

## TERMS OF SERVICE

Last update: March 29, 2023

Please read these Terms of Service carefully. You may not use the Site (as defined below) unless you agree to these Terms of Service. These Terms of Service also include the following terms and policies, each of which is incorporated by this reference (collectively, the “Agreement”):

- [Privacy Policy](#);
- [Collector Terms](#); and
- any other posted and referenced guidelines, rules, policies, terms, or conditions applicable to services that may be available at the Site.

This Agreement is between you and Strata, K.K. (“Strata”) concerning your use of the website located at <https://www.dendekaden.com/> or <https://www.dendekaden.jp/> or <http://dendekaden.xyz/> (including any successor sites and any other website, mobile app, marketplace or software that we operate or make available for the sale of NFTs) and any content, products or services that we make available there (collectively, the “Site”).

The Site may allow users to buy, exchange, or otherwise acquire non-fungible tokens on distributed digital ledgers or blockchains (“NFTs”) that contain or correspond to digital artworks (“Artworks”) created by Strata or other artists (each, an “Artist”). For ease of reference, we refer to NFTs originally acquired through the Site as “Site NFTs” and a Site NFT together with the license rights in the corresponding Artwork as a “Digital Item.”

When we say, “Strata,” “we,” “us” or “our,” we mean Strata and its affiliates and its and their employees, officers, directors, shareholders, agents, representatives, licensors (including Artists), suppliers, partners and service providers.

### **1. Acceptance of Terms.**

Strata makes the Site available subject to this Agreement. Strata may update or make changes to this Agreement from time to time in its sole discretion, which changes it may provide to you by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when this Agreement (and other terms and policies posted on the Site) was last revised by referring to the “Last Updated” legend at the top of this Agreement.

### **2. Site Changes.**

Certain features of the Site are available at no charge, while others may require payment. Strata may, at any time and from time to time, temporarily or permanently, in whole or in part: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify or waive any fees charged in connection with the Site; or offer opportunities to some or all users of the Site. You agree that we won’t be responsible or liable to you or any third party for any modification, suspension or discontinuance of the Site or any content, feature or product offered through the Site, in each case in whole or in part. Your continued use of the Site after such changes will indicate your acceptance of such changes.

### **3. Registration; Usernames and Passwords.**

You may need to provide your email address, register, create an account, or connect your blockchain wallet, e.g., MetaMask (your “Wallet”) to use all or part of the Site or to make purchases. You represent, warrant and covenant to us that all information you submit to the Site is complete and accurate. We may reject, or require you to change, any username, password or other information that you provide to us in registering or updating your registration. Your username and password are for your personal use only and should be kept confidential. You are responsible for maintaining the security of your username and password. You are also responsible for any use or misuse of your username or password, and you must promptly notify Strata of any unauthorized use of your username, password, or Site account. You shall not permit others to use your username and password.

#### **4. Buying NFTs.**

- a) **Connecting Your Wallet.** Before you can buy, exchange, or otherwise acquire any Site NFT, you have to connect to the Site using your Wallet. Wallets like MetaMask are provided by unaffiliated third parties, and your use of such Wallets is governed by terms provided by the applicable third party (in the case of MetaMask, its Terms of Use). We’ll deliver Site NFTs that you buy through the Site directly to your Wallet. PLEASE TAKE THE UTMOST CARE TO PROTECT AND PRESERVE YOUR WALLET’S CREDENTIALS—WE CANNOT RECOVER SITE NFTS IF YOU LOSE ACCESS TO YOUR WALLET.
- b) **Pricing & Payment.** We will provide pricing and payment terms on the Site at or near the point of sale. All sales are final, and your payment obligations are binding as soon as you authorize any purchase with your Wallet. Except as required by law, we do not and will not provide refunds. We accept payment in cryptocurrency only.
- c) **Not an Investment in a Business.** You represent, warrant and covenant to us that your purchase of Site NFTs is and will remain solely for your personal use and enjoyment. You understand that buying a Site NFT is akin to buying a physical artwork, and is not an investment in us or any other business, and you represent, warrant and covenant to us that you have no expectation of profit based on any of our activities or those of any other business. You shall not promote or market any Site NFT as an investment in us or any other business, or otherwise state or suggest that potential buyers of Site NFTs may expect to profit from their purchase or sale of Site NFTs.
- d) **Site NFTs Acquired from Others.** You agree to be bound by the [Collector Terms](#) with respect to any Site NFTs you may acquire from third parties. You also agree that, if the third party from whom you purchased the Site NFT fails to pay any amounts due to us in connection with the transfer to you, we may refuse to provide you with access to the Site until all such amounts have been paid.

#### **5. Rules of Conduct.**

While using the Site, you will comply with all applicable laws and regulations and your contractual obligations to third parties. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the following rules of conduct, and your failure to comply with such rules may result in suspension or termination of your access to the Site. You will not:

- Post, transmit, or otherwise make available, through or in connection with the Site:
  - Any material that could give rise to criminal or civil liability.
  - Any virus, worm, Trojan horse, Easter egg, time bomb, malware, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to

damage, circumvent, or hijack the operation of, or to monitor the use of, any hardware, software or equipment (collectively, "Viruses").

- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site (e.g., by "scraping").
- Impersonate any person or entity, including any of our representatives; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Use or attempt to use another user's account without authorization both from that user and from us.
- Create user accounts, connect blockchain wallets to the Site, make purchases, or interact with the Site, in each case by automated means, scripts, or bots.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Attempt to circumvent any content-filtering techniques or attempt to access any feature or area of the Site that you are not authorized to access.
- Deploy or use any application that interacts with the Site without Strata's authorization.
- Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).
- Reproduce, duplicate, copy, sell, resell or otherwise use the Site for any purpose not expressly authorized in this Agreement, including by exploiting for any commercial purpose any portion of, use of, or access to the Site.
- Modify, adapt, translate, reverse engineer (except as expressly permitted by applicable law), decompile or disassemble any portion of the Site, or otherwise access or use the Site for purposes of creating a product or service that competes with any of our products or services.
- Remove any copyright, trademark, patent or other proprietary rights notice from the Site or from materials originating from the Site.
- Frame or mirror any part of the Site.
- Systematically download and store Site content.
- Use any bot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site. Notwithstanding the foregoing, Strata grants the operators of public search engines permission to use so-called "spiders" to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Strata may revoke these exceptions either generally or in specific cases.
- Attempt to increase or otherwise manipulate the price of a Digital Item, for example, by bidding on Site NFTs that you own, buying or selling Site NFTs that you own (e.g., from one Wallet to another Wallet that you control), or making offers with no bona fide intent to purchase.
- Engage in activity that artificially increases view counts, likes or other metrics.
- Use the Site to engage in any financial activity that requires registration or licensing.

You represent and warrant to us that neither you nor your financial institutions, nor any party that owns or controls you or your financial institutions, are: (a) subject to sanctions or designated on any list of prohibited or restricted parties, including lists maintained by the Japanese Government, the U.S. Government, the European Union or its member states, the U.N. Security Council, or any other

applicable government authority; or (b) located in any country to which Japan or the United States has embargoed goods or against which Japan or the United States has applied sanctions.

## **6. Privacy.**

For information about how we collect, use, share and process your information, please see our [Privacy Policy](#).

## **7. Technological Requirements.**

You are responsible for obtaining and maintaining all telecommunications, broadband, computer hardware, equipment, software and services needed to access and use the Site, and paying all related charges. Some features of the Site may be facilitated through third-party APIs. We have no control over and bear no responsibility for third-party APIs, and the Site may be impacted by third-party API issues, including outages of or changes to third-party APIs.

## **8. Feedback.**

Unless we expressly agree otherwise in writing, if you provide us with any ideas, proposals, suggestions or materials, whether through the Site, through our official social media channels, by email or otherwise, and whether related to the Site or otherwise (collectively, "Feedback"), you acknowledge and agree that: (a) your provision of any Feedback is gratuitous, unsolicited and without restriction and does not place us under any fiduciary or other obligation; (b) any Feedback is not confidential, and we have no confidentiality obligations with respect to such Feedback; and (c) to the extent permitted under applicable law, any Feedback will become Strata's sole property. Without limiting the foregoing, you grant to Strata a worldwide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), adapt, modify and otherwise use and exploit such Feedback, in any format or media now known or hereafter developed, and you represent and warrant that you have all necessary rights to grant this license. Strata may use Feedback for any purpose whatsoever without attribution or compensation to you or any other person. You are and remain responsible for the content of any Feedback.

