



Orica Terms of Use

Version 1.2

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A. Introduction

The Orica NFT Marketplace (“Platform”) is a decentralized application and digital art marketplace operating on the Binance Smart Chain (BSC) technology. Our platform uses specially developed Smart Contracts that enable Artists (Creators) to sell their digital creations to Collectors on a digital marketplace. Collectors may trade, transfer, sell, or display their collected Orica pieces on the Orica Platform.

1. Legally Binding Agreement

Please read these Terms of Use (“Terms”, “Terms of Use”, or “Agreement”) very carefully. This Agreement is between you (the “User(s)”, “Artist(s)”, “Collector(s)”, “Owner(s)”, and collectively with others using the Service - “Users”) and Orica Platforms LTD (BVI company number 2084034, registered at Intershore Chambers, Road Town, Tortola, BVI), the company operating the Orica platform (“Orica”, “We”, “Our” or “Us” and together with You, the “Parties”). These Terms govern your use of the Service located at app.orica.io (the “Site”), and all related tools, mobile applications, web applications, decentralized applications, smart contracts, and APIs (altogether “the Service”), located at any of Orica’s websites, including without limitation, successor website(s) or application(s) thereto (the “Platform”).

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE OR PLATFORM. BY ACCESSING OR USING THE SITE, SERVICES, OR SMART CONTRACTS YOU ARE EXPRESSLY ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, YOU ARE PROHIBITED FROM ACCESSING, USING, OR TRANSACTING ON THE SITE OR PLATFORM. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT THE COMPANY IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS.

Certain features of the Site are subject to other guidelines, terms, or rules, which are located on the Site in connection with such features. Orica’s Community Guidelines, Auction Terms of Use, Copyright Community Guidelines and any other terms, guidelines, and rules of Orica are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User.

2. Community Guidelines

Our [Community Guidelines](#) set forth the type of conduct and decorum expected of all participants of Orica’s digital art community and are hereby incorporated by this reference into these Terms.

3. Auction Terms of Use

Our [Auction Terms of Use](#) are designed to help You understand the risks of initiating and participating in Auctions and are a legally binding agreement between you and Orica, and are hereby incorporated by this reference into these Terms.



4. Copyright Community Guidelines

Our [Copyright Community Guidelines](#) provide an overview of acceptable marketplace minting conduct, a primer on some aspects of copyright law, and explain some of the unique copyright-related questions presented by Items and blockchain technology, and are hereby incorporated by this reference into these Terms.

5. Privacy Policy

Our [Privacy Policy](#) describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.

B. Platform

6. The Role of Orica

The role of Orica is expressly limited to making the Platform available and maintaining it for Creators, Collectors, and Users. Orica is an intermediary and not an agent or fiduciary for any Creator, Collector or User for any purpose. Orica is not responsible for the actual sale of any digital artwork and does not control the information provided by Creators, Collectors, or Users, nor their acts or omissions. Orica is independent from the Creator, Collector and User, and no partnership, joint venture, employee employer or franchiser-franchisee relationship is intended or created by the operation of the Platform by Orica.

The Smart Contracts and the Platform facilitate User collection of Items, but Orica and its affiliates, the Platform, and the Smart Contracts are not the custodians of any User-owned Item. The User understands and acknowledges that the Contracts do not give Orica custody, possession, or control of any Item or cryptocurrency at any time for the purpose of facilitating transactions. You affirm that you are aware and acknowledge that Orica is a non-custodial service provider and has designed this Platform to be directly accessible by the Users without any involvement or actions taken by Orica or any third party.

7. Platform Property

You acknowledge and agree that We (or, as applicable, Our licensors) own all legal rights, titles and interests in and to all elements of the Platform. The graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, a compilation of the content, code, data, and all other elements of the Platform (collectively, the “Orica Materials”) are owned by Orica, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Orica Materials are the copyrighted property of Orica or its licensors, and all trademarks, service marks, and trade names contained in the Orica Materials are proprietary to Orica or its licensors. Except as expressly set forth herein, your use of the Platform does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Platform. We reserve all



rights in and to the Orica Materials not expressly granted to you in the Terms.

8. Registration and Account Access

Registration is required to use the Platform. Registrants are required to provide certain information such as a valid email address, and to select a password to be used to create and access their accounts. This password and other registration details should be kept safe and not shared with anyone. Registrants may voluntarily provide additional information in the registration process to personalize their accounts. Registrants may access their accounts to view their profile information as well as transaction information by clicking the icon on the home page of the Service after logging in. Registrants may be required to provide additional personal information such as name and address to participate in or complete auctions on the Platform.

Registrants must also connect a digital wallet to their Orica account to participate in auctions on the Platform. You will not be able to engage in any transactions on the Platform other than through a digital wallet. The Platform will only recognize you as a User, and you will only be able to interact with the Platform, if your electronic wallet is connected and unlocked through your private account. There is no other way to sign up as a User, or to interact directly with the Platform.

Users may cancel their registration and account at any time. For your security, requests to terminate accounts must originate from the registered email account with Orica addressed to support@orica.io. Under no circumstances will a cancellation request received via the phone or otherwise be accepted.

9. Public Transactions Records and Linked Sites

Transactions that take place on the Platform are managed and confirmed via Binance Smart Chain (BSC). The User understands that your BSC public address will be made publicly visible whenever you engage in a transaction on the Platform. We neither own nor control MetaMask, WalletConnect, Fortmatic, Coinbase, Google Chrome, the Binance network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform ("Linked Sites"). In no event shall we be liable, directly, or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites, or any acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. You should direct any concerns to that website's administrator or webmaster. We reserve the exclusive right, at our sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Service and/or introduce different features or links to different users.

10. User Feedback

You may choose to submit comments, bug reports, ideas, or other feedback about the Platform, including without limitation about how to improve the Platform (collectively, "Feedback"). By submitting any



Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). You hereby grant us a perpetual, irrevocable, non-exclusive, royalty-free worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

11. External Sites

The Platform or Site may include hyperlinks to other websites or resources (collectively, “External Sites”), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites and that we do not endorse any advertising, products, or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy, or existence of any advertising, products or other materials on, or made available from, any External Sites.

C. User Account and Security

12. Accurate Registration Information

When You create an account for the Platform, You must provide accurate and complete registration information. By creating an account, You agree to provide accurate, current, and complete account information about yourself, and to maintain and promptly update as necessary your account information.

13. Account Security

You are solely responsible for the security of your account and your digital wallet. You agree to undertake to maintain at all times adequate security and control of all your Account details, passwords, personal identification numbers or any other codes that you use to access the Platform or the Services. You must ensure that Account(s) registered under your name will not be used by any other person. You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password or security information at support@orica.io.

14. Account Termination, Suspension, Restriction of Access

Orica reserves the right to terminate, suspend or restrict your access to any Account(s) if there is reasonable suspicion that the person logged into your Account(s) is not You or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall Orica or indemnified persons in accordance with these Terms be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any Account(s).

