condition report will not amount to a full description of condition, and images may not show a Lot clearly. Condition reports and Lot descriptions are not an alternative to examining a Lot in person or seeking your own professional advice. We take no responsibility for providing a condition report as to any Lot.

v. We are not responsible to you to give any representation, warranty, or guarantee, or assume any liability of any kind in respect of any Lot or digital asset. We cannot and do not represent, warrant, or guarantee that:

1. any Lot or digital asset is error-free and meets your requirements, or
2. that errors or defects in the Lot or digital asset can or will be corrected; or
3. the Lot or the delivery mechanism for the Lot is free of viruses or other harmful components. We cannot and do not represent, warrant, or guarantee the persistence, security, stability, integrity or continued existence of any digital asset.

vi. Estimates are based on the condition, rarity, quality, and provenance of the Lots and on prices recently paid at auction or brokerage for similar property. Estimates may also be based on appraisals of similar Lots. Estimates can change. Neither you, nor anyone else, may rely on any estimates as a prediction or guarantee of the actual selling price of a Lot or its value or for any other purpose. Estimates do not include a Buyer's Premium, a commission, or any applicable taxes.

b. **Withdrawal**. ROTD may, in its discretion, withdraw any Lot from auction at any time prior to or during the sale of the Lot. ROTD has no liability to you for any decision to withdraw.

c. **Exclusivity Period**. Submission of a Lot for sale constitutes an agreement on behalf of Seller to grant ROTD an exclusive right to sell the Lot, with such exclusivity period running for 60 days from the end of the extended auction period.

2. LIMITATION OF LIABILITY

a. We have no responsibility to any person other than a Buyer in connection with the purchase of any Lot. **IN NO EVENT WILL THE AGGREGATE LIABILITY OF ROTD AND ROTD PARTNERS (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE OWNERSHIP OF THE LOTS, EXCEED THE BUYER'S PREMIUM AMOUNT YOU HAVE PAID TO ROTD FOR THE LOTS, NFTs OR DIGITAL ASSETS.** We will not be responsible to you for any reason for any other damages or expenses.

b. To the fullest extent permitted by applicable law, in no event will ROTD or any ROTD Partner be liable for:

i. ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION);

ii. ANY DAMAGES ARISING FROM FAILURE TO TRANSFER THE LOT DUE TO SELLER OR BUYER ERROR SUCH AS FORGOTTEN PASSWORDS, MISTYPED ADDRESSES OR INCORRECTLY CONSTRUCTED TRANSACTIONS, INCORRECTLY PROGRAMMED NFTS, MINING ATTACKS, CYBERSECURITY ATTACKS, WEAKNESSES IN ROTD SECURITY, BLOCKCHAIN MALFUNCTIONS OR OTHER TECHNICAL ERRORS, TELECOMMUNICATIONS FAILURE, UNFAVORABLE REGULATORY DETERMINATIONS OR ACTIONS IN ONE OR MORE JURISDICTIONS (INCLUDING WITH RESPECT TO NFTS OR CRYPTOCURRENCIES), TAXATION OF NFTS OR CRYPTOCURRENCIES, PERSONAL

INFORMATION DISCLOSURE, UNINSURED LOSSES, UNANTICIPATED RISKS, VOLATILITY RISKS, SERVER FAILURE OR DATA LOSS, CORRUPTED OR OTHERWISE INACCESSIBLE DIGITAL WALLETS, UNAUTHORISED ACCESS TO APPLICATIONS, INABILITY TO ACCESS OR TRANSFER THE NFT, INABILITY TO ACCESS OR DISPLAY THE DIGITAL ASSET, RISKS ARISING FROM THIRD-PARTY PROVIDERS, INCLUDING THIRD-PARTY PROVIDERS THAT MAY MINT THE NFTAND/OR STORE THE NFT OR THE DIGITAL ASSET; AND

iii. ANY DAMAGES ARISING FROM ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE INTRODUCTION OF VIRUSES OR OTHER MALICIOUS CODE, THE USE OF PHISHING, SYBIL ATTACKS, 51% ATTACKS, BRUTEFORCING, CHANGES TO THE PROTOCOL RULES OF THE BLOCKCHAIN (*I.E.*, "FORKS") OR OTHER MEANS OF ATTACK THAT AFFECT, IN ANY WAY, THE NFT OR DIGITAL ASSET.

c. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR INTENTIONAL, WILLFUL MISCONDUCT OF ROTD BUT SHALL LIMIT CLAIMS FOR NEGLIGENCE OR GROSS NEGLIGENCE.

d. Some jurisdictions do not allow the exclusion of certain warranties, disclaimer of implied terms, or limitations or exclusions of liability for incidental or consequential damages in contracts with consumers. As a result, some or all of the exclusions of warranties, disclaimers, and limitations or exclusions of liability in this section may not apply to certain purchasers.

3. REGISTERING TO BID

a. **FIRST-TIME BIDDERS**

i. If this is your first time bidding at an ROTD auction (or if you have not bid at an ROTD auction within the past two years) you must register to bid at least 48 hours before an auction begins so that we have time to process and approve your registration.

ii. First-time Bidders will be required to provide the following information:

1. Individuals: Photo identification (valid driver's license, national identity card, or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);

2. Corporations and limited liability companies: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address together with documentary proof of directors and beneficial owners; and

3. Trusts, partnerships, offshore companies, and other business structures: Please contact us in advance of the auction to discuss our documentation requirements.

iii. We may in our discretion require proof of financial capacity or a deposit before permitting you to bid.

b. **RETURNING BIDDERS**

i. We may at our discretion ask you for current identification, a financial reference, or a deposit as a condition of allowing you to bid.

c. **RESERVATION OF RIGHT TO DECLINE ANY BIDDER**

i. We may, in our sole discretion, decline to permit any party to bid, for reasons including but not limited to failure to demonstrate capacity to pay, failure to provide requested documentation, or failure to comply with anti-money laundering or know-your-customer requirements; and if you make a successful bid, we may cancel the contract for sale between you and the Seller.

