

GENERATIVE GOODS INC. **TERMS AND CONDITIONS**

EFFECTIVE DATE: January 31, 2025

Generative Goods, Inc., a Delaware corporation (“We” or “**Generative Goods**”) is the operator of the website located at www.generativegoods.com (the “**Website**”). This Agreement governs your use of the Website and your purchase of any products from Generative Goods (the “**Products**”). The Website and Products are offered subject to your acceptance of these Terms and Conditions (“**Terms**” or “**Agreement**”). These Terms constitute a legally binding agreement between you and Generative Goods, and you should read them carefully. By agreeing to these Terms, you also agree to the Generative Goods Privacy Policy, each of which is expressly incorporated by reference herein.

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW OR IF YOU OPT-OUT. YOU MUST REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING, USING, OR BUYING ANY PRODUCT THROUGH THE WEBSITE.

User Obligations

By downloading, accessing or using the Website, you represent that you are at least eighteen (18) years old or the legal age of majority, whichever is greater, and you are agreeing to these Terms. You also agree to abide by all applicable local, state, and national laws and regulations with respect to your use of the Website. You further represent you shall at all times provide true, accurate, current, and complete information (and updates thereto) when submitting information to Generative Goods through the Website. You shall only use the Website as permitted by this Agreement, and you shall not use the Website or the Content for any commercial, political, obscene, illegal, or inappropriate purpose. Generative Goods reserves the right, in its sole discretion, to terminate your access to the Website for any or no reason. If you register for an account on the Website (“**Account**”), you may be required to designate an email address and password, and there may be additional requirements as designated by Generative Goods from time to time. You agree to assume all responsibility concerning your use of the Website, including all activity occurring through your password (and related account access). You shall immediately notify Generative Goods if you suspect or become aware of any loss, theft, or unauthorized use of your password. Additionally, it is your responsibility to provide accurate, current and complete information about yourself, as well as the maintenance of the security of your password and account. You agree to notify us immediately if you discover or otherwise suspect any unauthorized access or security breaches related to the Website on your Account. Notwithstanding the foregoing, Generative Goods reserves the right to close, block, cancel or otherwise terminate any Account created on the Website, at any time.

Purchases through the Website

All purchases made through the Website are subject to our acceptance. This means that we may refuse to accept or may cancel any transaction, in our sole discretion, and without liability to you or any third party. The Website does not permit orders from dealers, wholesalers, or other customers who intend to resell items offered on the Website. Generative Goods expressly conditions its acceptance of your order on your agreement to these Terms, and to all additional terms and conditions that are provided to you on the Website that govern your purchase of certain Products. By ordering Products through the Website, you agree to provide true, accurate, current, and complete information. Generative Goods reserves the right without prior notice to discontinue or change specifications and prices on Products offered on and outside of the site without incurring any obligation to you. Prices and availability are subject to change without prior notice, and Generative Goods reserves the right to revoke any offer to correct any errors, inaccuracies, or omissions.

Website Ownership and Content

The Website contains materials including, but not limited to, text, images, designs, photographs, videos, audio clips, graphics, button icons, pictures, advertising copy, URLs, technology, software, and the overall arrangement or “look and feel” of such materials including copyrightable material, as well as trademarks, logos, and service marks that

belong to either Generative Goods, its licensors, licensees or other third parties (collectively the “**Content**”). The Website and the Content are owned, licensed, or controlled by Generative Goods, its licensors, and certain other third parties, and all right, title, interest in and to the Content and the Website are the property of Generative Goods, its licensors, or certain other third parties and are protected by United States and international copyright, trademark, trade dress, patent or other intellectual property rights and laws to the fullest extent possible. By using the Website, you will not obtain any ownership or intellectual property or other interest in any item or content on the Website. Subject to your agreement and compliance with this Agreement, Generative Goods grants you a limited, non-exclusive, non-transferrable, non-assignable, revocable license to access, display, view, and use the Content on the Website for your own personal, non-commercial use only. You agree that Generative Goods may immediately and without notice to you, suspend or terminate the availability of the Website, its Content, or the Products without any liability to you or any third party.

Rewards Programs

Generative Goods may, from time to time, make rewards programs available to its customers, based on a variety of different criteria. The terms by which you engage with any such program shall be subject to terms made available to the general public, in addition to these Terms.

Rewards Generally. These provisions related to rewards apply to any access and participation in the Generative Goods rewards programs, including the Mint Club rewards program (hereafter the “**Rewards**”). The terms governing Rewards do not otherwise later the terms or conditions of any other agreement you may have with Generative Goods for other products and services, or the terms and conditions of any other programs offered by Generative Goods, outside of the context of the Generative Goods rewards.

Eligibility. Rewards are open to legal residents of the United States of America, Canada, Mexico and the European Union, who are 16 years of age or older. Rewards and any other earned loyalty benefits are intended for personal use only. Commercial use is prohibited. The Generative Goods rewards are not target toward or intended for use by anyone under the age of 16. If you are under the age of 18, you pay participate in these rewards only with the permission and under the supervision of a parent or legal guardian.

Mint Club. Once you purchase a minimum of \$250 USD on the Website, using your Account, you will automatically be eligible to receive a pass to mint (a) One Logo Mint every day; (b) One Far West Mint every two weeks; and (c) One Micro¹ Mint every month. Rewards are not cumulative and do not accrue. Each mint must be claimed utilizing your Generative Goods account by going to the project page, and minting from each project. Please note that mints for each project are claimed on a first come first serve basis, and are available in limited quantities. Once all mints are claimed, the project will not replenish and will close, unless otherwise specified by the project page details. Once quantities have been depleted for a project, you may not exchange your pass a different mint pass, and no refunds will be issued. Additionally, no mint may be returned or exchanged. Generative Goods reserves the right to add, or to close any project, including those included in Mint Club, at any time, for any reason, without notice.