15. Illegal Activity on the Platform

You agree to use the Platform only for purposes that are legal, proper, and in accordance with these Terms and any applicable laws or regulations. Without limitation, you may not, and may not allow any third party to:

- a) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- b) undertake any unlawful activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions program administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity;
- c) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d) impersonate another person (via the use of an email address or otherwise);
- e) upload, post, transmit or otherwise make available through the Platform any content that infringes the intellectual proprietary rights of any party;
- f) operate to defraud Orica, other users, or any other person or provide false, inaccurate, or misleading information;
- g) use the Platform to violate the legal rights (such as rights of privacy and publicity) of others;
- h) engage in, promote, or encourage illegal activity (including, without limitation, terrorism, tax evasion or money laundering);
- i) interfere with another individual's or entity's access to or use of the Platform; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights or privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance or violent acts against others; harvest or otherwise collect information from the Platform about others, including without limitation email addresses, without proper consent;
- j) exploit the Platform for any unauthorized commercial purpose;
- k) modify, adapt, translate, or reverse engineer any portion of the Platform;
- l) remove any copyright, trademark or other proprietary rights notices contained in or on the Platform or any part of it;
- m) reformat or frame any portion of the Platform;
- n) display any content on the Platform that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;
- o) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its users for any unauthorized purpose;
- p) create user accounts by automated means or under false or fraudulent pretenses;
- q) access or use the Platform for the purpose of creating a product or service that is competitive



with any of our products or services.

16. Eligibility to Use the Service

Users must be 18 years of age or older to use this Service. This Service is not directed at children or minors under the age of 16 and does not knowingly collect information from such children or minors. IF YOU ARE 16 OR OLDER BUT UNDER THE AGE OF 18, OR THE FULL LEGAL AGE OF THE JURISDICTION WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A MINOR OVER 16, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT MINOR'S USE OF THE PLATFORM, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

D. Creators and Items

17. Creators

Only Creators invited and approved by Orica are able to use the Platform to mint and sell Items. Creators seeking an invitation to create and list works for sale on the Platform must submit an [Application](#). Orica has unilateral discretion in curating its list of approved Creators and makes no guarantees or promises that any Creator will be approved, even if the Creator was invited by a member of the Orica team to submit the application.

By minting an Item, Creators expressly represent and warrant that their Work is an original creation. Creators are prohibited from minting Works consisting of unlicensed or unauthorized copyrighted content, including any images, design, audio, video, human likeness, or other unoriginal content not created by the Creator, not authorized for use by the Creator, not in the public domain, or otherwise without a valid claim of fair use. Creators can only mint works that they personally created and must refrain from minting works to which copyright ownership is unknown or disputed (i.e., commissioned works or "works made for hire").

Creator expressly represents and warrants that works minted on the Platform contain only original artistic content otherwise authorized for use by the Creator. To the extent a Work contains unoriginal content, including content from Works by other Orica Artists, the minting Creator further represents and warrants that it has permission to incorporate the unoriginal content. The Creator represents and warrants that the sale, display or performance of minted Items on the Platform is not a violation of any agreement, contract, or obligation owed to a third-party.

Creator hereby acknowledges, understands, and agrees that minting a Work on the Platform constitutes an express representation, warranty, and covenant that the Creator has not, will not, and will not cause



another to mint, tokenize, or create another cryptographic token representing a digital collectible for the same Work, excepting, without limitation, the Creator's ability to mint, tokenize, or create a cryptographic token or other digital asset representing a legal, economic, or other interest relating to any of the exclusive rights belonging to the Creator under copyright law.

Failure to abide by these Terms may result in, without limitation, suspension or deletion of the Creator's account, revocation of the Creator's minting privileges and other permissions to the Platform, delisting the Creator's items on the Service, or paying monetary damages. Orica has the unilateral authority and discretion to remove, suspend, or revoke the Creators' access to the Orica Smart Contracts or any other aspect of the Platform.

The Creator hereby agrees to indemnify Orica and be held liable for any claim against Orica arising out of the Creator's breach of these Terms. The Creator hereby releases and forever discharges Orica from any damages or causes of action resulting from a sale of any of the Creator's listed Items occurring after the Creator's breach of these Terms.

18. Items and Binance Smart Chain (BSC)

All artwork ("Art", "Artwork(s)", "Work(s)", or "Creation(s)") on Orica's Platform is represented by a unique cryptographic token exclusively minted by an approved Creator (or minted by Orica at the direction of such Creator). Each Orica Item(s) ("Item", "Token(s)", "Non-fungible token(s)", or "NFT(s)") is minted by a Creator using the Orica Smart Contracts based on a Creator's original Artwork. Items are forever tracked and stored on the BSC blockchain, providing the Collector of an Item with a permanent record of authenticity and ownership.

Artwork Minted and sold on the Orica Platform includes, but is not limited to: visual works, audiovisual works, animations, audio, photographs, 3D works, GIFS, and other creative digital works.

All User transactions on the Platform, including without limitation minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are facilitated by Smart Contracts existing on the BSC-Network and are initiated through one or more Smart Contracts at the sole discretion and at the complete risk of the Users.

Marketplace transactions utilize experimental contract and block-chain technology, including non fungible tokens, cryptocurrencies, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky. Users acknowledge and agree that the Smart Contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Binance Smart Chain, which can adversely affect the Contracts and may expose you to a risk of total loss, forfeiture of your digital currency or Items, or lost opportunities to buy or sell Items. Orica assumes no liability or responsibility for any such Contract or related failures, risks, or uncertainties. The User acknowledges the risk of Contracts and agrees to be bound by the outcome of any Smart Contract operation by invoking, calling, requesting, or otherwise engaging with the Smart Contract, whether or not the Smart Contract behaves as the User expects.



Users hereby take full responsibility and liability for the outcome of any transaction they initiate, whether or not the Smart Contracts, the Platform, or other market participants behave as expected or intended. Users hereby represent that they are knowledgeable, experienced and sophisticated in using block-chain technology and in initiating BSC-based transactions.

The BSC-Network requires the payment of a transaction fee (a “Gas fee”) for every transaction that occurs on the BSC network, and thus every transaction occurring on the Platform. The value of Gas fee changes, often unpredictably, and is entirely outside of the control of Orica or the Platform. The User acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on the Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to a User. Users also acknowledge and agree that gas is non-refundable under all circumstances.

19. Orica Copyright Community Guidelines

Copyright is the law of art. As a digital art platform, we take copyright law seriously and encourage our Artists and Collectors to learn more about their rights. Please visit the [Orica Copyright Community Guidelines](#) for more information on copyright law, the difference between “original” and “infringing” content, and the fair use defense.

E. The Orica Platform

The Orica Platform facilitates a peer-to-peer digital art marketplace and auction house where Artists, Collectors, and other Users can sell, purchase, list for auction, make offers, and bid on Orica Item(s) . Collectors can obtain Orica Item(s) by making an offer accepted by the Artist, purchasing at an established List Price, or bidding on Items available in one of our Smart Contract-enabled Auctions.

