

Terms and Conditions of the RaidParty NFT Listing
Version 1.0
January 27, 2022

1. Notice

- 1.1. **THIS DOCUMENT, THE METADROP SITE TERMS AND THE METADROP SALE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY.**
- 1.2. **THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**
- 1.3. **BY PLACING A BID FOR NON-FUNGIBLE TOKENS FROM THIS LISTING, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**
- 1.4. **YOU MAY NOT BID FOR OR OBTAIN NON-FUNGIBLE TOKENS FROM THIS LISTING IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH MAGE COLLECTIVE LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**
- 1.5. These terms and conditions (these "**Listing Terms**") apply to the purchase and sale of non-fungible tokens ("**NFTs**") through our Listing on the Site. These Listing Terms are subject to change by Mage Collective LLC., a limited liability corporation incorporated in the state of Delaware with its registered address at 651 N Broad Street, Suite 206, Middletown, DE 23322 (referred to as the "**Seller**", "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Listing Terms will be posted on this Listing, and you should review these Listing Terms before purchasing any product or services that are available through this Listing on the Site. Your continued use of this Listing after a posted change in these Listing Terms or the Terms of the Site will constitute your acceptance of and agreement to such changes.
- 1.6. These Listing Terms are an integral part of the Terms of the Site and this Listing that apply generally to the use of our Listing and the Site. You should also carefully review the Terms of the Site and the Site's Privacy Policy before placing an order for NFTs through this Listing.
- 1.7. Terms used but not defined in this document have the meaning they are given in the general terms and conditions of the Metadrop website, which are made available to you separately.

2. General Structure and Rules of Auction

- 2.1. The sale of NFTs through the RaidParty NFT Listing shall be conducted through an auction which shall be effected as a smart contract on the Ethereum blockchain.
- 2.2. The RaidParty NFT Listing on Metadrop shall last for a period of 24 hours, from January 28, 2022 through January 29, 2022 ("**Sale Period**"). The auction shall feature 1,111 RaidParty NFTs.
- 2.3. The Sale Period is scheduled to commence on or around 2:30pm EST on January 28, 2022, and is scheduled to end at a random time within the one hour period commencing at 8pm and expiring at 2:30pm EST on January 29, 2022.
- 2.4. Any NFTs which are made available for bidding but not sold during the Sale Period ("**Reserved NFTs**") shall not be made available for bidding outside of the Sale Period. It is currently anticipated that Reserved NFTs will be made available for purchase in a special sale on a later date.
- 2.5. Participants are required to specify the quantity of NFTs they are bidding for in the auction (the "**Bid Quantity**"), and the price that they wish to pay for each NFT (the "**Unit Price**"). In order to make a valid bid, Participants are required to transfer the full value of the bid, being the Bid Quantity multiplied by the Unit Price (the "**Total Bid**"), to the Ethereum smart contract specified by the Seller. Participants are required to bear any gas fees in order to effect the transfer of the Total Bid to the Ethereum smart contract specified by the Seller.
- 2.6. Participants are required to make a minimum Unit Price bid of the higher of (i) 0.2 ETH or (ii) the Floor Price (defined below) for each NFT.
- 2.7. The auction shall be conducted English-style, which means that successful bids will be selected in order of preference of the following:
 - 2.7.1. Unit Price. To illustrate, for the 1,111 NFTs being offered during the Sale Period, the 1,111 highest Unit Prices bid will be successful bids.
 - 2.7.2. First come first served. To illustrate, if Participant A and B have each made a bid for 30 NFTs at the same Unit Price, but Participant A made his bid 5 seconds before Participant B, and there are only 20 NFTs left in the Sale Period for allocation, then Participant A shall have made successful bids in respect of 20 NFTs and unsuccessful bids in respect of 10 NFTs, while Participant B would have made unsuccessful bids in respect of 30 NFTs.
- 2.8. If all or any portion of a Total Bid that was transferred to the Smart Contract is unsuccessful at the conclusion of the Sale Period (such portion being an "**Unsuccessful Bid**"), the Unsuccessful Bid will be returned to the Participant's wallet as soon as reasonably practicable following 3 Business Days following the conclusion of the Sale Period. The Seller reserves the right to deduct a reasonable portion of the Unsuccessful Bid to pay any transfer fees (including gas fees) required to return such Unsuccessful Bid to a Participant.