4. BIDDING ON BEHALF OF ANOTHER PERSON

a. A Bidder is permitted to bid as the agent of another person if the following conditions are met:

i. The person on whose behalf bids will be made must complete the registration requirements set forth in Section 3 above.

ii. The Bidder must supply a signed letter authorizing the bidding on behalf of the third party.

iii. **By bidding for a third party, the Bidder warrants that he or she is accepting personal liability to pay the Purchase Price and all other sums due** unless it has been agreed in writing with ROTD, before commencement of the auction, that the Bidder is acting as an agent on behalf of a named third party acceptable to ROTD and that ROTD will only seek payment from the named third party.

iv. If ROTD determines after an auction is completed that a Bidder has entered bids on behalf of an undisclosed third party, it may in its sole discretion seek to hold that third party liable for all sums due, including by instituting a legal proceeding against that third party seeking any or all of the remedies to which ROTD may be entitled under this agreement. If ROTD has determined that a Bidder has entered bids on behalf of an undisclosed third party then said Bidder shall agree and warrant that there is privity of contract between said undisclosed third party and ROTD. **The decision to seek relief from an undisclosed third-party Bidder, however, shall not excuse the personal liability of the Bidder and said Bidder and the undisclosed third party shall be jointly and severally liable to ROTD for any damages resulting**.

5. BIDDING PROCEDURES

a. All Bidders represent and warrant that an auction bid is a contractual offer which, if accepted, creates a contract to pay all sums due.

b. All bidding is governed by these Terms & Conditions and any other applicable terms, statutes, or regulations.

c. Bidding in person: Any Bidder may bid at an auction in person, if such auction is conducted live. Bidders seeking to bid in person must register for a numbered bidding paddle at least 30 minutes before the auction. You may register online at https://rotd.com/ or in person. For help, please contact us at +1 954-288-6810. Live auctions may be videotaped or otherwise recorded and a Bidder's participation in a live auction constitutes acknowledgement and agreement that the Bidder's person or voice may incidentally be captured on such recordings.

d. Bidding by phone: ROTD may, as appropriate and as logistics, staffing, and other circumstances permit, offer bidding by phone. Your request for this service must be made

no later than 24 hours prior to the auction. ROTD will not provide translation or commentary services for any phone Bidder. Telephone bidding may be recorded by audio or other means and your request for, or participation in telephone bidding constitutes agreement to such recording.

e. Bidding by Internet: For certain auctions we will accept bids over the Internet. Internet bidding will be logged.

f. Written Bids: ROTD will accept written bids. You can find a Written Bid Form at https://rotd.com, or by viewing the Lots online at the same address. We must receive your completed Written Bid at least 24 hours before the auction. Bids must be placed in the allowable currencies of the auction at that time. The Auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the reserve. If you make a written bid on a Lot which does not have a reserve and there is no higher bid than yours, we may bid on your behalf at around 50% of the low estimate or, if lower, the amount of your bid. If we receive written bids on a Lot for identical amounts, and at the auction these are the highest bids on the Lot, we will sell the Lot to the Bidder whose written bid we received first.

g. These bidding services set forth above are a free service offered as a convenience to our clients and ROTD is not liable for any error (human or otherwise), omission, or breakdown in providing these services.

6. CONDUCTING THE SALE

a. We may, at our option, refuse admission to our premises, decline to permit participation in any auction, or reject any bid.

b. Unless otherwise indicated, all Lots are subject to a reserve. We identify Lots that are offered without reserve with a symbol next to the Lot number. Opening bids on No Reserve Lots may vary and start at US$300.00 and up.

c. A Seller may not raise the reserve price of a Lot after submission of the Lot for sale. A seller may decrease the reserve price of a Lot before or during an auction.

d. The Auctioneer and/or ROTD can at his or her sole option:

i. refuse any bid;

ii. move the bidding backwards or forwards in any way we may decide, or change the order of the Lots;

iii. withdraw any Lot;

iv. divide any Lot or combine any two or more Lots;

v. reopen or continue the bidding even after the hammer has fallen;

vi. extend the auction period; or

vii. in the case of error or dispute related to bidding and whether during or after the auction, continue the bidding, determine the successful Bidder, cancel the sale of the Lot, or reoffer and resell any Lot.

e. **If you believe that the Auctioneer has accepted a successful bid in error, you must provide a written notice detailing your claim within 3 business days of the date of the auction**. The Auctioneer and/or ROTD will consider such a claim in good faith. If the

Auctioneer and/or ROTD, in the exercise of our discretion, decides after the auction is complete to cancel the sale of a Lot, or reoffer and resell a Lot, we will notify the successful Bidder no later than by the end of the seventh business day following the date of the auction. The Auctioneer's and/or ROTD decision in exercise of this discretion is final. This does not in any way prejudice ROTD's ability to cancel the sale of a Lot under any other applicable provision of these Terms & Conditions, including the rights of cancellation set forth herein.

f. ROTD may pick any Bidder as the high Bidder as ROTD deems fit or necessary, in its sole discretion, notwithstanding that a Bidder received a notice that it had been outbid. Such notices do not necessarily constitute a final determination of the winning bid.

g. The Auctioneer and/or ROTD may and is permitted to, at their sole option, bid on behalf of the Seller up to but not including the amount of the reserve either by making consecutive bids or by making bids in response to other Bidders. The Auctioneer and/or ROTD will not identify these as bids made on behalf of the Seller and will not make any bid on behalf of the Seller at or above the reserve. If Lots are offered without reserve, the Auctioneer and/or ROTD will generally decide to open the bidding at 50% of the estimate for the Lot. If no bid is made at that level, the Auctioneer and/or ROTD may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. If there are no bids on a Lot, the Auctioneer and/or ROTD may deem such Lot unsold.

h. Bidding generally starts below the reserve and increases in steps (bid increments). The Auctioneer and/or ROTD will decide at their sole option where the bidding should start and the bid increments.

i. The auction room and online screens may show bids in some other major currencies as well as US dollars. Any conversion is for guidance only and we cannot be bound by any rate of exchange used including but not limited to crypto currencies. ROTD is not responsible for any error (human or otherwise), omission, or breakdown in providing these services.

j. Unless the Auctioneer and/or ROTD decides to use their discretion, when the Auctioneer's hammer strikes or calls a Lot "Sold," we have accepted the last bid. We may accept a previously rejected bid as the final bid even if the Bidder has received a notice stating that its bid was not accepted or that it has been outbid.

k. **SHILL BIDDING**:

   i. Shill bidding is an action, scheme, or agreement between a Bidder and a Seller at an auction to place bids on the Seller's own Lot, with the intention of artificially inflating the auction price. Shill bidding is illegal and is a violation of these Terms & Conditions. If it is found that you have intentionally shill bid you understand and agree that you will be liable for the greater of three times the actual damages or One Hundred Thousands Dollars ($100,000.00 USD).

   ii. If ROTD has good cause to believe any Bidder and Seller are involved in a scheme to shill bid, it may in its sole discretion take the following actions:

      1. Cancel the sale of a Lot;

      2. Bar the Bidder and Seller from current and future ROTD auctions; and

      3. Bring an action under this agreement against both or either the Bidder or Seller to recover its damages, including returned, unpaid, or lost commissions, Buyer's

Premiums, reasonable attorney fees and costs, and interest thereon as set forth in this agreement. If a court finds that Bidder or a third party associated with the Bidder has intentionally participated in shill bidding, then the court shall award the greater of treble damages or liquidated damages of one hundred thousand dollars ($100,000).

iii. ROTD's remedies for shill bidding are in addition to, and exclusive of, any remedy it or any other Bidder or Buyer damaged by shill bidding may have at law or equity, in any judicial forum of competent jurisdiction.