## **9. Our Content.**

Our trade names, trademarks, service marks, trade dress and other indicia of origin include STRATA, DENDEKADEN, and any associated logos (collectively, "Our Trademarks"). All trademarks and service marks on the Site other than Our Trademarks are the property of their respective owners. You may not use Our Trademarks, whether registered or unregistered, on or in connection with any product or service in any manner that is likely to cause confusion. The information and materials made available through the Site are and shall remain the property of us and our licensors (including Artists), partners, and suppliers, and are protected by copyright, trademark, patent, or other proprietary rights and laws (such information and materials, including Our Trademarks, collectively "Our Content"). Subject to and conditioned on your compliance with this Agreement, and solely for so long as we permit you to access and use the Site, you may view one copy of any of Our Content on any single computer or device solely for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices. Except as we expressly authorize in the [Collector Terms](#) or in advance writing, you shall not reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based upon (whether in

whole or in part), all or any part of the Site or any materials made available through the Site (including Artworks). Nothing contained on the Site grants or should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Our Content without our express prior written consent.

#### **10. Artwork Storage.**

We may store Artworks using our own or third-party platforms, such as the [Interplanetary File System](#) (“IPFS”). WE CAN’T AND DON’T GUARANTEE THAT ANY ARTWORK WILL REMAIN AVAILABLE ON IPFS OR ANY OTHER PLATFORM, AND WE WILL HAVE NO RESPONSIBILITY OR LIABILITY, NOR WILL COLLECTORS OR PURCHASERS HAVE ANY REMEDY, IF ANY ARTWORKS BECOME UNAVAILABLE. We recommend that you download the associated Artwork (provided that you have the right to do so) in case it becomes unavailable on the Site or through the applicable third-party platform. We also recommend that you use an IPFS pinning service to keep a copy of the Artworks corresponding to your Site NFTs to ensure their continued hosting on the IPFS servers.

#### **11. Third-Party Payment Providers.**

We may use third-party service providers to pay you or to enable you to pay us (such services, “Payment Services”). By submitting your account information for use in connection with Payment Services, you agree that: (a) Strata may store your information, and process your information with any such Payment Services; and (b) we are not responsible or liable for any failures of any such Payment Services to protect such information adequately. The processing of payments will be subject to the terms, conditions and privacy policies of such Payment Services, in addition to this Agreement. You acknowledge that Strata may change Payment Services and move your information to other third-party service providers from time to time. There may be fees associated with certain Payment Services, and you agree that you (and not we) will be responsible and liable for all such fees, including fees imposed on your transactions. You acknowledge and agree that we are not, and won’t be, responsible or liable for any Payment Service’s services, site, or acts or omissions.

#### **12. Links.**

The Site may provide links to other websites and online resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and we neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other sites and services may provide links to the Site with or without our authorization. We don’t endorse such sites or services, and are not and will not be responsible or liable for any links from those sites or services to the Site, any content, advertising, products or other materials available on or through such other sites or services, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES, SERVICES, AND RESOURCES, INCLUDING YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES, SERVICES, AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO SUCH SITES, SERVICES AND RESOURCES.

Strata has the right, at any time and in its sole discretion, to block links to the Site or any content on the Site through technological or other means without prior notice.

### **13.Communications.**

Strata may communicate and transact with you electronically. Strata may provide you with notices by posting them to the Site, by email, or by postal mail, in our discretion. Strata may also provide notices of changes to this Agreement or other matters by displaying such notices on the Site or by providing links to such notices on the Site. You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We won't be responsible for failures to fulfill any obligations due to causes beyond our control.

### **14.Local Laws.**

While we have designed the Site so that it may be used from virtually anywhere you can access the Internet, we can't guarantee that the Site is appropriate for use everywhere. It is your (and not our) obligation to ensure that your use of the Site complies with applicable local laws.

### **15.Termination.**

This Agreement is effective until terminated. Strata may, in its sole discretion, terminate this Agreement or terminate or suspend your access to or use of the Site, in each case, in whole or in part and at any time and for any reason, including if it believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Site will immediately cease. You agree that any termination of this Agreement or termination or suspension of your access to or use of the Site may be effected without prior notice, and that Strata may immediately deactivate or delete your password and username, and any or all related information and files associated with it, or bar any further access to such information or files. You agree that we won't be responsible or liable to you or any third party for any termination of this Agreement or termination or suspension of your access to the Site or to any such information or files, and won't be required to make such information or files available to you after any such termination or suspension. The termination or expiration of this Agreement shall not affect the accrued rights and obligations of the parties or those representations, warranties, or other obligations that by their nature survive expiration or termination, including Sections 8 (Feedback), 9 (Our Content), 13 (Communications) and 15 (Termination) through 21 (Miscellaneous).

### **16.Disclaimer; Risks.**

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. WE PROVIDE THE SITE TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE AND ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WE CAN'T AND DON'T GUARANTY THAT ANY CONTENT OF, OR PRODUCTS OR SERVICES MADE

AVAILABLE THROUGH OR IN CONNECTION WITH, THE SITE WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF YOUR USE OF THE SITE. OUR SERVICES RELY ON EMERGING TECHNOLOGIES, INCLUDING BLOCKCHAIN, CRYPTOCURRENCY AND SMART CONTRACTS. SOME FEATURES ON THE SITE ARE SUBJECT TO INCREASED RISK THROUGH YOUR USE OR MISUSE OF TECHNOLOGIES SUCH AS PUBLIC-PRIVATE KEY CRYPTOGRAPHY. BY USING SUCH FEATURES, YOU ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS.

In addition, we are not responsible or liable for, and you assume all responsibility, liability and risks associated with:

- Any gain or loss in value of any Digital Items;
- Acts or omissions of third parties, including Consensys Software Inc. (MetaMask's licensor) or Interplanetary Networks, Inc.;
- Problems caused by third-party software, hardware, technology, platforms or services, including the Ethereum Blockchain, MetaMask, or the Interplanetary File System;
- Artists or others minting on another platform another NFT associated with the same Artwork corresponding to a Site NFT; or
- The transfer, loss, or inability to demonstrate ownership or control of, any NFT.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we don't guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third-party alteration to the Site, please contact us at [info@strata.gallery](mailto:info@strata.gallery) with a description of the materials at issue and the URL or location on the Site where such materials appear.

Moreover, the Internet or portions thereof may be subject to security breaches and other potentially harmful events. We are not responsible for any damage to any computer, software, hardware, equipment, content, data or other material resulting from any such security breach or harmful event, or from any Virus, bug, line failure, defect, delay in operation or transmission, deletion, error, fraud, interruption, omission, tampering, or unauthorized intervention, or any other technical or other malfunction.

You acknowledge and agree that you: (a) have received sufficient information to make an informed decision to buy the Site NFT, (b) have carefully considered the code of the Site NFTs' smart contract and understand and accept its functions and risks; and (c) assume all risks associated with NFTs and other cryptographic tokens, including risks of (i) losing access to the token as a result of losing seed phrases, usernames, passwords, private keys or other account credentials, problems with digital wallets, or custodial or purchaser error, (ii) hacking and security weaknesses, including phishing, brute-force, birthday, denial-of-service, 51% and other attacks, (iii) unexpected surges in activity or other operational or technical difficulties, and (iv) legal or regulatory action, taxation, personal information disclosure, and other foreseeable and unforeseeable risks.

## **17.Release.**

To the fullest extent permitted by law, you irrevocably and unconditionally release, acquit and discharge us and our successors and assigns from any and all past, present and future claims, demands, damages, fees, costs, rights and causes of action, known or unknown, suspected or unsuspected, disclosed or undisclosed, existing or contingent, direct or derivative, that have existed or may have existed, or that do exist, arising out of or related to: (a) acts or omissions of third parties, including disputes between users, or (b) other matters for which you have agreed that we are not responsible or liable. In particular, you knowingly and voluntarily waive all rights and benefits that you may have as a result of Section 1542 of the California Civil Code, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

### **18. Indemnity.**

You shall indemnify and hold us harmless, and at our election defend us, from and against all third-party claims, demands, losses, liabilities, damages, costs, and expenses (including attorney's fees) (collectively, "Claims") arising from or related to: (a) your access or use of, or activities in connection with, the Site (including Site NFTs, Artwork, Digital Items, and payments); (b) your violation of this Agreement, any other policies posted on the Site, any applicable law or regulation or any agreement with any third party; or (c) any disputes between you and another user or any third party. You are solely responsible for your interactions with any other users in connection with the Site, including disputes, and we will have no liability or responsibility with respect thereto. Strata will control the defense and settlement of all such Claims, and you shall reasonably cooperate in such defense.