- 2.9. The current lowest Unit Price bid required to successfully obtain an NFT from the auction (each being a **"Floor Price"**) shall be listed on the Listing page on the Site and be updated from time to time.
- 2.10. A Participant may choose to increase the Unit Price of their bid at any time during the Sale Period, by either (i) directly increasing the Unit Price of their bid by a minimum of 0.01 ETH per NFT (or, if the Unit Price in such Participant's current bid is lower than the Floor Price, by an amount which causes the Unit Price of their updated bid to exceed the Floor Price by a minimum of 0.01ETH per NFT), or (ii) indirectly increasing the Unit Price of their bid by decreasing the number of NFTs they are bidding for.
- 2.11. Participants will not be offered a choice of specific NFTs to bid for within the auction. Instead, Participants agree and acknowledge that the Seller's smart contract has been programmed to allocate NFTs to Participants who have made successful bids on a random basis, and that the Seller has no discretion over the NFT allocation process. The Seller will distribute the allocated NFTs to successful Participants as soon as reasonably practicable following 3 Business Days following the conclusion of the Sale Period.

3. Delivery, Title and Risk of Loss

- 3.1. BY MAKING A BID, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE PROPERLY CONFIGURED THE ADDRESS OR SMART CONTRACT THAT YOU HAVE SUBMITTED A BID FROM (**"YOUR ADDRESS"**), SUCH THAT YOUR ADDRESS IS ABLE TO RECEIVE NFTs (IN THE EVENT THAT YOUR BID IS SUCCESSFUL) OR ETH REFUNDS (IN THE EVENT THAT YOUR BID IS NOT SUCCESSFUL) FROM THE SELLER'S SMART CONTRACT. YOU AGREE AND ACKNOWLEDGE THAT NON-DELIVERY TO YOUR ADDRESS AS A RESULT OF A REJECTION OR REVERSION FROM YOUR ADDRESS IS SOLELY WITHIN YOUR CONTROL, AND THEREFORE YOU AGREE TO FULLY RELEASE THE SELLER FROM ANY LIABILITY OR LOSS THAT MAY RESULT FROM ANY NON-DELIVERY TO YOUR ADDRESS THAT IS CAUSED BY A REJECTION OR REVERSION FROM YOUR ADDRESS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE SELLER MAY RETAIN ANY PROCEEDS FROM YOUR SUCCESSFUL OR UNSUCCESSFUL BIDS IF YOUR ADDRESS IS UNABLE TO RECEIVE TRANSFERS FROM THE SELLER'S SMART CONTRACT.
- 3.2. The Seller will be responsible for arranging transfer of the NFTs to you. NFTs will be distributed to the wallet from which a Participant originally placed its successful bid. The Seller will pay all transfer charges incurred for the transfer of the NFTs to successful Participants.
- 3.3. Title and risk of loss of the NFT pass to you upon transfer of the NFT from the Seller to a successful Participant's wallet on the Ethereum blockchain.

4. Returns and Refunds

No returns and refunds shall be made in respect of successful bids for NFTs.

5. Transfer of artistic work associated with an NFT

5.1. Each NFT has an artistic work associated with it (the “**Artwork**”). Subject to Clause 5.2. below, to the fullest extent possible under applicable law, in consideration of a Participant’s payment of the Unit Price in respect of a successful bid in relation to an NFT to the Seller, the Seller hereby provides to the successful bidder of each NFT an unlimited worldwide royalty-free license in respect of:

5.1.1.the entire copyright, all other rights in the nature of copyright subsisting in the corresponding Artwork; and

5.1.2.any database right subsisting in the corresponding Artwork, for as long as the successful bidder remains the owner of the relevant NFT.

5.2. The Seller reserves the right to immediately revoke the licenses in respect of the NFTs without further notice to any party provided it simultaneously arranges for the copyright and all other intellectual property rights in respect of the Artwork to be transferred, absolutely or beneficially to the owner of the NFT via a structure which ensures that the rights in the Artwork will always attach to the owner of the relevant NFT.

6. Seller’s Warranty and Disclaimers

6.1. The Seller does not control the operation of the Site or the Listing. The availability of NFTs through the Listing or the Site is not within the control of the Seller but that of Metadrop. Accordingly, we do not provide any warranties with respect to the availability or functionality of the Site or the Listing, including your ability to bid for NFTs offered through our Listing on the Site. Metadrop may offer warranties in respect of the Site in the Terms of the Site.

6.2. ALL NFTs OFFERED ON THIS LISTING BY THE SELLER ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

6.3. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

6.4. YOU AFFIRM THAT THE SELLER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF METADROP'S OR THE SITE'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

7. Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached the Listing Terms, for any failure or delay in our performance under the Listing Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8. Incorporation into Terms of Site

These Listing Terms do not apply on a standalone basis to you, but instead apply to you as incorporated into the general Terms and Sale Terms of the Site. Accordingly, any terms and conditions in the Terms and the Sale Terms of the Site, including without limitation terms and conditions relating to updating of terms, limitation of liability and dispute resolution, shall apply to you in respect of any actions in respect of this Listing.