7. AFTER THE AUCTION

a. ROTD will use best efforts to issue an invoice to the Buyer within three calendar days of the completed auction setting forth all sums due including the Buyer's Premium. The invoice will be issued to the registered Bidder and the registered Bidder will be responsible for payment of all amounts due within seven calendar days of the date of the auction, unless prior arrangement has been made in writing for a longer payment term or payment by another party.

b. All sales shall include a Buyer's Premium, which shall be a fixed percentage of the Final Sales Price (or "Hammer Price") to recoup costs of marketing and auction, and which shall be paid by the Buyer. The Buyer's Premium will vary from auction to auction and will be disclosed via invoice from ROTD.com in writing for each auction and/or Lot.

c. The Seller agrees that it is responsible for ROTD's broker commission and agrees that all Buyer payments shall be made to ROTD, which shall hold payments in escrow; take its commissions, Buyer's Premium, and any applicable taxes from Buyer's payments; and then release the net proceeds to Seller upon satisfactory transfer of the Lot from ROTD's or Seller's control to Buyer's; **notwithstanding which**, in any case in which ROTD has good cause to believe that shill bidding has occurred as set forth above, the broker commission (as well as any Buyer's Premium) may be recoverable from both the Seller and the third-party Bidder, or either, at ROTD's sole discretion.

d. Buyer agrees to make all payments for any successful bid solely to ROTD within seven days of completion of the auction.

e. It shall be a breach of this agreement for Buyer and Seller to conduct their own escrow or make or accept payments for successful bids directly to or from each other.

f. Buyer and Seller both agree and warrant that they are solely responsible for payment of their own taxes, whether sales and use, income or otherwise.

g. Ownership of a Lot will not pass to Buyer until full payment for a successful bid has been made to ROTD in the form prescribed and the subtraction of such sums as are necessary to pay ROTD's commission, Buyer's Premium, taxes, or any other required payments or disbursements have been made.

8. ROTD BROKER COMMISSION: HOW CALCULATED

a. ROTD charges a commission for its services of up to 25 percent of the Final Sales Price of a Lot, otherwise known as the "Hammer Price." This commission is separate from any Buyer's Premium, and (except as otherwise set forth in this agreement) is payable to ROTD from the Buyer's payment before distributing net payment to the seller.

b. This broker commission is calculated in the following manner: 25 percent of the total sale price (or "Hammer Price") of a Lot; unless ROTD has accepted a final bid in an amount less than 133 percent of the reserve price of the Lot, in which case ROTD's broker commission shall be the difference between the reserve price and the total sale price (or "Hammer Price") of the Lot.

9. WARRANTIES

a. If we reasonably believe that completing the transaction is, or may be illegal; or that the Buyer or the Seller have breached any of the below warranties; or that the sale places us or any of the parties to the transaction under any liability; or may damage our reputation; or is the product of shill bidding, then we may, in our sole discretion, cancel or modify the transaction to avoid any of the aforesaid.

b. **SELLER'S WARRANTIES AND EXCLUSIVITY**. For each Lot, the Seller gives a warranty that the Seller**:**

i. is the owner of the Lot or a joint owner of the Lot acting with the permission of the other co-owners or, if the Seller is not the owner or a joint owner of the Lot, has the permission of the owner to sell the Lot or the right to do so by law; and

ii. has the right and ability to transfer ownership of the Lot to the Buyer without any restrictions or claims by anyone else, subject to any ongoing NFT payment that may be included in an NFT.

iii. If either of the above warranties are incorrect, the Seller shall be responsible for any damages associated with the breach including but not limited to lost or unpaid broker commissions, Buyer's Premiums, interest as set forth in this agreement, and reasonable attorney fees and costs, as well as any amount required to be paid to place all non-breaching parties in the position they would have been but for the breach.

iv. **Seller has agreed to ROTD's exclusivity terms and conditions which include up to a one hundred and eighty (180) day exclusivity period on all submitted assets from the time the asset is submitted for consideration for auction and/or brokerage. If during the exclusive period, the Seller has conducted a sale in private, public, or with a third party of any kind, ROTD is entitled to its full commissions as if ROTD conducted the sale.**

c. **BUYER'S WARRANTIES**. Buyer gives a warranty that the Buyer**:**

i. is not acting as the agent of any third party except as has been disclosed to ROTD according to the terms of this agreement;

ii. does not know nor has any reason to suspect that the third party on whose behalf Buyer is acting is not currently under investigation or indictment for, or has previously been convicted of, money laundering, tax evasion, or terrorist activities;

iii. does not know and has no reason to suspect that the funds used for settlement are connected with any criminal activity, including tax evasion;

iv. is not currently under investigation or indictment for, or has previously been convicted of, money laundering, tax evasion, or terrorist activities;

v. has conducted appropriate customer due diligence on Lots you are bidding on, including misspellings, TLDs and extensions, trademark filing and usage, and ownership of the Lot; and

vi. has not entered into any arrangement or agreement with any party to engage in bidding in the furtherance of any crime including but not limited to shill bidding or tax evasion.

d. **NO IMPLIED WARRANTIES.** ROTD DOES NOT MAKE ANY WARRANTYS OF ANY SORT, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LOT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. WE DO NOT GIVE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY SORT.