User-Generated Content

By submitting or posting any materials or content on the Site (“**User-Generated Content**”), you grant to Generative Goods a perpetual, irrevocable, royalty-free, worldwide, royalty-free, sub-licensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, and sublicense such materials or any parts of such materials. You hereby represent, warrant and covenant that any User-Generated Content you provide does not violate any law or the rights of any third party, and you have full right to grant Generative Goods the license specified above. Generative Goods shall be entitled to use any User-Generated Content without incurring obligations of confidentiality, attribution or compensation to you.

LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES. EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, THE WEBSITE, AND ALL CONTENT, PRODUCTS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THIS WEBSITE ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY

OR ACCURACY. GENERATIVE GOODS DOES NOT WARRANT THAT: (1) THE INFORMATION ON THE WEBSITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THE WEBSITE APP WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL GENERATIVE GOODS OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER ANY CAUSE OF ACTION WHATSOEVER INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE, FOR ANY CLAIM, CAUSE OF ACTION, FEE, EXPENSE, COST, OR LOSS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY POLICY, THE PRODUCTS, OR YOUR USE OF THE WEBSITE OR ANY PRODUCTS.

Dispute Resolution & Arbitration Agreement

Dispute Resolution. Please read the arbitration agreement in this section (“**Arbitration Agreement**”) carefully. It contains procedures for **MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER**.

a. **Applicability of Arbitration Agreement.** You agree that all claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms, or the use of any Service provided by Generative Goods, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Generative Goods, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.

b. **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice describing the nature and basis of the claim or dispute and the requested relief (“**Notice of Dispute**”). A Notice of Dispute to Generative Goods should be sent to: legal@generativegoods.com. After the Notice of Dispute is received, you and Generative Goods may attempt to resolve the claim or dispute informally. If you and Generative Goods do not resolve the claim or dispute within thirty (30) days after the Notice of Dispute is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

c. **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Generative Goods made to you prior to the initiation of arbitration, Generative Goods will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

d. **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner

shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

e. **Time Limits.** If you or Generative Goods pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

f. **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Generative Goods, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement; and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable; and shall also have the authority to grant motions dispositive of all or part of any claim. The exceptions to the preceding sentence are (1) all disputes arising out of or relating to the class action waiver, including any claim that all or part of the class action waiver is unenforceable, illegal, void or voidable, or such class action waiver has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) all disputes arising out of or relating to the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (3) all disputes arising out of or relating to whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Generative Goods. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

g. **Waiver of Jury Trial.** **THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY,** instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Generative Goods in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND GENERATIVE GOODS WAIVE ALL RIGHTS TO A JURY TRIAL,** instead electing that the dispute be resolved by a judge.

h. **Waiver of Class or Consolidated Actions.** **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.** If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the federal or state court located in **TEXAS.** All other claims shall be arbitrated.

i. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

j. **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect.

k. **Right to Opt Out.** You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to: **legal@generativegoods.com.** Such notice must be given within 30 days after first becoming subject to a version of these Terms containing an arbitration provision. Your notice must include your name

and address, your Digital Wallet, the email address you used to interact with the Service, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of arbitration, all other parts of these Terms will continue to apply to you. Opting out of arbitration has no effect on any other arbitration agreements that you may currently have, or may enter into in the future, with us.

l. **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

m. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Generative Goods.

n. **Small Claims Court.** Notwithstanding the foregoing, either you or Generative Goods may bring an individual action in small claims court.

o. **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

p. **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

q. **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Houston, Texas for such purpose.

Links to Third Party Websites

The Website may include links to third-party websites, such as links from advertisers, sponsors, content partners, and third parties. The inclusion of any link on the Website does not imply our endorsement of it, and Generative Goods expressly disclaims any responsibility for the content, the materials, the accuracy of the information, or the quality of the products or services provided by, available through, or advertised on these third-party websites.

Privacy

You understand, acknowledge, and agree that the operation of certain portions of this Website or the receipt of certain information, such as registering or creating an account on this Website, requires the submission, use, and dissemination of certain personally identifiable information. Please note that by providing your information to the Website, you are providing Generative Goods your electronic signature expressly consenting to be contacted by telephone (including by automated dialing systems, prerecorded messages, SMS and MMS) at the number provided, even if the number you provide is on a corporate, state, or national Do Not Call list. You understand that your consent is not required to make a purchase. For a summary of Generative Goods' s information collection and use, please see Generative Goods' s Privacy Policy, which is incorporated herein by reference.

Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "PLACE MY ORDER", "I ACCEPT", ANY LINK THROUGH WHICH YOU SUBMIT BILLING OR SHIPPING INFORMATION, or such similar links as may be designated by Generative Goods to accept these terms and conditions, you are submitting a legally binding electronic signature and entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act"), YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS

AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR PRODUCTS OFFERED BY GENERATIVE GOODS. Further, you waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non- electronic records, or to payments or the granting of credits by other than electronic means.

California Proposition 65

We make this warning as a result of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, which requires us to inform citizens in California about exposures to certain chemicals. **WARNING:** Products sold on this site may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

Miscellaneous

This Agreement constitutes the entire agreement between you and Generative Goods and supersedes any prior version of this Agreement and Generative Goods. If any provision of this Agreement is found by the arbitrator or (if proper) a court of competent jurisdiction to be invalid, the remaining provisions shall not be affected thereby and shall continue in full force and effect, and such provision may be modified or severed from this Agreement to the extent necessary to make such provision enforceable and consistent with the remainder of this Agreement.

Contact Us – If you have any questions about these Terms of Use, the Products, or the Website, email us at legal@generativegoods.com.