### **19. LIMITATION OF LIABILITY.**

WE WON'T BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, WE WON'T BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY ANY OF US OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE TOTAL AMOUNT, IF ANY, THAT YOU'VE PAID STRATA IN THE SIX MONTHS BEFORE YOUR CLAIM ACCRUED.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **20. Disputes.**



- a) **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of Japan without regard to any conflicts of law principles that would result in the application of the law of another jurisdiction.
- b) **Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement whether under contract, tort, statute or any other legal theory, or the breach, termination or invalidity of this Agreement, shall be finally settled by binding arbitration (“Arbitration”) administered by the Japan Commercial Arbitration Association and conducted in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association then in force before one or more arbitrators appointed in accordance with such rules. The place of arbitration shall be Tokyo, Japan. The Arbitration proceedings shall be confidential and in Japanese. The award rendered by the arbitrator(s) shall be final and binding on all parties. Judgment on the award may be entered in any court of competent jurisdiction. Any Arbitration brought in connection with this Agreement will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No Arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. To the extent allowed under applicable law, you and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person’s account if we are a party to the proceeding. You are giving up your right to participate as a class representative or class member on any class claim you may have against us, including any right to class arbitration or any consolidation of individual arbitrations.
- c) **Time Limit on Claims.** Any arbitration must be noticed within one year after the applicable claim accrued. Otherwise, the claim will be permanently barred, which means that the aggrieved party (whether you or us) will not have the right to assert the claim.

## **21. Miscellaneous.**

- a) **Legal Age or Parental Consent.** You represent and affirm that: (a) you are of legal age to enter into this Agreement; or (b) you’re the parent or legal guardian of a minor who is accessing and using the Site, and that you’ve consented to such access and use and agree to this Agreement. You may not access or use the Site if you’re a minor and have not obtained your parent’s or legal guardian’s consent to access and use the Site. If you are a parent or legal guardian who has permitted a user under the age of legal majority to access or use the Site, you are fully responsible for the acts or omissions of such user in relation to the Site. Minors may not buy, exchange, acquire, or sell NFTs. If you are under 18 years old, you may not access or use the Site.
- b) **Filtering.** Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on web sites such as [GetNetWise](#) and [OnGuard Online](#). We don’t endorse any of the products or services listed at such sites.
- c) **Using Site on Behalf of Another Entity.** If you access or use the Site on behalf of another person or entity, (a) all references to “you” throughout this Agreement will include that person or entity, (b) you represent and warrant that you are authorized to enter into this Agreement on that person’s or entity’s behalf, and (c) if you or that person or entity violates this Agreement, both you and that person or entity shall be jointly and severally responsible for such violation, including for any obligation to indemnify us.

- d) Third-party Beneficiaries. Except as otherwise expressly provided in this Agreement, this Agreement doesn't create any third-party beneficiary rights in any individual or entity that isn't a party to this Agreement.
- e) Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby; and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.
- f) Relationship of Parties. This Agreement doesn't, and won't be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.
- g) Assignment. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of their rights or obligations under this Agreement without restriction. Any attempt to assign this Agreement except as permitted under this section will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- h) No Waiver. No waiver by any party of any breach or default of this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.
- i) Headings & Interpretation. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. "Including" means "including without limitation."
- j) Contact Us. If you have any questions regarding the Site or the meaning or application of this Agreement, please direct such questions to [info@strata.gallery](mailto:info@strata.gallery). Please note that email communications won't necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your email correspondence with us.
- k) Entire Agreement. This Agreement, including the [Privacy Policy](#) and [Collector Terms](#), and all other policies posted on or referenced on the Site, constitute the entire agreement between you and us relating to the subject matter hereof and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

## PRIVACY POLICY

Last updated: March 28, 2023

Strata, K.K. (“Strata,” “we,” “us,” “our” Address: Kuwano Building 2F, 23-4, Jingumae 6-chome, Shibuya-ku, Tokyo, Japan 150-0001) takes our users’ privacy seriously. This privacy policy describes how we collect, process and share information through our Services. Please read this policy carefully.

By “Services,” we mean our website located at <https://www.dendekaden.com/> or <https://www.dendekaden.jp/> or <http://dendekaden.xyz/> (including any successor sites) and any content, products or services that we make available there, including all data and information related to any of the foregoing, that we may from time to time make available, together with our social media accounts and email messages that link to this policy.

By providing us with Personal Information (as defined below), you agree to the terms and conditions of this policy. Capitalized terms not defined in this policy have the meanings provided in our [Terms of Service](#).

### PERSONAL INFORMATION

You may choose whether to provide Personal Information in connection with your use of the Services. If you choose not to provide the information we request, you may still visit and use parts of the Services, but you may be unable to access or use some features.

#### Personal Information We May Collect

“Personal Information” is information that identifies you as an individual, including:

- Public blockchain address
- Country of residency
- Name
- Email address
- Telephone number
- Personal information included in communications you send to us

We may use third-party services to process payments in connection with the Services. If you wish to make a payment, your Personal Information may be collected by such third parties and not by us, and will be subject to the third party’s privacy policy, rather than this policy. We have no control over, and are not responsible for, this third party’s collection, use and disclosure of your Personal Information.

If you submit any Personal Information relating to other people to us or to our service providers in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this policy.

#### How We May Collect Personal Information

We and our service providers may collect Personal Information in a variety of ways, including:

- Through the Services: We may collect Personal Information through the Services, e.g., when you sign up for updates, register for an account, or make a payment.

- From Automated Means: When you use the Services, the Service may collect information automatically.
- From Other Sources: We may receive your Personal Information from other sources, such as public databases; joint marketing partners; social media platforms (e.g., Discord); from people with whom you're friends or otherwise connected on social media platforms, as well as from other third parties.

## **How We May Use Personal Information**

We and our service providers will process Personal Information only to the extent necessary to achieve the purposes of use specified below, except, as more fully set forth below, when we obtain your consent or as otherwise permitted by law. Our purposes of use of Personal Information include:

- To provide our Services, respond to your inquiries and fulfill your requests, such as to send you updates and announcements and respond to questions about our Services.
- To send administrative information to you, for example, information regarding the Services and changes to our terms, conditions, and policies.
- To process your transactions or payments, including by processing transactions related to non-fungible tokens ("NFTs") on a blockchain, communicate with you regarding your transactions or payments, and provide you with related customer service. Please also see the Blockchain Notice below under "Choices and Access" for additional details regarding our use of a public blockchain to process your transactions with us.
- To send you marketing communications about our products and services/about our products and services and third-party products and services that we believe may be of interest to you.
- To personalize your experience on the Services such as by displaying content we believe may be of interest to you based on information we have received and analyzed about you.
- To allow you to participate in sweepstakes, contests, giveaways, and similar promotions, and to administer these activities. Some of these activities have additional rules, which could contain additional information about how we use and disclose your Personal Information, so we suggest that you read these rules carefully.
- To facilitate social sharing functionality such as integrating with social media platforms enabling you to share updates about our Services on your social media profiles.
- To allow you to send messages to another User through the Services. By using this functionality, you represent that you're entitled to use and provide us with the other User's name, email address, social media account ID or other information you provide.
- For our business purposes, such as data analysis, developing new products, enhancing, improving, securing or modifying the Services, identifying usage trends, determining the effectiveness of our promotional campaigns, and operating and expanding our business activities.
- To conduct analysis based on aggregated Personal Information, for example, to calculate the percentage of our Users who have a certain zip code, where such aggregated Personal Information is no longer identifiable.
- To create Personal Information if we combine information that is not Personal Information with Personal Information (such as combining your name with your country). If we combine non-Personal Information with Personal Information, we will treat the combined information as Personal Information as long as it is combined.
- As we believe to be necessary or appropriate: (a) under applicable law; (b) to comply with legal process; (c) to respond to requests from public and government authorities; (d) to enforce our Terms of Service, this policy and other online policies; (e) to secure and protect our Services,

operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; (g) to detect, prevent, or otherwise address fraud or security issues; (h) conduct audits; and (i) to allow us to pursue available remedies or limit the damages or limit the damages that we may sustain. For example, we may process Personal Information to identify any fraudulent, harmful, unauthorized, unethical or illegal activity such as use of another individual's identity, to defend ourselves in litigation or enforce our rights or agreements with others, to complete accounting audits, and to comply with subpoenas and other court orders to process data where we have determined there is a legal requirement for us to do so.

## **How We May Disclose Personal Information**

Your Personal Information may be disclosed:

- To our third-party service providers who provide services such as website hosting, data analysis, payment processing, information technology and related infrastructure provision, customer service, email delivery, credit card processing, auditing, and other similar services, subject to appropriate confidentiality obligations.
- By you, on message boards, chat, profile pages and blogs and other services to which you post information and materials (including, without limitation, our social media accounts). Any information you post or disclose through these services will become public.
- To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings).
- To a public blockchain as part of transactions you may make with us. Please see the Blockchain Notice below under "Choices and Access" for additional details regarding the disclosure of your Personal Information to a public blockchain.
- As we believe to be necessary or appropriate: (a) under applicable law; (b) to comply with legal process; (c) to respond to requests from public and government authorities; (d) to enforce our Terms of Service, this policy and other online policies; (e) to secure and protect our Services, operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; (g) to detect, prevent, or otherwise address fraud or security issues; (h) conduct audits; and to allow us to pursue available remedies or limit the damages that we may sustain.