10. PAYMENT

a. HOW TO PAY

i. Except as otherwise set forth in this agreement or by written agreement with ROTD, within seven calendar days of the auction (the "due date"), you must pay the "Purchase Price," which is the sum of:

1. the Hammer Price; and

2. the Buyer's Premium; and

3. any applicable duties, goods, sales, use, compensating or service tax, or VAT if applicable.

b. We will only accept payment from the registered bidder, unless prior arrangement to accept payment from a third party has been made.

c. Payment must be made timely even if Buyer is seeking an export license.

d. Buyer must pay for Lots in the United States in U.S. dollars unless otherwise indicated in the Lot description. Payment can be made through the following means:

i. Wire transfer; see wire information provided at ROTD.com or on Buyer's invoice;

ii. Credit card; see payments portal at ROTD.com. Please note that if you pay for your purchase using a credit card issued outside the region of the sale, depending on the type of card and account you hold, the payment may incur a cross-border transaction fee. If you think this may apply to you, please check with your card supplier before proceeding to check-out. ROTD has no responsibility for transaction fees you may incur and will not reduce the Purchase Price to account for such fees;

iii. Cash (including money orders and traveler's checks), subject to a maximum global aggregate of US$7,500 per Buyer;

iv. Bank checks made payable to Right Of The Dot, LLC and drawn in U.S. dollars from a U.S. bank, but property cannot be released until five business days have passed from submission of a bank check; or

v. Crypto currencies via our crypto banking option found at ROTD.com. Any payment made in cryptocurrency must be made within 24 hours of the issuance of the invoice and as set forth herein. After the expiry of the 24-hour window, you may only make the payment in the currency of the sale.

1. The cryptocurrency amount will be calculated by us based on the most recent published CME CF Ether-Dollar Reference Rate (BRR and ETHUSD_RR) index rate as determined by us at the time the invoice is issued, and will be disclosed in the invoice. The amount of cryptocurrency specified in the invoice is the amount of cryptocurrency that must be paid to us if that is the payment option you select regardless of whether the conversion rate at the time of auction or when you pay the invoice or at any other time is different.
2. You must send payment from a digital wallet maintained by an exchange pre-approved by ROTD. You understand that You are responsible for all gas and conversion fees associated with any crypto payments.
3. You must be the owner of the digital wallet, or, if you registered a bid as a company, then the company must be the owner. You agree, upon our request, to provide documentation confirming that the cryptocurrency payment was made from a digital wallet owned by you and maintained by one of the providers listed above. "Ownership" of a digital wallet means either you hold or have held on your behalf, or the company on whose behalf you are bidding holds, or has held on its behalf, the private keys associated with that digital wallet or that the provider of the digital wallet recognizes you or the company on whose behalf you are bidding as owning the cryptocurrency associated with that digital wallet.
4. Partial payments of a Lot from multiple digital wallets will not be allowed. If you purchase multiple Lots, you may purchase one Lot with payment from one digital wallet and another Lot with payment from a different digital wallet but this must be accomplished through two separate transactions.

e. You must quote the sale number/item name, your invoice number and client number when making a payment. All payments sent by post must be sent to the address indicated on the invoice. For more information, please contact us at +1 954-288-6810 or email info@rightofthedot.com

f. Buyer will not own the Lot and ownership of the Lot will not pass to Buyer until we have received full and clear payment of the Purchase Price, even in circumstances where we have inadvertently released the Lot to Buyer.

11. TRANSFERRING RISK TO YOU

a. The risk in and responsibility for the Lot will transfer to you from whichever is the earlier of the following:

   i. When you collect the Lot; or

   ii. At the end of the 30th day following the date of the auction or, if earlier, the date the Lot is taken into care by a third party unless we have agreed otherwise with you.

12. DEFAULT – WHAT HAPPENS IF YOU DO NOT PAY

a. If Buyer (or Seller in cases where, under this agreement, the Seller bears the responsibility to pay) fails to pay us the Purchase Price in full by the due date, in its discretion ROTD is entitled to do one or more of the following (as well as enforce our rights as stated herein and any other rights or remedies we have at law or equity):

i. We can cancel the sale of the Lot. If we do this, we may sell the Lot again, publicly or privately, on such terms as we think necessary or appropriate, in which case Buyer is responsible for any shortfall between the Purchase Price and the proceeds from the resale;

ii. We can charge interest from the due date at a rate of up to 1.34% per month on the Purchase Price;

iii. We can pay Seller the amount due to Seller out of the net proceeds received from Buyer and initiate an action against Buyer for other amounts due;

iv. We can institute legal proceedings to recover the Purchase Price together with other losses, interest as set forth in this agreement, and all reasonable legal fees and costs of suit (including expert witness costs) to the extent permitted by law;

v. We can take what you owe us from any amounts which we may owe you (including any of your sales, deposits, or other partial payment which you have paid to us);

vi. We can, at our option, reveal your identity and contact details to the Seller;

vii. We can reject at any future auction any bids made by or on behalf of Buyer or demand a deposit from the Buyer before accepting any bids;

viii. we can exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and

ix. we can take any other action we see necessary or appropriate and permitted by relevant law.

b. If you owe money to us or to another ROTD partner, we can use any amount you do pay, including any deposit or other partial payment you have made to us or our Partners, or which we owe you, to pay off any amount you owe to us or another ROTD Partner for any transaction.

c. If we obtain a judgment against you for any amount of money, you agree that you will transfer to us any assets you own that we deem to be sufficient when sold to cover the cost of the amount owed. We will then sell the assets and reimburse you the overage, if any. This shall include domain names and any other fungible goods. If you do not at the time voluntarily transfer the assets to us for sale, then you hereby provide us with power of attorney for the purpose of signing your name and transferring the assets.

d. If you have breached this agreement in any way and we reasonably believe that you were acting on behalf of an undisclosed third party, you agree to assign us privity of contract with said third party, as if that party had agreed to this contract.

e. If a Seller submits a property (domain name, or other asset) in error—such as by way of a misspelling, incorrect extension, a property that cannot be transferred or is collateralized, a crypto asset on a different blockchain, or other error that makes a transaction impossible to complete—such submission is a breach of this agreement.

f. Failure to comply with the terms of this agreement as directed by ROTD is breach of this agreement.

g. If ROTD cancels an auction before sale because of any breach of this agreement, ROTD's damages shall be 25 percent of the reserve price of the Lot, in addition to any other relief to which ROTD may be entitled by law or under this agreement.

h. If a court finds that more than one party is responsible to any degree (*i.e.*, even if one party is responsible for 1 percent of ROTD's damages and the other party is responsible for the balance of the damages) then all responsible parties shall be jointly and severally liable for all damages. This term shall apply to all parts of this contract.