20. List Price Purchase

Orica Item(s) are optionally offered for immediate acceptance at a List Price (both in cryptocurrencies and fiat) established by the Artist. Collectors can purchase Orica Item(s) with a List Price through the Site by sending an equivalent amount of cryptocurrencies or fiat currencies to a Smart Contract configured to initiate a transfer of the Orica Item, plus additional fees, and gas.

21. Offers on Orica Item(s)

Users can make offers on all listed Orica Item(s) through the Site. Offers on the Orica Marketplace are legally binding, revocable offers to purchase the Item capable of immediate acceptance by the Owner of the Item. By making an offer, the Collector agrees to temporarily send and lose control over an amount of offered cryptocurrency or fiat currency to a Smart Contract. The Smart Contract is configured to hold the offered amount until either the offer is accepted by the Owner of the Item, a higher offer is received, or the offer is revoked. The Owner of the Item has the unilateral authority to accept the bid.



F. Marketplace Prices & Fees

Every transaction on the Orica Marketplace is subject to Fees collected to support the Artists and the Orica Platform. Orica collects a 1% Service Fee in addition to the Sales Price for every Sale of an Orica Item(s) on the Marketplace.

The amount of Fees for the sale of an Orica Item(s) also depends on whether the transaction involves the Orica Item's first sale ("Primary Sale") or a subsequent sale in the secondary market ("Secondary Market Sale"). All Fees are collected and distributed at the time of the purchase of an Orica Item(s) by operation of the Smart Contracts.

22. Primary Sale

- The Artist receives 99% of the Total Sale Price for Primary Sales.
- Orica collects 1% of the Total Sale Price as a commission.

23. Secondary Market Sale

- At the moment of the Item Creation, Artists will be asked to set a percentage ranging from 0% to 50% of the Orica Item(s) Secondary Market Sale Price that they will receive as a Royalty based on the total Sale Price for Secondary Market Sales paid by the Collector selling the Orica Item.
- The Royalty is deducted from the total Sale Price at the time of the purchase by operation of the Smart Contracts.

24. Automated Collection and Disbursement of Fees

The User agrees and understands that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the Smart Contracts on the BSC blockchain network. By transacting on the platform and by using the Smart Contracts, the User hereby acknowledges, consents to, and accepts all automated fees, commissions, and royalties for the sale of Items on the Orica Platform. The User hereby consents to and agrees to be bound by the Smart Contracts' execution and distribution of the fees, commissions, and royalties. Users hereby waive any entitlement to royalties, commissions, or fees paid to another by operation of the Smart Contracts.

25. Automated Collection and Disbursement of Royalties to Artists

The User consents to the automated collection and disbursement to Artists of royalties for Secondary Market sales of Orica Item(s) . The User hereby waives any first sale defense or argument with respect to Secondary Market activities resulting in royalty to an Orica Artist.

26. No Representations on Price or Value

Users acknowledge and consent to the risk that the price of an Item purchased on the Orica Platform may have been influenced by User activity outside of the control of Orica or the Orica Platform. Orica does not



represent, guarantee, or warrant the accuracy or fairness of the price of any Orica Item(s) sold or offered for sale on or off the Marketplace. The User agrees and acknowledges that Orica is not a fiduciary nor owes any duties to any User of the platform, including the duty to ensure fair pricing of Orica Item(s) or to police User behavior on the Marketplace.

27. Off-Market Transactions

Orica does not generally collect any fees, commissions, or royalties for transactions occurring outside the Orica Marketplace and not involving the Orica Smart Contracts. To support the Orica Artists and the Platform, we encourage Collectors to list Items for sale on the Orica Marketplace, however, Collectors are permitted to sell or transfer their Items on third party exchanges. The Artist and all other Users hereby waive any entitlement to royalties, commissions, or fees for off-market transactions. The User irrevocably releases, acquits, and forever discharges Orica and its subsidiaries, affiliates, officers, and successors of any liability for royalties, fines, or fees not received by the User from any off-market transaction.

28. Gas

All User transactions on the Orica Platform, including without limitation Minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are facilitated by Smart Contracts existing on the BSC network. The BSC network requires the payment of a transaction fee (a “Gas fee”) for every transaction that occurs on the BSC network, and thus every transaction occurring on the Orica Platform. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Orica or the Orica Platform. The User acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on the Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to a User. Users also acknowledge and agree that gas is non-refundable under all circumstances.

29. Taxes

Users are responsible to pay any and all sales, income, profit, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with Your use of the Orica Platform (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, sale, or creation of any artworks).

G. Auctions

By accepting these Terms or using the Platform, the User affirmatively acknowledges and agrees to the [Orica Auction Terms of Use](#). Please also visit the Orica [Help and FAQ section](#) for more information on how to set up and participate in an Auction.

30. Scheduled Auctions

In a Scheduled Auction, the Owner establishes a specific start and end time for an Auction for artwork to



go live. Owners may optionally include a Starting Price. As long as the Starting Price is met by an Auction Participant, the work will be sold. Works without a Starting Price will be sold to the highest bidder, no matter what the bid is. A Scheduled Auction may be canceled only prior to the start of the auction. After the auction begins, it cannot be stopped, canceled, or undone. Owners that initiate Scheduled Auctions should be prepared to sell their works at the Starting Price, or at any price if no Starting Price is established.

31. Reserve Auctions

In a Reserve Auction, an Auction for artwork is configured to automatically go live once a bid is received equal or greater to a public Reserve Price established by the Creator. Once the Reserve Price is met, the Auction is initiated and configured to last for approximately 24-hours. The work goes to the highest bidder at the end of the Auction. The Auction period can freely be set by the Creator.

32. Timing of Auctions

Once initiated, both Scheduled and Reserve Auctions last for a discrete window of time (between 1 hour and up to 7 days for Scheduled Auctions and up to 24 hours for Reserve Auctions). If a bid is placed within the last 15 minutes of an Auction, the auction time is extended by 15 minutes from the time of the bid in order to accommodate last-minute bids.

33. Timing Margin of Error

Auction timers are not exact and only represent an approximate as to the start or end time remaining for a particular Auction. Participants should bid as early as possible to ensure that they are processed by the Auction Smart Contract before the close of the Auction.

H. Smart Contracts

34. Execution

To initiate a transaction on the Orica Marketplace, a User must voluntarily invoke one or more Smart Contract operations from a digital Wallet. All transactions on the Orica Marketplace, including but not limited to transfers, offers, bids, listings, sales, or purchases of Orica Item(s) are initiated through one or more Smart Contracts at the sole discretion and at the complete risk of the Users. The Smart Contracts are configured to facilitate the execution of a voluntary User offer, an acceptance of an offer, or other confirmation to purchase, sell, bid on, list, or transfer an Orica Item. The User acknowledges the risk of Smart Contracts and agrees to be bound by the outcome of any Smart Contract operation by invoking, calling, requesting, or otherwise engaging with the Smart Contract, whether the Smart Contract behaves as the User expects or not.