We won't sell your Personal Information, and we won't exchange, transfer, or disclose it without your consent except as provided in this policy.

## **COOKIES AND SIMILAR TECHNOLOGIES**

We and our third-party service providers may use cookies and other similar technologies as described below and for the purposes of use set forth above. We use this information to ensure that the Services function properly.

- Using cookies: Cookies are small files stored directly on the device you're using. Cookies allow us to collect information such as browser type, time spent on the Services, pages visited, language preferences and other anonymous traffic data.
- Using pixel tags and other similar technologies: Pixel tags (also known as web beacons and clear GIFs) are small, non-recognizable pictures downloaded to your computer when a specific website is loaded.

- **Third-Party Analytics:** We use Google Analytics in connection with the Services to help us analyze the traffic on the Services. Click [here](#) for more information on how Google collects and processes information. You can manage certain aspects of Google’s collection of information from your browser by using this [plugin](#).
- **Physical Location:** We may collect the physical location of your device by, for example, using satellite, cell phone tower or WiFi signals. We may use your device’s physical location to provide you with personalized location-based services and content. We may also share your device’s physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some cases, you may be permitted to allow or deny such uses or sharing of your device’s location, but if you choose to deny such uses or sharing, we and our marketing partners may not be able to provide you with the applicable personalized services and content.

### **THIRD-PARTY SERVICES**

This policy doesn’t address, and we are not responsible for, the privacy, information, or other practices of any third parties, including any third party operating any site or service to which the Services link. The inclusion of a link on the Services doesn’t imply endorsement of the linked site or service by us or by our affiliates. We are not responsible for the collection, usage and disclosure policies and practices (including the data security practices) of other organizations, developers, app providers, social media platform providers, operating system providers, wireless service providers or device manufacturers, including any Personal Information you disclose to other organizations through or in connection with our social media accounts.

### **SECURITY**

We seek to use reasonable organizational, technical, and administrative measures to protect Personal Information within our organization. Unfortunately, no data transmission or storage system can be guaranteed to be completely secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), please immediately notify us of the problem by contacting us in accordance with the “Contacting Us” section below. Please also see the Blockchain Notice below under “Choices and Access” for additional details regarding the protection of your Personal Information.

### **RETENTION OF YOUR INFORMATION**

We keep your Personal Information for no longer than necessary for the purposes for which it is processed. The length of time for which we retain information depends on the purposes for which we collected and used it, requirements of applicable laws, the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure of the information, the resolution of any pending or threatened disputes, and enforcement of our agreements.

When we no longer require the Personal Information, we will either delete or deidentify it or, if this is not possible, securely store it in accordance with this Privacy Policy and cease use of the Personal Information until deletion is possible. If we deidentify your Personal Information (so that it can no longer be associated with you), we may retain this information for longer periods.

## **CHOICES AND ACCESS**

Your choices regarding our use and disclosure of your Personal Information.

We give you many choices regarding our use and disclosure of your Personal Information for marketing purposes. You may opt-out from:

- Receiving electronic communications from us: If you no longer want to receive marketing-related emails from us on a going-forward basis, you may opt-out of receiving these marketing-related emails by clicking on an unsubscribe link at the bottom of an email that you receive from us, or by responding to the emails directly and requesting removal if such a link isn't available. Additionally, you may send a request specifying your communications preferences to [info@strata.gallery](mailto:info@strata.gallery). You can't opt out of receiving transactional emails related to your account with us or our Services, e.g., emails necessary to confirm your payment or emails with important matters related to agreements you have with us (for example agreements to make a purchase or use a Service). Please note that even if you opt out of receiving the foregoing emails, we may still respond to your requests and send you administrative, maintenance and operational emails (for example, in connection with a password reset request).
- Receiving text messages or phone calls from us: Except as we describe in this policy, our Terms of Service or our other terms and conditions, we won't typically communicate with you by text message or phone call unless you provide us with your phone number and we need to contact you for transactional purposes.

We will try to comply with your request(s) as soon as reasonably practicable and otherwise in compliance with applicable laws. Depending on the laws in your location and the nature of your request, we may charge a fee to process your request, which we will notify to you before we fulfill the request if there is a fee.

### **Your Other Personal Information Rights**

You may view, change or delete much of the Personal Information we collect by logging into your profile and going to the "Edit Profile" page. Depending on your location, you may have other rights related to your Personal Information, and if that is the case, you may contact us as provided in the "Contacting Us" section below.

In your request, please make the nature of your request clear and what Personal Information is within the scope of your request. For your protection, we may only implement requests with respect to the Personal Information associated with the email address that you use to send us your request, and we may need to verify your identity before implementing your request. If we need to verify your identity, we will inform you for the information we need to verify your identity. Any such information collected for this purpose will only be used to verify your identity and complete your request. We may not be able to return information you provide in connection with a request, but we will destroy the information in compliance with applicable laws. We will try to comply with your request as soon as reasonably practicable and otherwise in compliance with applicable laws.

We may need to retain certain information as required by law, for recordkeeping purposes, or to complete any transactions that you began before requesting such change or deletion (e.g., when you make a payment, you may not be able to change or delete the Personal Information provided until after the completion of such payment). There may also be residual information that will remain within our

databases and other records, which won't be removed. We may not be able to fulfill your request due to certain exceptions in applicable law or due to legal obligations, and if we are not able to fulfill your request, we will notify you.

Depending on where you live, you may have a right to lodge a complaint with a regulatory authority if you believe we have violated your rights in your Personal Information. But we encourage you to contact us first at [info@strata.gallery](mailto:info@strata.gallery) to give us a chance to address your concerns.

### **Blockchain Notice**

In addition, if you engage in a transaction with us that relates to a public blockchain, we cannot edit, alter, modify, or delete any information that is stored on a public blockchain, for example the Ethereum blockchain, as we do not have custody or control over any public blockchains and the blockchain is immutable (it cannot be changed). The blockchain is a decentralized public ledger that records transactions across large networks of computer systems. We do not control the security of the blockchain or access to the information it contains. The information stored on the blockchain may include purchases, sales, and transfers related to your blockchain address and NFTs held at that address. Blockchains may be open to forensic analysis and the data they contain may be linked or otherwise identified to you and reveal your Personal Information or other private information such as financial details, transactions amounts, and more.

### **HOW WE RESPOND TO DO NOT TRACK SIGNALS**

Some web browsers may allow you to enable a do-not-track feature that alerts the websites you visit that you do not want your online activities to be tracked. We don't respond or take any action with respect to "do not track" signals or other mechanisms that allow consumers to choose regarding the collection of Personal Information about their online activities over time and across third-party websites or online services. Please see above for your choices regarding any tracing we or our third party providers may conduct.

### **USE OF SERVICES BY MINORS**

PLEASE SEE OUR [TERMS OF SERVICE](#) REGARDING THE USE OF THE SERVICES BY MINORS. THE SERVICES AREN'T DIRECTED TO INDIVIDUALS UNDER THE AGE OF 18, AND WE ASK THESE INDIVIDUALS TO REFRAIN FROM PROVIDING PERSONAL INFORMATION THROUGH THE SERVICES. WE DO NOT KNOWINGLY SOLICIT PERSONAL INFORMATION FROM CHILDREN OR MINORS UNDER THE AGE OF 18 OR SEND THEM REQUESTS FOR PERSONAL INFORMATION. IF YOU BELIEVE WE HAVE COLLECTED PERSONAL INFORMATION FROM A PERSON UNDER 18 YEARS OLD WITHOUT THE CONSENT OF THEIR PARENT OR LEGAL GUARDIAN, PLEASE LET US KNOW IMMEDIATELY BY CONTACTING US AS INDICATED IN THIS POLICY AND PROVIDING SUFFICIENT INFORMATION SO WE CAN ACT APPROPRIATELY.

### **CROSS-BORDER TRANSFER**

Your Personal Information may be stored and processed in any country where we have facilities or in which we engage service providers, and by using the Services you consent to the transfer of information to countries outside of your country of residence, including Japan or the United States, which may have different data protection rules than those of your country.



## **INDIVIDUALS LOCATED IN EUROPE, THE UNITED KINGDOM, AND CERTAIN U.S. STATES**

If you are located in the European Economic Area, United Kingdom, or you are a resident of certain states in the United States, please review our Regional Privacy Notice.

## **SENSITIVE INFORMATION**

We ask that you not send us, and you not disclose, any sensitive Personal Information (e.g., social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, or criminal background) on or through the Services or otherwise to us. We do not require any sensitive or special Personal Information to provide any of our Services. If you provide any sensitive or special Personal Information, please contact us so that we may assist you in deleting the information.