13. OTHER TERMS

a. **Cancellation**. In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a Lot if:

   i. any of your warranties are not correct;

   ii. we reasonably believe that completing the transaction is, or may be, unlawful; or

   iii. we reasonably believe that the sale places us or the Seller under any liability to anyone else or may damage our reputation.

b. **Recordings**. We may videotape and record proceedings at any auction whether online or in person no matter what state or country you are in at the time. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another ROTD Partners and marketing partners to analyze our customers and to help us to tailor our services for Buyers. If you do not want to be videotaped, you must notify us thirty (30) days prior to the auction and make arrangements to make a telephone or written bid or bid with ROTD instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

c. **Copyright**. We own the copyright in all images, illustrations, and written material produced by or for us relating to a Lot (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the Lot.

d. **Severability**. If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will remain in force.

e. **Transfers**. You may not grant a security over or transfer your rights or responsibilities under this agreement unless we have given our written permission. This agreement will be binding on your heirs, successors, assigns, or estate and anyone who takes over your rights and responsibilities.

f. **Translations**. We are under no obligation to provide translations of this agreement. If we have provided a translation of this agreement, this version of this agreement shall be the version by which we shall determine to exercise any discretion we have under this agreement, and shall also be the version by which a tribunal shall determine the rights of any parties to a post-auction dispute.

g. **Personal Information**. We will hold and process your personal information and may pass it to another ROTD Partner for use as described in, and in line with, our privacy notice at

https://rotd.com/ if you are a resident of California, The California Consumer Privacy Act will apply.

h. **Waiver**. No failure or delay to exercise any right or remedy provided under these Terms & Conditions shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

i. **Governing Law and Dispute Resolution**.

PLEASE READ THIS SECTION CAREFULLY.

i. This agreement, and any non-contractual obligations arising out of or in connection with this agreement, or any other rights you may have relating to the sale or purchase of a Lot, will be governed by the laws of the state of Virginia.

ii. Prior to initiating any legal proceeding regarding claims arising from this agreement or the sale or purchase of a Lot, one or both of the parties shall initiate mediation in person before a single mediator in the state of Virginia. If mediation is not accepted within ten business days of submission, or the dispute is not settled by mediation within 45 calendar days from the date of submission to mediation, then either party may file suit in a court of competent jurisdiction in Alexandria Virginia..

iii. WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND ROTD AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR ROTD WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

iv.

j. **Reporting**. Reports of the Final Sales Price and bidding may be reported on https://rotd.com/ or our partner sites and also published in public media. We regret that we cannot agree to requests to remove these details from https://rotd.com/ or our partners or from public media.

GLOSSARY

Auctioneer: The individual auctioneer and/or ROTD.

Bidder: Any person or entity bidding for a particular Lot.

Blockchain: A distributed digital ledger of transactions maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the ledger.

Buyer: The person who wins the auction for a particular Lot.

Buyer's Premium: The charge the Buyer pays us, which is some percentage of the Hammer Price.

Catalogue description: The description of a Lot in the catalogue for the auction, as amended by any notice.

Digital Asset: The digital work which the NFT identifies, and with which the NFT is associated.

Digital Wallet: A custodial or hosted software-based device, program, service, or hardware, that allows the owner to receive, store and transfer digital assets, including but not limited to, cryptocurrencies and NFTs, on a blockchain.

Digital Wallet Address: A unique alphanumeric string of characters that is associated with and represents the on-chain address for a digital wallet.

Estimate: The price range included in the catalogue or any notice within which we believe a Lot may sell. Low estimate means the lower figure in the range and high estimate means the higher figure. The mid estimate is the midpoint between the two.

Hammer Price: The amount of the highest bid the Auctioneer and/or ROTD accepts for the sale of a Lot. Also described throughout this agreement as "Final Sales Price."

Lot: An item to be offered at auction (or two or more items to be offered at auction as a group).

Damages: Any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under relevant law.

Lot: A domain name, NFT, or other digital asset to be offered for sale at an auction (or two or more such items to be offered for sale as a group).

NFT (or non-fungible token): A unique digital certificate that identifies (including through a pointer to, or hash of, the digital asset(s)) and is associated with one or more digital assets, which is held and transferred on a blockchain and provides the owner with certain rights to the digital asset(s).

NFT Metadata: Information included within the NFT that includes at least: the name of the digital asset; a description of the digital asset; and the location of where the digital asset is stored or a hash of the digital asset itself (such as a content identifier).

Ongoing NFT Payments: Any payments made in connection with the sale and any future payments, in each case that may be configured or programmed into the NFT smart contract, including any payments that are triggered when the NFT is transferred from one digital wallet address to another digital wallet address.

Owner: With respect to an NFT, the individual or entity that has the private key to the digital wallet that controls the ability to store or transfer the NFT.

Provenance: The ownership history of a Lot or digital asset, as applicable.

Purchase Price: Has the meaning given herein.

Reserve: The amount below which we will not sell a Lot.

RightOfTheDot, ROTD or ROTD Partners: ROTD and its subsidiaries and other companies within its corporate group and partners we work with.

Room Notice: A written notice posted next to the Lot in the saleroom and on https://rotd.com/ , which is also read to prospective telephone Bidders and notified to clients who have left commission bids, or an announcement made by the Auctioneer and/or ROTD either at the beginning of the sale, or before a particular Lot is auctioned.

Sale Particulars: The Lot information (the description of the Lot or Lots offered for sale together with other information on the sale website relating to a lot and the conduct of the sale); Lot notes; payment information; any on-screen notices displayed as part of a sale; the FAQs and any Special Conditions of Sale which apply to any Lot or group of Lots offered for sale at the same time.

Seller: The person placing a Lot for auction and for whom ROTD acts as agent.

Smart Contract: The computer code that governs the execution of an NFT.

Special Conditions of Sale: Any additional conditions which apply to a sale and which are set out in the Sale Particulars.

Warranty: A statement or representation in which the person making it guarantees that the facts set out in it are correct.

APPENDIX A

ADDITIONAL CONDITIONS OF SALE – NON-FUNGIBLE TOKENS, DIGITAL ASSETS, DOMAIN NAMES AS WELL AS ALL OTHER TYPES OF SALE

The general Terms & Conditions set forth above apply to the sale of Non-Fungible Tokens ("NFTs") and other types of sales outside of the auction of domain names. However, the terms set forth below in Appendix A apply in addition to those general Terms & Conditions, specifically to the sale of such items. To the extent there is a conflict between the provisions of Appendix A and the general Terms & Conditions, the provisions of Appendix A shall control.

1. **THE SELLER**

   a. For the purposes of the auction of a non-fungible token ("NFT"), the Seller is the party who owns the Lot at the time the sale is completed. In most circumstances, the Seller's identity will not be disclosed by ROTD. ROTD will sell the Lot as the agent of the Seller. This means that ROTD is providing services to the Seller and that ROTD is concluding the contract for the sale of the Lot on behalf of the Seller.