35. Risk of Smart Contracts and Blockchain Technology

Orica Marketplace transactions, including but not limited to primary sales, secondary market sales, listings, offers, bids, acceptances, and other operations through the Site utilize experimental Smart Contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky. Users acknowledge and agree that the Orica Smart Contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the BSC blockchain, which can adversely affect the Smart Contracts and may expose you to a risk of total loss, forfeiture of your digital currency or Orica Item(s) , or lost opportunities to buy or sell Orica Item(s) . Orica assumes no liability or responsibility for any such smart contract or related failures, risks, or uncertainties.

Users hereby acknowledge and assume the risk of initiating, interacting with, participating in Marketplace or Auction transactions and take full responsibility and liability for the outcome of any transaction they initiate, whether the Smart Contracts, the Orica Site, or other market participants behave as expected or intended, or not. Users hereby represent that they are knowledgeable, experienced, and sophisticated in using blockchain technology, the Orica Site, and in initiating BSC-based transactions.

36. No Attacking or Interfering

Users are forbidden from engaging in any attack, hack, denial-of-service attack, interference, or exploit of any Orica Smart Contract. Operations performed by a User that is technically permitted by an Orica Smart Contract may nevertheless be a violation of our Terms of Service and the law.

37. Smart Contract Processing

All Marketplace transactions are executed by one or more Smart Contracts processed by Binance and not under any direct control by Orica or any other third party. The User acknowledges and agrees that Orica is not a party to any agreement or transaction between any Users involving the purchase, offer,

sale, auction, or transfer of Orica Item(s) , whether a commission or transaction fee is received by Orica, or not. Items listed for sale on the Orica Marketplace are not offered on consignment or held in trust on behalf of any Artist, Collector, Owner, or User. Orica reserves the right to execute Smart Contract transactions on the Orica Marketplace as a collector of Orica Item(s) .

I. Marketplace Code of Conduct

38. No Market Manipulation

Users are expressly forbidden from accepting, soliciting, offering, bidding, engaging with the Smart Contracts, or otherwise transacting on or off the Orica Platform with the intent to artificially devalue, inflate, or otherwise deceptively influence, misrepresent, or cause to be misrepresented the price of an



Orica Item, groups of Orica Item(s) , or Orica Item(s) created by particular Artists.

39. No Self-Bidding

Orica Artists, Owners, and Collectors are expressly forbidden from bidding, purchasing, or making offers on their own listed or offered Orica Item(s) , especially for the purpose of artificially influencing the price of the listed Item(s).

40. No Wash Trading

Users are generally forbidden from engaging in any deceptive conduct that may prevent competitive or fair bidding, artificially inflate or deflate the price of a work, simulate demand for work (i.e, "wash trading"), or any other anti-competitive bidding conduct such as but not limited to "puffing," "chill bidding," "shill bidding," "sham bidding," or "sock puppet bidding."

41. No Money Laundering or Terrorism Financing

Users are expressly forbidden from selling works, listing items for Auction, making bids during an auction, purchasing a work, or engaging in any other Marketplace transaction for the purpose of concealing economic activity, laundering money, or financing terrorism. For example, and without limitation, Users are forbidden from using the Platform and any Smart Contract to conceal or transfer proceeds or assets relating to criminal activity or to pay for an Item for any other reason than to obtain the Item. All Users expressly represent and warrant by performing transactions involving the Orica Site or Smart Contracts that their actions are legal under the applicable legislation of the jurisdiction from which they initiate the transaction.

42. Report of Suspicious Market Activity

Users agree to report suspicious market activity of other Orica Users. If a User suspects that one or more Orica Users are in violation of these Terms, the User should promptly inform the Orica team at support@orica.io.

43. Violation of the Marketplace Code of Conduct

The User hereby agrees and acknowledges that any forbidden Marketplace conduct described herein may be a law violation and/or a violation of these Terms. Orica hereby reserves the right to completely or partially restrict or revoke a User's access to the Site for violating these Terms. Orica reserves the right to amend, rectify, edit, or otherwise alter Orica Market transaction data to mitigate market harm caused by a User's violation of these terms.

44. Release from Claims Arising From Other Users' Violations of these Terms

The User irrevocably releases, acquits, and forever discharges Orica and its subsidiaries, affiliates, directors, officers, and successors for and against any and all past or future causes of action, suits, or

controversies arising out of another User's violation of these Terms.

J. Ownership

All works Minted on the Platform are subject to the Orica License, the terms of which are described below. All Users who receive a Orica Item(s) acknowledge and agree to accept or purchase the Item subject to the conditions of the License.

45. Ownership of an Orica Item(s)

Ownership of a cryptographic token representing the Artist's creative Work implies a piece of property, but not ownership of the creative Work itself. Collectors are allowed and encouraged to expose their ownership of collected Orica Item(s) by displaying and sharing the Underlying Artwork, but Collectors do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the underlying Artwork, excepting the limited license granted by these Terms to the Underlying Artwork. The Artist reserves all exclusive copyrights to Artworks underlying Orica Item(s) Minted by the Artist on the Platform, including but not limited to the right to reproduce, to prepare derivative works, to display, to perform, and to distribute the Artworks.

46. Limited License

Art on the Orica Platform is digital, meaning that it is inherently easier to share, display, replicate, and distribute around cyberspace. Our [Community Guidelines](#) encourage Collectors to display, promote, and share their collected Items, but the Collectors may not infringe any of the exclusive rights of the copyright holder (i.e., the Artist). By Minting Items on the Platform, Artist affirmatively grants a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to display the Artwork underlying Orica Item(s) legally owned and properly obtained by the Collector.

In particular, the Collector is granted following rights regarding the purchased Item:

- **Download.** The Collector has access to a permanent link where he can download the work's original, full-resolution files and technical details.
- **Display.** The Collector has the right to display the work both privately and publicly, in both virtual and physical environments.
- **Loan or lease the work.** The Collector may grant others the temporary right to display the work.
- **Resell.** The Collector is entitled to transfer their rights to the Item to another collector or entity.
- **Authenticity.** Orica will use a public ledger to record the provenance of the Item.
- **No copyright.** The Collector has no right to copy, reproduce, or make derivatives of the purchased Item.

47. Display of Artwork

The Collector's limited license to display the Work, or perform the Work in the case of audiovisual works, includes, but is not limited to, the right to display or perform the Work privately or publicly:

- a) for the purpose of promoting or sharing the Collector's purchase, ownership, or interest in the Work, for example, on social media platforms, blogs, digital galleries, or other Internet based media platforms.
- b) for the purpose of sharing, promoting, discussing, or commenting on the Work.
- c) on third party Marketplaces, exchanges, Platforms, or applications in association with an offer to sell, or trade, the Token associated with Work.
- d) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments, including simultaneous display of multiple copies of the Work within one or more virtual environments.