## **UPDATES TO THIS POLICY**

We may change this policy. Please look at the “Last Updated” legend at the top of this page to see when this policy was last revised. Any changes to this policy will become effective when we post the revised policy on the Services. Your use of the Services following these changes means that you accept the revised policy.

## **CONTACTING US**

If you have any questions about this policy, please contact us by email at [info@strata.gallery](mailto:info@strata.gallery). Email communication is not always secure, so please don't include credit card information, sensitive, or other special categories of information in your emails or letters to us.

## **Regional Privacy Notice**

This Regional Privacy Notice is provided as a supplement to our Privacy Policy to provide additional information to (1) individuals in the European Union as required under the EU General Data Protection Regulation (GDPR): Regulation (EU) 2016/679 of the European Parliament and to individuals in the United Kingdom as required under the UK GDPR and (2) residents of California, USA, and residents of other states in the USA with similar laws.

This notice includes information such as our purposes for Personal Information processing, the rights you have regarding our processing of your Personal Information, and how to contact us if you have any questions regarding our processing of your Personal Information.

## **European Union and United Kingdom**

Personal Information collected on or about individuals located in the EU and UK is collected on the following legal bases for processing:

- Necessary for Performance of a Contract: If we or our affiliates have entered into a contract with customers, partners, suppliers or other third parties.
- Consent: Where you have provided your consent for us to engage in marketing activities with you, we may need to process your Personal Information.
- Legitimate Interest: We may need to process your Personal Information where we have a legitimate interest in doing so, such as (1) to communicate with you in response to your requests, questions, inquiries, and submissions; (2) to conduct advertising, marketing and

promotional activities in connection with operating our business; (3) for research and development, operation, security and optimization of our Services; and (4) for fraud prevention and know-your-customer obligations.

- Comply with Legal Obligations: Where we are required to comply with laws or legal obligations.

Individuals located in the EU and UK have certain rights related to the processing of their Personal Information in our possession or for which we are otherwise responsible, as set forth below:

- Access: You may request to receive a copy of your Personal Information in machine-readable form.
- Delete: You may request we delete some Personal Information, subject to certain exceptions.
- Correct or Rectify: You may correct or change some Personal Information that we store about you; in particular, to correct inaccurate information.
- Object to or Restrict Processing: You may object to our processing of some Personal Information about you or restrict or limit our use of some Personal Information about you.
- Transfer: You may request, to the extent feasible, the transfer of your Personal Information to another data controller.
- Consent Withdrawal: You may withdraw consents you previously granted to us.
- Automated Decision-Making: You have the right not to be subject to automated decision-making, including profiling, which produces legal effects concerning you or similarly significantly affects you, with certain exceptions. We do not generally engage in such automated decision-making in our Services, and if we do, we comply with applicable legal requirements in connection with such data processing.

Certain other details regarding the processing of Personal Information that individuals located in the EU and UK may be entitled to receive are contained in other provisions of the Privacy Policy.

If you have an account or accounts with us, please visit your account page(s) to review the options available to you to exercise your rights above. Please note that some functionality may not be available, or we may not be able to fulfill your request, depending on our legal obligations. For example, we may not be able to delete or anonymize all data as we may be legally required to retain certain data or retain certain data in identifiable form. If functionality to exercise your rights is not available to you directly, or you have any concerns about how we process your data under the EU or UK GDPR, you may contact us as set forth in our Privacy Policy. Please also see the Blockchain Notice in the Privacy Policy for additional details regarding our ability to fulfill certain of your requests above.

## **Japan**

If you are located in Japan, we will only disclose your Personal Information in the following circumstances:

- With your consent;
- When disclosure is required for outsourcing to a third party within the scope necessary to achieve the purpose of use (as set forth herein and in our Privacy Policy);
- When disclosure is specifically required or authorized by any laws or regulations of Japan, including the following sharing of Personal Information under the specified sharing scheme under the Act on the Protection of Personal Information:
  - Shared Party: Strata, K.K.
  - Purpose of use by the Shared Party: Purposes set forth in How We May Use Personal Information section of our Privacy Policy.

- Shared Personal Information Items: Items set forth in the Personal Information We May Collect section of our Privacy Policy.
- Name, address, and representative of the party responsible for management of Personal Information: Strata, K.K.
- When disclosure is necessary for protecting the life, health, or property of an individual and it is difficult to obtain your consent;
- When disclosure is necessary for improving public health and sanitation, or promoting the sound upbringing of children, and obtaining your consent is difficult; or
- When disclosure is required by public authorities or persons commissioned by public authorities to perform their duties and obtaining your prior consent carries the risk of hindering the performance of those duties (e.g., the disclosure is required by police investigating an unlawful act).

### **California**

California residents may request certain information regarding our disclosure (if any) of Personal Information to third parties for their direct marketing purposes, pursuant to California Civil Code Section 1798.83. To make such a request, please contact us, identify yourself as a California resident and provide sufficient information so we can take appropriate action, such as your name, email address or any additional information required.

## COLLECTOR TERMS

Last update: March 28, 2023

These Collector Terms govern the rights of owners of non-fungible tokens minted on distributed digital ledgers or blockchains (“NFTs”) that contain or correspond to digital artworks (“Artworks”), which NFTs are first made available through the website operated by Strata, K.K. (“Strata”) currently located at <https://www.dendekaden.com/> or <https://www.dendekaden.jp/> or <http://dendekaden.xyz/> (the “Site,” as further defined in the [Terms of Service](#)). Such owners are referred to in these terms as “Collectors.”

If you mint or buy an NFT through the Site, you agree to be bound by these Collector Terms and the Terms of Service, and if you buy or otherwise receive such an NFT from a previous owner, your rights to the NFT and the corresponding Artwork are governed by these Collector Terms and the Terms of Service.

When we say, “Strata,” “we,” “us” or “our,” we mean Strata and its affiliates and its and their employees, officers, directors, shareholders, agents, representatives, licensors (including Artists), partners, suppliers and service providers.

### **1.NFTs vs. Artworks.**

If you mint or buy an NFT through the Site, the blockchain will identify your public blockchain address as the owner of the NFT and you will receive a limited license to the corresponding Artwork as described in these Collector Terms. But other than that license, you do not have any rights in the Artwork, all of which rights remain with and are reserved by us. For ease of reference, we refer to NFTs originally minted on or acquired through the Site as “Site NFTs,” and a Site NFT together with the license rights in the corresponding Artwork as a “Digital Item.”

### **2.License to Artworks.**

#### **2.1 PERMITTED COMMERCIAL USE**

This license agreement (this “Agreement”) sets out the terms relating to the grant of a license in certain intellectual property in DenDekaDen Spirit Key Avatars, which is a collection of 7,777 digital collectable tokens using the ERC-721 token standard, which is more commonly known as non-fungible tokens (“DenDekaDen Spirit Key Avatar NFTs”). DenDekaDen Spirit Key Avatar NFTs have been minted via a smart contract deployed on the Ethereum mainnet blockchain at address 0xD79e4cc964e5a2C1E400fE5a8488C71D9fD9847E (the “Smart Contract”). DenDekaDen Spirit Key Avatar NFTs contain metadata which are associated with digital art created by Strata (as defined below) (the “Artwork”). For the purposes of this Agreement, the “Licensed NFT Artwork” refers to the Artwork (in its entirety) specifically, directly and identifiably associated with the DenDekaDen Spirit Key Avatar NFT owned by you in totality and not any individual component of the Artwork.

This Agreement, which contains legally binding provisions, is initially entered into between you and Strata, K.K. (“Strata,” “Creator,” “we,” “us,” “our” Address: Kuwano Building 2F, 23-4, Jingumae 6-chome, Shibuya-ku, Tokyo, Japan 150-0001)

Purchasing a non-fungible token does not automatically grant you any intellectual property rights or licenses to any artwork depicted by the non-fungible token. Accordingly, only if you are an individual you agree to enter into this Agreement in order to be granted the right to use the Licensed NFT Artwork.

Individuals and entities who subsequently become owners of DenDekaDen Spirit Key Avatar NFTs using a secondary marketplace that supports creator fees automatically enter into this Agreement subject to the verification of ownership of one or more DenDekaDen Spirit Key Avatar NFTs through a process specified by Strata in its sole discretion.

**WHEREAS:**

A. The Smart Contract maintains a record of which digital wallet is the owner of a specific DenDekaDen Spirit Key Avatar NFT. Accordingly, when you purchase a DenDekaDen Spirit Key Avatar NFT on a secondary marketplace or receive a DenDekaDen Spirit Key Avatar NFT by way of a transfer, your ownership of that specific DenDekaDen Spirit Key Avatar NFT is recorded by the Smart Contract. Holding a DenDekaDen Spirit Key Avatar NFT grants you the non-exclusive right to hold, sell, transfer and carry out blockchain transactions involving that DenDekaDen Spirit Key Avatar NFT (“Your DenDekaDen Spirit Key Avatar NFT”).