2. **BEFORE THE SALE**

   a. **Description of Lots.** Our description of a Lot may specify certain information, including: the smart contract address; the NFT Token ID: the blockchain on which the NFT is stored; the server or network on which the digital asset is stored; and the NFT metadata. You should review and confirm this information. We do not carry out any in-depth technical analysis of this information nor do we warrant its accuracy or completeness.

   b. **Estimates.** Estimates are based on the scarcity, quality and provenance of the Lot, on whether the NFT includes any ongoing NFT payments to any party including the Seller, and on prices recently paid at auction for similar property. Estimates can change. A Bidder should conduct its own investigation.

3. **Digital Wallet Requirements.** Certain auctions may require that if you bid in a cryptocurrency approved by ROTD, you have a digital wallet with a provider that we specify. If you do not have such a digital wallet, we may refuse to register you to bid or permit your participation in the sale and if you make a successful bid, we will have the right, in our sole discretion, to cancel the contract for sale between you and the Seller.

4. **TAXES AND ONGOING NFT PAYMENTS**

   a. Taxes for the sale of each Lot at the responsibility of Seller and Buyer.

      i. YOU ARE RESPONSIBLE FOR ANY AND ALL TAXES. ROTD will NOT determine whether any applicable tax may be required to be collected from the successful Bidder in accordance with applicable law, including without limitation any sales or compensating use tax or their equivalent.

      ii. Depending upon applicable law, an NFT will generally be deemed to be delivered to the successful Bidder at the location of their tax domicile or, to the extent it can be

determined, the location of the digital asset, unless otherwise agreed by ROTD, with the resulting tax (if any) determined by the applicable tax rates and rules in that jurisdiction. If you are the successful Bidder, you are responsible for all applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise on the Hammer Price and the Buyer's Premium. VAT charges and refunds depend on your particular circumstances. It is your responsibility to report and ascertain and pay all taxes due. VAT may be payable on the Buyer's Premium and, for some Lots, VAT may be payable on the Hammer Price. The successful Bidder is responsible for any applicable taxes including any sales or use tax or equivalent tax wherever such taxes may arise on the Hammer Price, the Buyer's Premium, and/or any other charges related to the Lot.

iii. In the event that your payment is made in cryptocurrency, you may be responsible for any income or other tax arising from your disposition of such cryptocurrency. If ROTD delivers the Lot to an agent that you have hired such deliver shall be deemed successful. Virginiasales tax may be imposed regardless of your tax domicile. In this circumstance, Virginia sales tax will apply to the Lot even if ROTD subsequently delivers the Lot to a successful Bidder with a tax domicile outside of Virginia. Successful Bidders claiming an exemption from sales tax must provide appropriate documentation to ROTD upon request prior to the release of the Lot or within 90 days after the sale, whichever is earlier.

iv. For deliveries to Buyers in those U.S. states for which ROTD is not required to collect sales tax, a successful Bidder may have a use or similar tax obligation. ROTD recommends you consult your own independent tax advisor with any questions.

b. **Ongoing NFT Payments**. You alone are responsible for determining whether there are any ongoing NFT payments, including any automated fees, commissions or royalties, in the NFT smart contract, which may be due by you to the Seller or other third party upon a subsequent transfer of the Lot by you to a third party, and by purchasers of the NFT going forward. ROTD is not responsible to you for any reason in connection with any ongoing NFT payments, including for making any disclosures to you in connection therewith. Ongoing NFT payments that are triggered by the sale itself are deducted from the proceeds of sale.

5. BUYER'S WARRANTIES AND REPRESENTATIONS FOR NFTS

a. You acknowledge that your purchase of the Lot means you have full ownership rights in the NFT itself, including the right to store, sell, and transfer your NFT. Your purchase of the Lot does not provide any rights, express or implied, (including, without limitation, any copyrights or other intellectual property rights in and to) the digital asset underlying the NFT other than the right to use, copy, and display the digital asset for your own personal, non-commercial use or in connection with a proposed sale or transfer of the NFT and any other right expressly contained in these Conditions of Sale. For the avoidance of doubt, you do not have the right to distribute, or otherwise commercialize the digital asset without the prior authorization of the Seller or the party(ies) that holds such rights. Your rights and interest in the digital asset or NFT provided by these Terms & Conditions will immediately terminate upon any subsequent sale, transfer, dispossession, burning or other relinquishment of the NFT.

b. You understand and accept that NFTs are minted by third parties unaffiliated with ROTD, and not by ROTD itself or on ROTD behalf.

c. You acknowledge and agree that there are risks associated with purchasing, holding, and using NFTs. By purchasing, holding and using an NFT, you expressly acknowledge and assume all risks including, but not limited to: Seller or Buyer user error such as forgotten passwords, mistyped addresses, incorrectly constructed transactions, incorrectly programmed NFTs, mining attacks, cybersecurity attacks, weaknesses in ROTD security; blockchain malfunctions or other technical errors, telecommunications failure, malicious software, unfavorable regulatory determinations or actions in one or more jurisdictions (including with respect to NFTs or cryptocurrencies), taxation of NFTs or cryptocurrencies, personal information disclosure, uninsured losses, unanticipated risks, volatility risks, server failure or data loss, corrupted or otherwise inaccessible digital wallets, unauthorized access to applications , inability to access or transfer the NFT, inability to access or display the digital asset, risks arising from third-party providers, including third-party providers that may mint the NFT and/or store the digital asset, and any unauthorized third party activities, including without limitation the introduction use of viruses or other malicious code, the use of phishing, sybil attacks, 51% attacks, brute forcing, changes to the protocol rules of the blockchain (*i.e.*, "forks"), or other means of attack that affect, in any way, the NFT or digital asset. If you have any questions regarding these risks, please contact us at info@rightofthedot.com.

d. You acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Conditions of Sale and to appreciate the risks and implications of purchasing NFTs. You acknowledge that you have obtained sufficient information to make an informed decision to purchase an NFT, including reviewing the code of the smart contract, the NFT metadata, and the NFT, as well as the storage system used for the digital asset and fully understand and accept the functions of the same.

e. You acknowledge that we do not guarantee that you will be able to receive, access or view the Lot and/or digital asset. We do not provide any application, or other service to enable you to view, receive, access or view the Lot and/or digital asset, and that it is your responsibility to procure a digital wallet or other means to allow us or the Seller to transfer the Lot to you and for you to access or view the digital asset upon such transfer.

f. You acknowledge and represent that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that your purchase of an NFT complies with applicable laws and regulations in your jurisdiction.