48. No Commercial Use

Collectors have the right to sell, trade, transfer, or use their Orica Item(s), but Collectors may not make "commercial use" of the underlying Work including, for example, by selling copies of Work, selling access to the Work, selling derivative works embodying the Work, or otherwise commercially exploiting the Work.

49. Other Restrictions

The Collector agrees that it may not, nor permit any third party, to do or attempt to do any of the foregoing without the Artist's express prior written consent in each case:

- a) modify, distort, mutilate, or perform any other modification to the Work which would be prejudicial to the Artist's honor or reputation;
- b) use the Work to advertise, market, or sell any third-party product or service;
- c) use the Work in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- d) incorporate the Work in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these Terms or solely for your Collector's personal, non-commercial use;
- e) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Work;
- f) attempt to unlawfully register trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Work;
- g) attempt to Mint, tokenize, or create an additional cryptographic token representing the same Work, whether on or off the Orica Platform;

- h) falsify, misrepresent, or conceal the authorship of the Work or the Orica Item;
- i) otherwise utilize the Work for the Collector's or any third party's commercial benefit.

50. Ownership of Limited License

The User agrees and acknowledges that the lawful ownership, possession, and title to an Orica Item(s) is a necessary and sufficient condition precedent to receiving the limited license rights to the underlying Work provided by these Terms. Any subsequent transfer, dispossession, burning, or other relinquishment of an Orica Item(s) will immediately terminate the former Owner's rights and interest in the license or Orica Item(s) as provided by these Terms.

51. Artist's Rights and Restrictions

The Artist owns all legal rights, titles, and interests in all intellectual property rights to creative Works underlying Orica Item(s) Minted by the Artist on the Platform, including but not limited to copyrights and trademarks. As the copyright owner, the Artist enjoys several exclusive rights to the Work, including the right to reproduce, the right to prepare derivative works, the right to distribute, and the right to display or perform the Art. Subject to, and in accordance with these Terms, the Artist hereby acknowledges, understands, and agrees that Minting a Work on the Platform constitutes an express and affirmative grant of the limited license rights to the Work to all subsequent Owners of the Orica Item, as provided herein.

52. License Granted to Orica

The Artist hereby acknowledges, understands, and agrees that by minting an Item on the Platform constitutes an express and affirmative grant to Orica, its affiliates and successors a non-exclusive, world wide, assignable, sublicensable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, and distribute the Item on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising Orica, the Platform, the Site, the Marketplace, or any other purpose related to the Orica Platform or business, including without limitation, the express right to:

- a) display or perform the Work on the Site, a third-party platform, social media posts, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public.
- b) create and distribute digital or physical derivative works based on the Work, including without limitation, compilations, collective works, and anthologies.
- c) indexing the Work in electronic databases, indexes, catalogues, the Smart Contracts, or ledgers.
- d) hosting, storing, distributing, and reproducing one or more copies of the Work within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or causing, directing, or soliciting others to do so.



53. Release from Copyright Claims

The Artist and all Users irrevocably release, acquit, and forever discharge Orica and its subsidiaries, affiliates, directors, officers, and successors of any liability for direct or indirect copyright or trademark infringement for Orica's use of a Work in accordance with these Terms, including without limitation, Orica's solicitation, encouragement, or request for Users or third parties to host the Work for the purpose of operating a distributed database and Orica's deployment or distribution of a reward, a token, or any other digital asset to Users or third parties for hosting Works on a distributed database.

K. Username Policies

Orica's account names are available on a first-come, first-served basis. Only one (1) username can be assigned to a public BSC wallet address. Usernames are not the User's intellectual property or personal property. Orica reserves the absolute right to delete, modify or change a username associated with a User's wallet address without notice for actual or suspected violation of these policies.

54. Username Squatting

Orica prohibits username squatting and the practice of reserving usernames for future use, especially where there is a likelihood that the username may confuse or mislead others. Users violating this name squatting policy may be removed or renamed without notice. Attempts to sell, buy, or solicit other forms of payment in exchange for usernames are prohibited and may result in permanent account suspension.

55. Inactive Users

Orica prohibits reserving inactive accounts for future use. Orica has the absolute authority to delete or modify inactive users. Users that have not conducted any transactions on the Orica Marketplace, collected any Orica Item(s), or initiated any transaction on the BSC blockchain for six (6) months, may be deleted without notice.

L. Copyright Protection

Orica respects the intellectual property rights of others, and we ask our users to do the same. It is our policy to respond promptly to any claim that Content posted on the Site infringes the copyright or other intellectual property rights of any person.

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Foundation of your infringement claim in accordance with the procedure set forth below.

Orica will use reasonable efforts to investigate and process notices of alleged infringement and will take appropriate action in accordance with applicable intellectual property laws and regulations, and these Terms, with respect to any alleged or actual infringement, including removing or disabling access to



content claimed to be infringing and/or terminating accounts and access to the Site.

56. Copyright: Notice and Take Down Procedures

Orica will publish on the Platform various text, pictures, images, audio recordings, and video that have been supplied, owned, or licensed by you (“Content”) and for which you have provided appropriate license for publication by Orica.

Orica constantly reviews the Content and responds to notices of alleged copyright infringement as required by applicable intellectual property laws and regulations. If you believe that your work has been copied in a way that constitutes copyright infringement, a notification of claimed copyright infringement should be emailed to support@orica.io (Subject line: “Copyright Infringement – Take Down Request”).

To be effective, the notification must be in writing and contain the following information:

- a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.
- b) a description of the copyrighted work or other intellectual property that you claim has been infringed.
- c) a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform.
- d) your address, telephone number, and email address.
- e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law.
- f) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

57. Proprietary Rights

As between You and Orica (or other company whose intellectual property objects appear on the Platform), Orica (or the respective company) is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Platform, and is the copyright owner or licensee of the Content and/or information on the Platform, unless otherwise indicated.

Except as otherwise provided herein, use of the Platform does not grant you a license to any Content, features or materials you may access on the Platform and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Content, features or materials, in whole or in part. Any commercial use of the Platform is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the Content or screenshots for any purpose except as otherwise provided by Orica. If you make use of the Orica Platform, other than as provided herein, in doing so you may violate copyright and other laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, registered

trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Platform.

The information on the Platform including, without limitation, all site design, text, graphics, interfaces, and the selection and arrangements is protected by law including copyright law.

Product names, logos, designs, titles, graphics, words or phrases may be protected under law as the trademarks, service marks or trade names of Orica or other entities. Such trademarks, service marks and trade names may be registered both nationally and internationally.

Without our prior written permission, you agree not to display or use our trademarks, service marks, trade names, other copyrightable material or any other intellectual property in any manner.

All images created or produced or modified by Orica are the sole property of Orica. Orica may use any such image to promote the Platform or for any other purpose at any time without restriction.