B. Strata retains absolute ownership of all intellectual property rights, title and interest in the Artwork of the DenDekaDen Spirit Key Avatar NFTs, including but not limited to copyrights, trademarks, goodwill and other intellectual property rights.

C. You are granted a license on the terms set out in this Agreement to use the Licensed NFT Artwork for as long as you own the relevant DenDekaDen Spirit Key Avatar NFT. As between you and Strata, you own all rights, title and interest in and to any modifications, revisions, adaptations or transformations based upon Your DenDekaDen Spirit Key Avatar NFT during the Term (as defined below) (“Derivative Works”), provided that (i) Strata retains the ownership of all intellectual property rights in the Licensed NFT Artwork; or (ii) your use of any Derivative Works during and after the Term is subject to the terms of the License (as defined below).

D. Holding Your DenDekaDen Spirit Key Avatar NFT may provide you with future utility, provided that your enjoyment of any potential future utility will be subject to the terms of this Agreement.

You and Strata agree as follows:

**2.1.1. License.**

2.1.1.1 Subject to the terms of this Agreement and provided that you have acquired Your DenDekaDen Spirit Key Avatar NFT lawfully, Strata hereby grants to you during the Term (as defined below) a non-exclusive, non-transferrable, sublicensable, universe-wide, royalty-free license to use the Licensed NFT Artwork in any and all formats and media, by any and all technologies and means of delivery, for any and all purposes whatsoever, including the commercialization (provided that such commercial use does not result in you earning more than JPY 7,777,777 or its equivalent in any other currency in gross revenue in any seven (7) month period directly or indirectly), reproduction, distribution, preparation of the Derivative Works, public display, and otherwise use and exploit the Licensed NFT Artwork (the “License”). For the avoidance of doubt, the License shall grant you limited commercial use of the Licensed NFT Artwork.

2.1.1.2 If your commercial use of the License would result in you, or any third party acting on your behalf, earning more than more than JPY 7,777,777 or its equivalent in gross revenue from any source in any seven (7) month period directly or indirectly, you must (i) notify Strata whenever you are presented

with any other opportunities to exploit the Licensed NFT Artwork in the same seven (7) month calendar period; and (ii) obtain written consent from Strata to pursue such opportunities. In any event, if you expect that any commercial use of the Licensed NFT Artwork will exceed such threshold, you will as soon as practicable contact Strata at [info@strata.gallery](mailto:info@strata.gallery) to request a discussion regarding the entry into a license agreement for broader commercial use. Your continued entitlement to the License is conditional upon your compliance with this section 2.1.1.2 and any exploitation of the Licensed NFT Artwork in breach of this section 2.1.1.2 shall constitute wilful infringement of Strata's intellectual property rights.

2.1.1.3 You agree to allow Strata to, upon request with reasonable notice, audit your commercial use of Strata IP Rights associated with the Licensed NFT Artwork. In connection with such audit, you agree to carry out all acts and produce all documents as reasonably requested by Strata. Such audit shall be at Strata's own cost and expense.

2.1.1.4 Except as expressly provided herein, ownership of a DenDekaDen Spirit Key Avatar NFT and the License are not separable in any way. You may not engage in any transaction or activity that purports to decouple the License from Your DenDekaDen Spirit Key Avatar NFT.

2.1.1.5 The License is subject to, and conditional upon your continued compliance with, the following restrictions and qualifications:

(a) The License extends only to the Licensed NFT Artwork. Therefore, while the License allows you to create and exploit the Derivative Works, the License does not grant you rights in any individual element (such as the features, attributes, properties, or traits) of Your DenDekaDen Spirit Key Avatar NFT or the Licensed NFT Artwork or a license to exploit any individual element separate and apart from Your DenDekaDen Spirit Key Avatar NFT (such as the features, attributes, properties, traits and other elements of other DenDekaDen Spirit Key Avatar NFTs).

(b) The License does not grant you any rights in or to any trade names, logos, brands or trade marks of Strata or any of its affiliates or its partners ("Creator Brand IP Rights"), all of which are expressly reserved to Strata, its respective affiliates, and its partners. This means that to the extent that the Licensed NFT Artwork contains any Creator Brand IP Rights, you will need to blur or edit out such Creator Brand IP Rights prior to any use of the Licensed NFT Artwork unless you receive additional written permission from Strata. You hereby agree that any Creator Brand IP Rights you purport to acquire, together with any associated goodwill, shall automatically, immediately, and at your expense be assigned to Strata or an affiliate designated by Strata.

(c) The License does not grant you any rights to use the business name of "DenDekaDen Spirit Key Avatar" or any other business name of Strata and its affiliates, all of which are exclusively reserved to Strata, its affiliates, and its partners. The License does not grant you any right to represent yourself as being associated with Strata or any of its affiliates or its partners in any capacity. Specifically, nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between you and Strata, and neither you nor Strata will have authority to contract for or bind the other in any manner whatsoever.

(d) You may not use the Licensed NFT Artwork (i) on any physical or digital tobacco, pharmaceutical or regulated product; (ii) on any physical or digital weapons or other items which may represent or are associated with war (iii) in a manner that expresses hate or prejudice or

encourages violence towards a person or group based on membership in a protected class, such as race, religion, gender, orientation, or disability; or (iv) any manner which would bring Strata into disrepute.

(e) You may not use the Licensed NFT Artwork in a manner that violates any applicable law.

(f) While your right to use the Licensed NFT Artwork under the License is royalty free, you agree to pay a creator fee (otherwise known as a resale royalty) when you buy or sell the DenDekaDen Spirit Key Avatar NFTs. Strata has selected 7.77% as the percentage of creator fees, which is subject to change in the future. We recommend you to review this Terms of Service periodically for any updates. These creator fees are deducted each time a DenDekaDen Spirit Key Avatar NFT is sold on a secondary marketplace that supports such creator fees. You undertake not to transfer your ownership in any of Your DenDekaDen Spirit Key Avatar NFTs in any manner which would purposefully result in you failing to pay Strata fees in full. For the avoidance of doubt, you are not prohibited from gifting Your DenDekaDen Spirit Key Avatar NFTs to another person or making a transfer that is not for the purpose of circumventing the payment of creator fees.

(g) As a continuing condition of receiving the rights under this License, you agree to the collection and payment of creator fee to Strata when you buy and sell the NFT. You agree that you will not use Your DenDekaDen Spirit Key Avatar NFTs and the Licensed NFT Artwork in any way that circumvents the payment of creator fees in the sale of Your DenDekaDen Spirit Key Avatar NFTs. You agree that you will not offer to sell or sell Your DenDekaDen Spirit Key Avatar NFTs on any website, app, intermediary, marketplace, platform, or exchange (collectively, "marketplace") that does not collect or enforce creator fees or that makes creator fees optional or adopts a so-called "zero royalty" approach. You agree that offering to sell or selling Your DenDekaDen Spirit Key Avatar NFTs on a marketplace that does not collect or enforce creator fees or makes creator fees optional, or conducting a sale by any other manner (such as peer-to-peer transactions) that circumvents the payment of creator fees, is not authorized by this License and constitutes a breach of this License. Additionally, if you sell Your DenDekaDen Spirit Key Avatar NFTs on a marketplace that does not collect Strata fees, you agree to pay the amount of creator fees to Strata.

(h) Your obligation to pay creator fees in the sale of Your DenDekaDen Spirit Key Avatar NFTs shall expire when the copyright term to the Artwork expires.

(i) The License does not permit you to (i) mint another non-fungible token using the Licensed NFT Artwork; (ii) use the Licensed NFT Artwork in a manner which competes with Strata; or (iii) in audiovisual media.

(j) All rights not expressly granted in this Agreement are reserved by Strata.

### **2.1.2. Release.**

2.1.2.1 Strata acknowledges that not every owner of a DenDekaDen Spirit Key Avatar NFT will be aware of the need to enter into a license agreement with Strata upon the acquisition of a DenDekaDen Spirit Key Avatar NFT. Accordingly, by entering into this Agreement, Strata hereby releases you from all liability and obligations and irrevocably waives its right to make a claim

against you in respect of any infringement of Creator Brand IP Rights in respect of the Licensed NFT Artwork, subject to the following conditions:

(a) your use of the Licensed NFT Artwork must not have breached any term of this Agreement. In other words, Strata will treat you as if you entered into this Agreement upon you legally acquiring Your DenDekaDen Spirit Key Avatar NFT; and

(b) Strata's release and waiver shall only apply in respect of the period commencing from the date you acquire Your DenDekaDen Spirit Key Avatar NFT lawfully and ending immediately upon your transfer of Your DenDekaDen Spirit Key Avatar NFT to another person.

2.1.2.2 Strata agrees to carry out all such acts to give effect to the release and waiver set out in this Clause 2.1.2. Specifically, if the release set out in Clause 2.1.2 is insufficient under any laws applicable to you, Strata shall execute in your favor a separate document giving effect to the release and waiver.