6. **Transfer of Risk to Buyer**. The risk in and responsibility for the Lot will transfer to you once the Lot is received in the digital wallet that you have specified, which time may be determined at ROTD's discretion, including through observation of the transfer on the blockchain on which the NFT is stored.

7. **Security Measures**. You are responsible for implementing reasonable measures for securing the digital wallet or other storage mechanism you use to receive and hold the NFT, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s), and further you specifically acknowledge that the risk of acquiring the NFT from the Seller, transferring the NFT to others, and holding or using the NFT or your digital wallet rests entirely with you. If your private key(s) or other access credentials are lost, you may lose access to your

NFT. We are not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.

8. **Future Inaccessibility**. We are not responsible if the digital asset becomes inaccessible to you for any reason, or for any modifications or changes to the digital asset, including the digital asset being deleted. You acknowledge that the artist or any third party could make additional copies of, and distribute, the digital asset, and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in the digital asset.
9. **Future Use**. We are not responsible for any uses you make of the NFT or for any future transfers you make of the NFT.

RightOfTheDot - DOMAIN BROKER SERVICE AGREEMENT

Last Revised: 08/01/2024

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Domain Broker Service Agreement (this "Agreement") is entered into by and between RightOfTheDot, LLC, a Delaware limited liability company ("RightOfTheDot") and you, and is made effective as of the date of acceptance. This Agreement sets forth the terms and conditions of your use of RightOfTheDot's Domain Broker services (the "Domain Broker Services" or the "Services"). For the purposes of this Agreement, a person who wishes to purchase a registered domain name will be referred to as a "Buyer," and a person who is the registrant of the domain name that the Buyer wishes to purchase will be referred to as a "Seller."

Your acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with RightOfTheDot's Universal Terms of Service Agreement, which is incorporated herein by reference.

The terms "we", "us" or "our" shall refer to RightOfTheDot. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

RightOfTheDot, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the RightOfTheDot website at ROTD.com (this "Site"). You acknowledge and agree that (i) RightOfTheDot may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, RightOfTheDot may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account ("Account") information, including your email address, current. RightOfTheDot assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

2. DESCRIPTION OF SERVICES

The Services are provided to facilitate the buying and selling of currently registered domain names only, and not the purchase or sale of associated website content unless agreed in writing. RightOfTheDot provides a venue and a transaction facilitation process and will take a stated commission for each completed transaction. RightOfTheDot may also act as an escrow agent.

RightOfTheDot does not guarantee the quality, safety or legality of any of the domain names. A Seller may elect to withdraw from negotiations at any time without any penalty up until the point in time when the Seller has transferred the domain name to Escrow or Buyer at which point the negotiation process is deemed to be complete.

You acknowledge and agree that your transaction will be handled by RightOfTheDot's Brokerage and Escrow process. RightOfTheDot will remit payment of the full agreed-upon purchase price to the Seller within approximately 20 days after receiving funds from the Buyer, except in the event of a dispute or where the payment is suspected to be fraudulent, as determined by RightOfTheDot in its sole and absolute discretion.

By using RightOfTheDot's Brokerage and Escrow process, you authorize RightOfTheDot to perform tasks on your behalf in order to complete the transaction. In these transactions, RightOfTheDot acts as a transaction facilitator to help you buy and sell domain names. RightOfTheDot will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge RightOfTheDot is not a bank and the service is a payment processing service rather than a banking service.

Except under the limited circumstances expressly set forth in Section 8 below, RightOfTheDot is not responsible and disclaims all liability in the event that the domain name transaction fails to complete due to a breach by either the Buyer or the Seller of its respective obligations. Buyer acknowledges and agrees that Buyer does not obtain any rights in the registration of a domain name until the transaction is complete.

In all transactions, where the domain name is newly registered or transferred to Seller or Buyer or its agent, domain names purchased through the Services may not be transferred away from the current registrar to another registrar for a period of sixty (60) days following the Change of Ownership date.

FOR THE PURPOSE OF FACILITATING THE CHANGE OF REGISTRANT INFORMATION DURING AND AFTER THE SALE OF ANY DOMAIN NAME, WHETHER AS BUYER OR SELLER, AND IN ACCORDANCE WITH ICANN'S CHANGE OF REGISTRANT POLICY, YOU MAY BE ASKED TO AGREE TO APPOINT RightOfTheDot AS YOUR DESIGNATED AGENT FOR THE SOLE PURPOSE OF EXPLICITLY CONSENTING TO MATERIAL CHANGES OF REGISTRATION CONTACT INFORMATION ON YOUR BEHALF. AS DEFINED IN ICANN’S CHANGE OF REGISTRANT POLICY, A “DESIGNATED AGENT” MEANS AN INDIVIDUAL OR ENTITY THAT THE PRIOR REGISTRANT OR NEW REGISTRANT EXPLICITLY AUTHORIZES TO APPROVE A CHANGE OF REGISTRANT REQUEST ON ITS BEHALF.

3. YOUR OBLIGATIONS (APPLICABLE TO BOTH SELLER AND BUYER)

You agree to thoroughly, accurately, and honestly complete all forms and requests for information provided by RightOfTheDot throughout the process. You agree RightOfTheDot will

not be responsible for any false or misleading information you provide, whether intentionally or unintentionally.

You agree to notify RightOfTheDot within five (5) business days when any of the information you provided changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide RightOfTheDot with accurate and reliable information on an initial and continual basis, shall be considered a material breach of this Agreement. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by RightOfTheDot to determine the validity of the information provided by you, shall also be considered a material breach of this Agreement.

Both Buyer and Seller are obligated to complete the transaction after they mutually agree to a price for the domain(s). Both Buyer and Seller specifically authorize and direct RightOfTheDot or agent to act as their Designated Agent to facilitate the transfer of the domain(s).

4. PROVISIONS SPECIFIC TO SELLER

As a Seller, You may use the Services to list domain names to which you have registration rights for sale and are able to transfer in accordance with your obligations under this Agreement. By using the Services for such purposes, You represent and warrant that:

You have all rights, titles and interests in the domain name necessary to complete the transaction;
You have the ability to transfer the domain name free and clear of any obligations, liabilities, liens or encumbrances;
The domain name does not infringe on the intellectual property rights of anyone else; and
You have the right to transfer the domain name in accordance with your obligations under this Agreement.

You agree not to sell any domain name to any Buyer found through the Services without using the Services to complete the transaction. Should RightOfTheDot find that you are circumventing the Services, RightOfTheDot reserves the right to all commissions at the actual sale price or the sale price agreed to with RightOfTheDot which ever is higher. RightOfTheDot can terminate your account and cancel all of your listings.