58. User Submitted Content

Users are responsible for any User Content posted to the Service. “User Content” means any content you post to the Service, which may include reviews, comments, image uploading, captions, participating in forums, and other such features that allow Users to add content to the Service. Orica is not responsible for the personally identifiable or other information you choose to submit as User Content, and we reserve the right to remove any User Content generated by any user at our sole discretion. By posting to the Platform, you understand that once you post User Content, your content becomes public. We are not responsible for keeping any User Content confidential so if you do not want anyone to read or see that content, do not submit or post it to the Service.

If we allow you to upload User Content, you may not:

- a) provide User Content that you do not have the right to submit, unless you have the owner’s permission; this includes material covered by someone else’s copyright, patent, trade secret, privacy, publicity, or any other proprietary right;
- b) forge headers or manipulate other identifiers in order to disguise the origin of any User Content you provide;
- c) provide any User Content that contains lies, falsehoods or misrepresentations that could damage us or anyone else;
- d) provide User Content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- e) impersonate anyone else or lie about your affiliation with another person or entity in your User Content;
- f) use meta tags or any other “hidden text” utilizing any of our or our suppliers’ product names or trademarks in your User Content;



- g) provide User Content which disparage us or our vendors, partners, Creators, Collectors, representatives and affiliates.

Except as otherwise specifically provided, if you post content or submit material to the Platform, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms or any law or regulation; and the content will not cause injury to any person or entity. We have the right but not the obligation to monitor and edit or remove any activity or content. User Content comes from a variety of sources. We do not endorse, or support any views, opinions, recommendations, or advice that may be in User Content, nor do we vouch for its accuracy or its reliability, usefulness, safety or intellectual property rights of any User Content. We take no responsibility and assume no liability for any User Content posted by you or any third party.

59. Removing Allegedly Infringing Content

Orica reserves the right to remove any Content that allegedly infringes another person's copyright or trademark rights, thereby restricting access to or visibility of the Work on the Site and restricting the Owner's ability to sell, access, or view the Work on the Marketplace. All transactions involving Orica Item(s) are conducted with the knowledge and assumption of the risk that the Item may subsequently be removed from the Orica Site and Marketplace as a consequence of a copyright infringement dispute or a User's violation of these Terms. Orica shall not be liable to a Collector or Artist of an Item that was subsequently taken down by Orica pursuant to a valid copyright infringement Take-Down Notice or a determination of a User's violation of these Terms.

60. Termination of Repeat Infringers' Accounts

Orica implements a strict "repeat infringer" policy, which requires it to terminate a User's access to the Site and Smart Contracts, including restricting minting privileges and terminating a User's account if, under appropriate circumstances, the User is determined to be a repeat infringer. Orica also reserves the right to restrict an Artist's account for reasons other than copyright infringement, such as but not limited to, minting pornographic, obscene, or hateful content, or excessive or suspicious minting conduct. We may at any time, without prior notice and in our sole discretion, remove such material and/or terminate a User's account for submitting such material in violation of our Terms of Service.

61. Liability to Collectors

Artists expressly agree to refund to the Collector and/or Orica the entire sales proceeds realized from the sale of an Orica Item(s) that was subsequently removed from the Site pursuant to an effective copyright infringement request to which the Artist failed to timely submit an effective copyright infringement Counter-notification. Orica, under any circumstance, will not be held liable to any Collector or User for



removing allegedly infringing works from the Platform or otherwise fulfilling its legal obligations under the copyright protection laws.

62. Cooperation with Orica

Artist, Collectors, and all Users expressly agree to cooperate and timely respond to Orica's investigations, requests, and inquiries related to copyright infringement disputes or allegations of infringement. Users agree to initiate a "burn" transaction upon Orica's request for Works that have been permanently removed from the Orica Marketplace pursuant to a valid copyright infringement Take Down Notice, or that are otherwise alleged to be infringing.

M. Disclaimers and Limitations on Our Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ORICA AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

63. No Representations or Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ORICA AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR ABOUT PRODUCTS, THE VALUE OR TITLE OF ORICA ITEMS, OR THE CONTENT OF ANY THIRD-PARTY WEBSITES OR SERVICES LINKED TO OR INTEGRATED WITH OUR SITE. ORICA AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY:

- A. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT;
- B. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR CONSUMPTION OF ANY PRODUCTS;
- C. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA;
- D. ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE;
- E. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY;
- F. ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE OR SERVICES; OR
- G. LOSS OR DAMAGED CAUSED BY ANOTHER USER'S VIOLATION OF THESE TERMS.

TO THE EXTENT PERMITTED BY LAW, OUR COMPANY AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL,



EXEMPLARY, OR PUNITIVE DAMAGES.

64. Release

You expressly agree to release Orica, its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives (the "Released Parties"), and each of the foregoing, from any and all manner of action, claim or cause of action or suit, at law or in equity, and from any and all losses, damages, costs or expenses, including without limitation court costs and attorneys' fees, which you may have against the Released Parties, or any of them, known or unknown, disclosed or undisclosed, which arise out of or relate in any way to a dispute. You further waive any applicable rights under Section 1542 of the California Civil Code, and any similar law of any applicable jurisdiction, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You agree that no joint venture, partnership, employment, or other agency relationship exists between you and Orica as a result of these Terms or your use of the Service.

65. Liability Limitation

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF OUR COMPANY AND ITS AFFILIATES, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE TOTAL AMOUNT YOU PAID TO US IN FEES OVER THE PAST TWELVE (12) MONTHS.

In no event shall Orica, its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives be liable for contract, tort, or any type of damages, including indirect, special, incidental, consequential, exemplary or punitive damages arising out of or related to participation in or the outcome of a Marketplace transaction, arising from, or directly or indirectly related to the use of, or the inability to use, the Service or the content, materials and function related thereto, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales, or cost of substitute services, even if Orica or its representative or such individual has been advised or knew of the possibility of such damage.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If you are in such a jurisdiction, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted by applicable law. In no event shall the total liability of Orica to any User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the Terms or your use of the Service exceed, in the aggregate, \$100.00. Without limiting the foregoing, in no event shall Orica, its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives providing information on this Service have any liability for any damages or losses arising



out our or otherwise incurred in connection with the loss of any data or information contained in your account or otherwise stored by or on behalf of Orica.

N. Assumption of the Risk

66. Risk of Cryptocurrency and Smart Contracts

YOU FURTHER REPRESENT AND WARRANT THAT YOU UNDERSTAND AND ARE WILLING TO ACCEPT THE RISKS ASSOCIATED WITH CRYPTOGRAPHIC SYSTEMS SUCH AS THE SMART CONTRACTS, THE BINANCE SMART CHAIN, BLOCKCHAIN TECHNOLOGY, NON-FUNGIBLE TOKENS, AND THE INTERPLANETARY FILE SYSTEM.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE BINANCE SMART CHAIN OR DIGITAL WALLETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM:

- A. USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS;
- B. SERVER FAILURE OR DATA LOSS;
- C. CORRUPTED WALLET FILES;
- D. UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM, BINANCE NETWORK, DIGITAL WALLETS OR BROWSERS.