### **2.1.3. Representations and warranties.**

2.1.3.1 Each party represents and warrants to the other that it has the full right, power, and authority to enter into, perform, and grant the rights and licenses it grants and is required to grant under this Agreement.

2.1.3.2 You hereby represent and warrant to Strata that:

(a) you lawfully acquired Your DenDekaDen Spirit Key Avatar NFT;

(b) you paid Strata fees when acquiring Your DenDekaDen Spirit Key Avatar NFT;

(c) you are the sole and absolute owner of the private keys to the wallet address where Your DenDekaDen Spirit Key Avatar NFT is stored and, to the extent that you co-own such wallet address with any other person(s), that you have the authority to enter into this Agreement on the behalf of such other person(s);

(d) you will not use the Licensed NFT Artwork in any manner that is defamatory, obscene, or otherwise unlawful;

(e) you will not use the Licensed NFT Artwork in any manner that is in contravention of any applicable law, this Agreement or any right of Strata or its affiliates or its partners, suggests sponsorship of or by, or association with, any third party;

(f) you will not use the Licensed NFT Artwork in any manner that is detrimental to Strata or its affiliates or its partners;

(g) you will not carry out any act to sell or otherwise dispose of your ownership of Your DenDekaDen Spirit Key Avatar NFT in a manner which circumvents the requirement to pay Strata fees; and



(h) you are not, and will not, knowingly execute a transaction involving a DenDekaDen Spirit Key Avatar NFT or the Licensed NFT Artwork with any person who is: (i) subject to sanctions or designated on any list of prohibited or restricted parties, including lists maintained by the Japanese Government, the U.S. Government, the European Union or its member states, the U.N. Security Council, or any other applicable government authority; or (ii) located in any country to which Japan or the United States has embargoed goods or against which Japan or the United States has applied sanctions.

#### **2.1.4. Indemnification, Disclaimers and Limitations of Liability.**

2.1.4.1 You will have an obligation to cover all of Strata's costs arising from any material breach of this Agreement by you.

2.1.4.2 As a separate obligation to that in Clause 2.1.4.1, you will defend, indemnify, and hold Strata, its licensors, affiliates, representatives, and service providers, and each of them, and all of their respective officers, directors, employees, partners, and agents (the "Indemnified Parties") harmless from and against any and all claims, damages, losses, investigations, liabilities, judgments, fines, penalties, settlements, interest, and other similar results or occurrences (including attorneys' fees) that directly or indirectly arise from, or are related to or in connection with, any claim, suit, action, demand, or proceeding or other similar occurrence, process, or activity that is initiated, made, brought, or financed by a third party (including any person who accesses or transacts using any DenDekaDen Spirit Key Avatar NFTs or artwork associated with DenDekaDen Spirit Key Avatar, whether or not such person personally purchased a DenDekaDen Spirit Key Avatar NFT) against the Indemnified Parties, or on account of the investigation, defense, or settlement thereof, arising out of related to, or in connection with: (a) your access to or use of any NFT marketplace or third-party services or products; (b) your breach or alleged breach of this Agreement; (c) your exercise or attempted exercise of the License; or (d) your actual or alleged violation of applicable law. Counsel to be used in the defense of such claim must be approved by Strata in writing prior to retention of such counsel and, upon our request, you will allow us to participate in the defense of any such claims. You will not enter into any settlement or compromise of any claim or litigation or that includes an admission of liability without Strata's prior written consent.

2.1.4.3 Each DenDekaDen Spirit Key Avatar NFT is an intangible digital asset that exists only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of ownership that might occur in any unique digital asset occurs on the decentralized ledger within the Ethereum blockchain, which Strata does not control.

2.1.4.4 Strata will not be responsible or liable to owner for any loss in connection with any DenDekaDen Spirit Key Avatar NFT or the Licensed NFT Artwork and takes no responsibility for, and will not be liable to owner for, any use of or inability to use any DenDekaDen Spirit Key Avatar NFT or the Licensed NFT Artwork for any reason.

2.1.4.5 There are numerous risks associated with blockchain technology and the DenDekaDen Spirit Key Avatar NFTs. You should familiarize yourself with these risks and agree to assume these risks by owning a DenDekaDen Spirit Key Avatar NFT.

2.1.4.6 To the maximum extent permitted by law, no Indemnified Party will be liable for any incidental, special, exemplary, or consequential damages, or damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage, or system failure, or the cost of substitute services of any kind arising out of or in connection with these terms or from the use of or inability to use or interact with any DenDekaDen Spirit Key Avatar NFT or the Licensed NFT Artwork, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Strata or its service providers have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Notwithstanding the foregoing, in no event will any Indemnified Party's cumulative liability hereunder from all causes of action and all theories of liability exceed the price paid for Your DenDekaDen Spirit Key Avatar NFTs.

### **2.1.5. Term and Termination.**

2.1.5.1 This Agreement is effective commencing from the date that you enter into this Agreement and shall automatically expire immediately after your disposal (including by way of sale or transfer) of Your DenDekaDen Spirit Key Avatar NFT (as recorded by the Smart Contract) ("Term").

2.1.5.2 Upon the termination or expiration of this Agreement: (a) if you have complied with the conditions of the License, including the obligation to the payment of creator royalties, the subsequent acquirer of Your DenDekaDen Spirit Key Avatar NFT shall receive the same rights under this Agreement to the extent permitted under applicable law; (b) if you have not complied with the conditions of the License, all rights licensed under this Agreement will revert to Strata and you will be prohibited from any further use of the Licensed NFT Artwork, (c) you may retain any tangible property using the Licensed NFT Artwork for personal use only; and (d) all sublicenses that have been granted by you shall automatically and immediately terminate. If, during the Term, you create and make available to the public a Derivative Work, you may continue to use and exploit that Derivative Work in accordance with this Agreement after the Term; provided however that: (i) you will be responsible for any obligations or liabilities arising from your continued use of the Derivative Work after the Term; and (ii) this privilege does not allow you to use the Licensed NFT Artwork to create any new works or materials after the Term.

### **2.1.6. Non-Compliance with this Agreement.**

6.1 If you materially breach any term of this Agreement, or if Strata discovers that you acquired Your DenDekaDen Spirit Key Avatar NFT(s) unlawfully or you acquired Your DenDekaDen Spirit Key Avatar NFT(s) and failed to pay creator fees, Strata may seek appropriate measures and remedies, including but not limited to any one or more of the following:

(a) terminating this Agreement with immediate effect, provided that Strata may allow you to cure such breach within a specified timeframe;

(b) restricting you from enjoying or participating in any future benefit or gathering of the community for Your DenDekaDen Spirit Key Avatar NFTs (including, without limitation, airdrops and events conducted for the community), although, for the avoidance of doubt, Strata has no obligation to provide any future benefit or gathering to the community or you;

(c) requiring a marketplace to remove or disable access to the infringing uses of the Licensed NFT Artwork displayed on a marketplace, platform or other Internet service provider by way of a Digital Millennium Copyright Act notice or a takedown notice in accordance with applicable copyright or other laws.

#### **2.1.7. Miscellaneous.**

2.1.7.1 Recognized Blockchain. The License applies only to the DenDekaDen Spirit Key Avatar NFTs on the blockchain that Strata, in its sole discretion, may designate, which designation shall apply retroactively. Thus, for example, if a fork or other event purports to result in duplicate DenDekaDen Spirit Key Avatar NFTs, only the DenDekaDen Spirit Key Avatar NFTs recorded on the blockchain designated by Strata will be eligible to receive the benefit of the License. Any license purportedly granted hereunder to the owner of a non-fungible token recorded on a blockchain not designated by Strata is *void ab initio*.

2.1.7.2 Assignment. This Agreement is personal to you. Unless otherwise provided in this Agreement, you may not assign or otherwise transfer any of its rights, delegate, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Clause is void. Strata may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

2.1.7.3 Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

2.1.7.4 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of Japan without regard to any conflicts of law principles that would result in the application of the law of another jurisdiction.

2.1.7.5 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement whether under contract, tort, statute or any other legal theory, or the breach, termination or invalidity of this Agreement, shall be finally settled by binding arbitration ("Arbitration") administered by the Japan Commercial Arbitration Association and conducted in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association then in force before one or more arbitrators appointed in accordance with such rules. The place of arbitration shall be Tokyo, Japan. The Arbitration proceedings shall be confidential and in Japanese. The award rendered by the arbitrator(s) shall be final and binding on all parties. Judgment on the award may be entered in any court of competent jurisdiction. Any Arbitration brought in connection with this Agreement will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in

any other proceeding in which either party acts or proposes to act in a representative capacity. No Arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. To the extent allowed under applicable law, you and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account if we are a party to the proceeding. You are giving up your right to participate as a class representative or class member on any class claim you may have against us, including any right to class arbitration or any consolidation of individual arbitrations.