You are obligated to complete the transaction if Buyer commits to purchase the domain name through a fixed, agreed-upon price. Should you fail to complete the transaction for any reason (including, but not limited to, failing to move the domain name to RightOfTheDot's account if Buyer commits to purchase the domain name through a fixed, agreed-upon price, RightOfTheDot reserves the right to (i) charge you a fee equal to all commissions due and/or (ii) terminate your membership/participation with RightOfTheDot Auctions (as determined by RightOfTheDot in it sole and absolute discretion).

You hereby authorize RightOfTheDot to initiate and post (i) credit (positive) entries for payments to the Deposit Account and (ii) debit (negative) entries to the Deposit Account to reverse erroneous payments and/or make adjustments to incorrect payments. You acknowledge

and agree that the amount initiated and posted to the Deposit Account will represent payment for domain names sold using the Services. If the domain name sold is registered with RightOfTheDot and eligible for transfer from Seller to Buyer via RightOfTheDot's change of account ("COA") process, RightOfTheDot will initiate the payment of proceeds approximately five (5) days after receipt of Buyer's funds. If the domain name sold is not registered with RightOfTheDot , RightOfTheDot will initiate the payment of proceeds approximately twenty (20) days after receipt of Buyer's funds. In either event, you acknowledge and agree that there may be a delay of several days between the time that RightOfTheDot initiates the payment of proceeds and the time that the proceeds are actually posted to the Deposit Account, and RightOfTheDot expressly disclaims any liability or responsibility regarding the same.

The authority granted to RightOfTheDot by the Deposit Account owner herein will remain in full force and effect until RightOfTheDot has received written notification from the Deposit Account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford RightOfTheDot a reasonable opportunity to act on such revocation, or until RightOfTheDot has sent notice to terminate this Agreement

RightOfTheDot will not release the domain name to Buyer until receipt of confirmation that the funds have been verified.

5. PROVISIONS SPECIFIC TO BUYER

As a Buyer, You are required to deposit the mutually agreed-upon price and Buyer's broker premium/fee, as established by RightOfTheDot, as soon as practical after you reach an agreement, but in no event later than five (5) business days after you have agreed to a price. Once you send payment, RightOfTheDot will hold those funds in escrow for a prescribed period of time based on the type of transaction, at which time RightOfTheDot will remit payment to the Seller side. At no time will Buyer be able to withdraw those funds or send the funds to another recipient unless the initial transaction is canceled. Should the seller refuse payment or refuse to transfer the domain, the funds will be returned to Buyer. You agree RightOfTheDot is not responsible for breach of contract based upon Seller's refusal to transfer the domain or accept the aforementioned mutually agreed to purchase price. In the event you and the Seller do not reach an agreement upon a purchase price, RightOfTheDot shall return any funds held by RightOfTheDot for the purchase of the domain to you as soon as commercially reasonably possible.

If Applicable, Buyer acknowledges and agrees that in no event shall RightOfTheDot refund the initial fee Buyer is required to pay to use the Services.

6. RightOfTheDot's Rights

In addition to any and all other rights reserved by RightOfTheDot in this Agreement, RightOfTheDot expressly reserves the right in its sole discretion to:

Modify its pricing through email notification;

Deny, cancel, terminate, suspend, lock, or modify access to your Services for unsolicited, commercial e-mailing (i.e., spam, sending email to subscribers who have not "opted-in"); illegal access to other computers or networks (i.e., hacking); distribution of internet viruses or similar destructive activities; non-payment of fees; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which you conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism, and child pornography; activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm minors in any way, and other activities whether lawful or unlawful that RightOfTheDot determines, in its sole discretion, to be harmful to its other customers, operations, or reputation;

Deny, cancel, terminate, suspend, lock, or modify access to your Services if your use of the Services results in, or is the subject of, legal action or threatened legal action, against RightOfTheDot or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit; and

Deny, cancel, terminate, suspend, lock, or modify access to your Services if you have not accessed or logged into it for ninety (90) days.

RightOfTheDot has no obligation to monitor the Services but reserves the right to do so. RightOfTheDot reserves the right to edit the descriptions and comments on listings. You acknowledge and agree that RightOfTheDot shall have the right to make public certain information in connection with the sale or purchase of domains on the website, including but not limited to (a) the name of the domain name sold or purchased, (b) the sale or purchase price of the domain name sold or purchased, and (c) information relating to the timing of the sale or purchase.

7. REMEDIES AND RIGHT TO CANCEL

Without limiting other remedies, if:

You breach this Agreement or any document incorporated by reference;
RightOfTheDot determines your actions may pose a risk to RightOfTheDot or its members; or
RightOfTheDot determines your use of the Services infringes on the intellectual property or legal rights of others.

RightOfTheDot may immediately:

Warn its members of your actions;
Place a hold on any pending transactions associated with your account(s);
Limit funding sources and payments;
Limit your access to your account(s) or to any functionality of your account(s); or
Indefinitely suspend or close your account(s) and refuse to provide our Services to you.

In addition, RightOfTheDot reserves the right to hold funds beyond normal distribution periods for transactions it deems suspicious or for account(s) conducting high transaction volumes to

ensure integrity of the funds. If RightOfTheDot closes your account(s), RightOfTheDot will provide notice and pay you all of the unrestricted funds in your account(s) due to you.

8. LIMITED WARRANTY FOR SOLD DOMAINS

Domain Broker Service sales will be guaranteed for payment by RightOfTheDot if the Buyer does not perform and if the Buyer is not an associated party of the Seller. In the event of a breach by the Buyer of any of its responsibilities related to payment under the completed sale, the Seller agrees to immediately transfer all of Seller's right to the respective domain name to RightOfTheDot and RightOfTheDot agrees to pay Seller the final sales price less agreed upon commission. In the event of a breach by the Buyer of any of its responsibilities related to payment under the completed sale, the Seller agrees to immediately transfer all of Seller's right to the respective domain name to RightOfTheDot and RightOfTheDot agrees to pay Seller the full agreed upon purchase price.

For the purpose of this limited warranty, a "completed sale" means an accepted private Buy Now transaction for a domain name through Domain Broker Service on RightOfTheDot's Site, combined with receipt of payment by RightOfTheDot and transfer of the domain name to RightOfTheDot control.

Notwithstanding anything to the contrary in this Agreement, RightOfTheDot expressly reserves the right in its sole discretion to opt out of the Limited Warranty for Sold Domains.

9. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

10. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.