67. Technical Blockchain Errors

ORICA IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE BINANCE NETWORK OR DIGITAL WALLETS OR ANY BROWSER, INCLUDING BUT NOT LIMITED TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE BINANCE NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

68. Risks of the Platform

The User acknowledges that the Platform is subject to flaws and acknowledges that the User is solely responsible for evaluating any code provided by the Platform. This warning and others provided in this Agreement by Orica in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing or accessing the Platform. The Platform may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the Platform. You agree to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses. We will not bear any liability, whatsoever,



for any damage or interruptions caused by any viruses that may affect your computer or other equipment, or any phishing, spoofing, or other attacks.

69. Value or Title of Orica Item(s)

The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Orica Item(s) , which may also be subject to significant price volatility. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Orica ecosystem, and therefore the potential utility or value of Orica Item(s) . The Platform, BSC, and digital assets could be impacted by one or more regulatory inquiries regulatory actions, or legislative policies which could impede or limit the ability of Orica to continue to develop the Orica Platform, or which could impede or limit your ability to access or use the Platform or BSC blockchain. Orica Item(s) may be encumbered by actual or possible copyright or trademark claims against the Item.

70. Financial Risk of Digital Assets

Use of the Platform, including creating and trading digital assets, may carry financial risk. Digital assets are, by their nature, highly experimental, risky, and volatile. Transactions carried through the Platform are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Platform at your own risk. The risk of loss in trading digital assets can be substantial. You should, therefore, carefully consider whether creating and trading digital assets is suitable for you in light of your circumstances and financial resources. By using the Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks of any transaction conducted via the Platform or any underlying digital asset. You accept all consequences of using the Platform, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in this Agreement, we accept no responsibility whatsoever and will in no circumstances be liable to you in connection with the use of the Platform for performing digital asset transactions. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.

O. Arbitration Agreement & Waiver of Certain Rights, Including Class Actions

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN SWISS RULES FOR INTERNATIONAL ARBITRATION, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR ORICA WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.



71. Arbitration

YOU AGREE TO RESOLVE ANY DISPUTES BETWEEN US THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF THROUGH COURT PROCEEDINGS. YOU WAIVE YOUR RIGHT TO ANY JURY TRIAL OF ANY CLAIM.

Any dispute, controversy, claim, counterclaim, or other disputes arising between you and Orica relating to these Terms, our Site, Orica Item(s), or any Orders, including regarding the validity, invalidity, breach or termination thereof, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated into this clause by reference. The number of arbitrators shall be one. The arbitrator of the arbitral tribunal shall be appointed in accordance with the LCIA Rules. The seat, or legal place, of arbitration shall be Tortola, the British Virgin Island in accordance with the BVI Arbitration Centre. The language to be used in the arbitral proceedings shall be English.

72. Class Action Waiver

The parties surrender and waive the right to submit any dispute to a court or jury, or to appeal to a higher court. The parties agree to arbitration on an individual basis. Where enforceable, neither party shall be entitled to join or consolidate claims by or against other persons, or arbitrate any claim as a class representative, class member or in a private attorney general capacity. Unless both parties agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Service Users or Sellers. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

P. Miscellaneous Terms

73. Modification

Orica has control over the look, feel, content, operations and evolution of the Platform, and may modify the Platform and any content in our sole discretion. We may, at any time and without liability or prior notice, impose rules for and limits on use of the Platform or restrict your access to part, or all, of the Platform, or modify or discontinue all or part of the Platform (including access to the Platform via any third-party links). We have the right to change these rules and/or limitations at any time, at our sole discretion.

Orica reserves the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms and the Smart Contracts accessible through the Orica Site from time to time, without notice to You. The User agrees that such modifications do not alter any right or obligation conferred by these Terms.



The most current version of this Agreement will be posted on the Site with the “Last Revised” date at the top of the Agreement changed. Any changes or modifications will be effective immediately upon posting the revisions to the Site. The provisions contained herein supersede all prior notices or statements regarding our Terms with respect to this Service. You waive any right you may have to receive specific notice of such changes or modifications. We encourage you to check the Marketplace frequently to see the current Terms in effect and any changes that may have been made. By using the Marketplace following any modifications to the Terms you agree to be bound by the modifications.

74. Service Monitoring

Orica reserves the right, but accepts no obligation, to monitor any activity and content on the Platform. Orica may investigate any reported violations of applicable law, rule or regulation applicable to Creators, Collectors or transactions on the Platform and take action that it deems appropriate, including but not limited to issuing warnings, suspending or terminating service, denying access or removing any content from the Platform. You agree to provide Orica with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. Orica may take such action in response to its investigations as Orica deems appropriate, including but not limited to canceling auction bids and/or removing you from the Platform.

75. Consent to Processing

By providing any personal information to the Platform, all users fully understand and unambiguously consent to the collection and processing of such information. For further information, data, please see our privacy policy available at: app.orica.io/terms-of-use.pdf.

We control and operate the Platform from our offices, and all information is processed at the location of our service providers. Persons who choose to access the Platform from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Users agree to comply with all applicable laws, rules and regulations in connection with their use of the Platform. The Platform may be used only for lawful purposes and in a lawful manner. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of data exported from the country in which you reside as well as the restrictions on import or export of Items from the Seller’s country to your country.

76. Service Unavailability

You acknowledge that temporary interruptions in the availability of the Platform may occur from time to time as normal events.

We may decide to cease making available the Platform or any portion of it at any time and for any reason. Under no circumstances will Orica be held liable for any damages due to such interruptions or lack of

availability.

77. Prohibited Use

The Service may be used only for lawful purposes by individuals using authorized services of Orica. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Service.

Orica specifically prohibits any use of the Service, and requires all Users to agree not to use the Service, for any of the following:

- a) posting any information or using a payment mechanism which is incomplete, false, inaccurate or not your own;
- b) impersonating another person;
- c) constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol;
- d) posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- e) posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- f) posting material that infringes on any other intellectual property, privacy or publicity right of another;
- g) transmitting or transferring (by any means) information or software derived from the Service to foreign countries or certain foreign nations in violation of export control laws; (viii) attempting to interfere in any way with the Service's or Orica's networks or network security, or attempting to use the Service to gain unauthorized access to any other computer system.

78. Security Rules

Violations of system or network security may result in civil or criminal liability. Orica will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the user or users who are involved in such violations.

Users are prohibited from violating or attempting to violate the security of the Service, including, without limitation, the following:

- a) accessing data not intended for you or logging into a server or account which you are not authorized to access;
- b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus, worm, Trojan Horse or other harmful code to the Service,

overloading, “flooding”, “mail bombing” or “crashing”, or sending unsolicited e mail, including promotions and/or advertising of products or services;

- d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

79. Confidentiality

Users may voluntarily contact Orica to report serious misuses of the Orica Platform including, for example, suspicious market activity, hate speech, or other serious violations of these Terms. User agrees to keep confidential all private correspondence with any members of the Orica Team pertaining to another member’s alleged violation of these Terms or other inquiries about Orica’s policies.