2.1.7.6 Entire Agreement, Severance. This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

2.1.7.7 Amendment. Any amendments of this Agreement must be submitted to all holders of the DenDekaDen Spirit Key Avatar NFTs.

## **2.2 PERSONAL USE**

### **2.1.1. License.**

2.2.1.1 Subject to and conditioned upon your compliance with these Collector Terms, for as long as you own a Site NFT which is not included in the PERMITTED COMMERCIAL USE LICENSE AGREEMENT, we grant you a limited, personal, non-exclusive, non-sublicensable, non-assignable (except pursuant to your transfer of the Site NFT), worldwide license to display and perform the corresponding Artwork uniquely identified by the Site NFT, solely and exclusively for personal, non-commercial use. We grant you no other rights, whether express or implied, with respect to any Digital Item (in whole or in part), all of which we reserve. In particular, you receive no rights under any patent, trademark, trade secret or other intellectual property or proprietary right. This is true even if your exercise of any rights granted herein would be prevented, frustrated or impaired without such a license.

### **2.2.2.Restrictions.**

You may not modify or prepare any derivative work based upon any Digital Item, or commercialize any Digital Item, in whole or in part, or anything including or embodying it. Your license doesn't permit you to, and you won't, and you won't authorize, permit or assist any third party to:

- a) exercise any of the rights granted herein in any way that results in direct or indirect compensation, financial benefit or commercial gain of any kind to you or any third party;
- b) delete, remove or obscure any trademark notice, copyright notice or other proprietary rights notice on or in any Digital Item;
- c) register or attempt to register any trademark or copyright or otherwise acquire intellectual property rights in or to any Artwork;

- d) exercise any of the rights granted herein to create, endorse, support, promote or condone any content, material or speech that is defamatory, obscene, pornographic, indecent, abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory or otherwise objectionable or inappropriate as we determine in our sole discretion;
- e) use any Digital Item, in whole or in part, except as expressly authorized in these Collector Terms, or exercise any of the rights granted herein in any manner that violates applicable laws or regulations; or
- f) use any Digital Item, in whole or in part, in connection with any product, service, business, lobbying effort, political campaign, or message, or in any manner that could suggest or imply our sponsorship, affiliation or endorsement of any product, service, business, lobbying effort, political campaign, or message, or in any manner that is likely to cause confusion or dilute, blur or tarnish our rights in the Digital Item. Any use of a Digital Item, including any goodwill generated by such use, will inure to our benefit.

### **2.2.3.Other Prohibitions.**

You won't (a) create, offer for sale, or sell fractionalized interests in any Digital Item, (b) separate, unlink, or decouple any Artwork from the corresponding Site NFT, or (c) use any Digital Item to create, offer for sale, advertise, promote, or sell anything, including any other NFT.

### **2.2.4.Transferring Digital Items.**

Unless you are otherwise prohibited from doing so, you may transfer a Site NFT together with the license to its corresponding Artwork to a third party, provided that:

- a) before making the transfer, you provide written notice to the intended transferee (i) of these Collector Terms and (ii) that their exercise of rights in the Digital Item are and will remain subject to and conditioned upon these Collector Terms (which notice may be provided in the sales listing for the Digital Item);
- b) you make the transfer on a platform that (i) verifies that the blockchain identifies your public blockchain address as the owner of the corresponding Site NFT and (ii) conforms to the highest industry standards and customs regarding royalty collection and payment;
- c) the transfer complies with applicable laws and regulations, and with the terms of the platform on which you effect the transfer; and
- d) you pay (or cause to be paid) the applicable royalty in accordance with Section 2.2.5 below.

### **2.2.5.Royalty.**

When you transfer any Digital Item, you shall pay us (or cause to be paid to us) a royalty, specified by Strata, equal to the amount paid by the transferee (without deductions of any kind) multiplied by 10% for all DenDekaDen Omikuji NFTs and 7.77% for all DenDekaDen Spirit Key NFTS. These percentages are subject to change in the future. Therefore, we recommend you to review this Terms of Service periodically for any updates. The platform on which you make the transfer may automatically collect and pay us the royalty, which payment would fulfill your obligation to pay the applicable royalty. You shall pay all fees (e.g., "gas," platform fees) and taxes (other than taxes on our net income) associated with the transfer and won't deduct any such amounts from the applicable royalty. You shall pay all such amounts to an account or blockchain address that Strata designates, either in ETH or other cryptocurrency acceptable to Strata. IF YOU OBTAIN A DIGITAL ITEM FROM A THIRD PARTY WHO HAS NOT PAID THE

ROYALTY DUE IN CONNECTION WITH SUCH TRANSFER, YOU OBTAIN NO LICENSE TO CORRESPONDING ARTWORK (AND FOR CLARITY, THE LICENSE IN SECTION 2 ABOVE DOES NOT APPLY TO YOU WITH RESPECT TO THE CORRESPONDING ARTWORK) UNLESS AND UNTIL YOU HAVE PAID US (OR CAUSED TO BE PAID TO US) SUCH ROYALTY.

### **3. Digital Items Are Not Securities.**

SITE NFTS, ARTWORKS AND DIGITAL ASSETS ARE INTENDED FOR YOUR ENJOYMENT. YOU SHOULD NOT PURCHASE THEM WITH AN EXPECTATION OF PROFIT, AND WE WILL HAVE NO OBLIGATION TO TAKE ANY ACTION OR MAKE ANY EFFORTS TO CREATE OR ENHANCE THEIR VALUE.

### **4. Collector Perks.**

Although we have no obligation to do so, we may, or we may authorize third parties to, occasionally make additional content, physical items or other benefits available to the owners of Site NFTs (“Collector Perks”). It’s up to you to stay informed about Collector Perks (e.g., by visiting the Site or other social media accounts) and, if necessary, take any steps to request or collect Collector Perks, which may include verification of your ownership of the applicable Site NFTs). We will provide any terms for Collector Perks in an appropriate location related to the Collector Perk. Unless those terms provide otherwise, any works we provide as Collector Perks are subject to these Collector Terms as if they were Digital Items. You will have no license rights to any physical items that we make available as Collector Perks unless we expressly provide otherwise when we make them available. None of us or any third party will have any responsibility or liability for, arising out of, or relating to any Collector Perk.

### **5. Termination.**

If you breach these Collector Terms, the Terms of Service, or any other policies posted on the Site, your rights to any Digital Items, including the rights to display and perform corresponding Artworks, will immediately terminate without notice. Strata may reinstate your rights by providing you with written notice of such reinstatement if Strata, in its sole discretion, (a) concludes that you have cured the breach (if capable of cure), or (b) waives the breach. Strata may disable functionality for the affected Digital Items on the Site and on third-party sites, apps, platforms, and services, including by prohibiting third-party sites, apps, platforms, and services from retrieving or displaying any corresponding Artwork, and take other steps to prevent unauthorized use of Digital Items. We won’t have any obligation or liability to you for taking such actions, and you won’t interfere or attempt to interfere with them.

### **6. Entire Agreement.**

These Collector Terms, together with the Site’s Terms of Service, Privacy Policy and all other policies posted on or referred to on the Site, constitute the entire agreement between you and us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

INDICATION BASED ON THE SPECIFIED COMMERCIAL TRANSACTION ACT

**Business Operator**

Strata, K.K.

**Location**

Kuwano Building 2F, 23-4, Jingumae 6-chome, Shibuya-ku, Tokyo, Japan 150-0001

**Contact information**

info@strata.gallery

**Sales Price / Considerations**

Price displayed on the purchase screen on a case-by-case basis for each target NFT (Non-Fungible Token) and other digital contents. Consumption tax is included in the displayed price.

**Fees Required Other than Sales Price/Consideration**

- Gas fees (referring to ETH and other crypto-asset-based fees required for using a blockchain which will be collected by the blockchain system): The actual price will differ depending on the timing of the transaction.
- Costs related to the equipment, Internet access fees, packet communication fees, and communication fees of telecommunications lines required for using the services provided by us shall be paid by customers.
- Secondary distribution of NFTs are subject to royalty fees.

**Timing of Delivery of Goods/Timing of Provision of Services**

We will immediately deliver goods or provide services after the purchase procedures are completed; provided, however, that the timing may differ depending on the method or site of purchase. Please confirm the purchase screen on a case-by-case basis.

**Method of Payment**

Cryptocurrency

**Return of Goods and Exchange of Goods**

In light of the nature of this Service, we cannot accept any cancellation, return of goods or exchange of goods after the purchase procedures are completed.

This Site and its contents ©2022 Strata, K.K. All Artworks ©2022 Strata or such other Artists as indicated on the Site. All rights reserved by Strata, K.K. and each Artist.