80. Indemnification

You agree to defend, indemnify and hold Orica, its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives harmless from and against any and all claims, liabilities, damages, costs, proceedings, demands, losses, and expenses (including, without limitation, reasonable attorney’s fees and legal costs) of any kind or nature, in any way arising from, relating to, or in connection with Your use of the Service, transactions on the Platform, actual or alleged violation of any law or breach of these Terms by you, a co-conspirator, or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense. This indemnification obligation will survive the termination of these Terms and your use of the Service.

81. Disclaimer of Warranties

You **understand and agree that:** The Service is provided on an “AS-IS” and “AS AVAILABLE” basis.

Orica makes no representation or warranties of any kind, express or implied, written or oral, made by or on behalf of Orica in connection therewith, including without limitation:

- a) any representation or warranty regarding the character, reputation or business practices of the Creator;
- b) any representation or warranty with respect to intellectual property rights in any Item;
- c) any representation or warranty concerning the availability, accuracy, completeness, usefulness, or content of information;
- d) any representation or warranty of title, non-infringement, functionality, merchantability, usage, security, suitability, or fitness for a particular purpose, workmanship or technical quality of any Orica Item(s) or work, smart contract code, or software.; or
- e) any representation or warranty that the Service meets the User’s requirements, will always be accessible, uninterrupted, timely, secure or operate without error or that defects will be corrected.



82. Severability, Entire Agreement

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, such provision(s) will be deemed severable from the rest of the Terms and will not affect the validity and enforceability of the rest of the Terms. Failure of Orica to exercise any rights or remedies will not constitute a waiver of any rights or remedies available to Orica under these Terms or at law. These Terms represent the entire agreement between Users and Orica and supersede and replace any other agreement between the parties including but not limited to any previous Terms as they may have applied between Users and Orica. Paragraph headings are for convenience only and not for interpretation of these Terms.

83. Termination

You may terminate these Terms at any time by canceling your account on the Platform and discontinuing your access to and use of the Platform. You will not receive any refunds if you cancel your account, or otherwise terminate these Terms. You agree that we, in our sole discretion and for any or no reason, may terminate these Terms and suspend and/or terminate your account(s) for the Platform. You agree that any suspension or termination of your access to the Platform may be without prior notice and that we will not be liable to you or to any third party for any such suspension or termination. If we terminate these Terms or suspend or terminate your access to or use of the Platform due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies we may have at law or in equity. Upon any termination or expiration of these Terms, whether by you or us, you may no longer have access to information that you have posted on the Platform or that is related to your account, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

84. Assignment of Terms

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, provided that Orica may assign this Agreement without your prior consent to any of Orica's affiliates, or to its successors in interest of any business associated with the services provided by Orica. This Agreement shall be binding upon the permitted assigns or transferees of each party.

85. Governing Law

These Terms will be governed by and interpreted according to the laws of the British Virgin Islands.

86. Contact Us.

To contact us with any questions or concerns in connection with these Terms, or the Service, please email us at support@orica.io.



87. Notices

Any notices shall be given by mail addressed to support@orica.io, to the attention of the Legal Department, if to Orica, or to the e-mail address provided to Orica and currently on record, if to a User. Notices shall be deemed to have been given 24 hours after the e-mail was sent, unless Orica is notified that the e-mail address is invalid, in which event Orica may give notice by postal mail at the address provided to Orica by the User upon registration. Notice given by postal mail shall be deemed to have been given three (3) business days after the date of mailing.

88. Effective Date.

These Terms of Use are effective as of December 2, 2021.

PLEASE SAVE A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE SITE WITH REASONABLE FREQUENCY FOR ANY CHANGES TO THESE TERMS.



Orica Auction Terms of Use

Version 1.2

Last updated: 15 December 2021

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A. Introduction

These Auction Terms of Use set forth the basic principles and rules for Orica auctions.

Delivering the excitement of a live, peer-to-peer digital auction within a smart contract-enabled art marketplace introduces certain risks for auction participants. Orica is steadily progressing the decentralization of art through these new market mechanics, but not without ensuring that its Users understand, acknowledge, and accept the risks of participating in Auctions.

All Auction Participants (individually "Artists," "Owners," "Collectors," "You," and "Users") must review and accept these [Auction Terms of Use](#), our [Terms of Use](#), the [Community Guidelines](#) and the [Privacy Policy](#), and the [Copyright Community Guidelines](#) (collectively, "Terms") before participation in any Auction on the Orica Platform. These Terms are designed to help you understand the risks of initiating and participating in Auctions. Your use of the Orica Platform is strictly subject to these legally binding documents.

BY ACCESSING OR USING THE SITE, SERVICES, OR SMART CONTRACTS YOU ARE EXPRESSLY ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, YOU ARE PROHIBITED FROM ACCESSING, USING, OR TRANSACTING ON THE SITE OR PLATFORM. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT ORICA IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS.

B. Timed Auctions

The Orica Platform facilitates two different time-based auction formats - Scheduled Auctions and Reserve Auctions. Any Owner may use the Orica Platform to initiate at his or her sole discretion a time based Auction for the sale of one or more Orica Item(s) ("Artworks" or "Works"). These Terms explain the basic mechanics and risks involved in each Auction format and provide best practices for initiating and participating in Auctions.

1. Scheduled Auctions

In a Scheduled Auction, the Owner establishes a specific start and end time for an Auction for an artwork to go live. Owners may optionally include a Starting Price. As long as the Starting Price is met by an Auction Participant, the work will be sold. Works without a Starting Price will be sold to the highest bidder, no matter what the bid is.

A Scheduled Auction may be cancelled prior to the start of the auction. After the auction begins, it cannot be stopped, cancelled, or undone. Owners that initiate Scheduled Auctions should be prepared to sell their works at the Starting Price, or at any price if no Starting Price is established.



2. Reserve Auctions

In a Reserve Auction, an Auction for an artwork is configured to automatically go live once a bid is received equal or greater to a public Reserve Price established by the Owner. Once the Reserve Price is met, the Auction is instantiated and configured to last for a time range between 0 and X hours. The work goes to the highest bidder at the end of the Auction.

Once the timed portion of a Reserve Auction has begun, the auction cannot be stopped, cancelled, or undone. Owners that initiate Reserve Auctions should be prepared to sell the work at the Reserve Price and should make absolutely sure that they entered the Reserve Price correctly.

3. Timing Auctions on the BSC Block-chain

Once initiated, both Scheduled and Reserve Auctions last for a discrete window of time (between 0 hour and up to x days for Scheduled Auctions and from 0 hours and up to x hours for Reserve Auctions). If a bid is placed within the last 1 minutes of an Auction, the auction time is extended by 1 minutes from the time of the bid in order to accommodate last minute bids. Be aware that Orica Auctions are run and settled directly on the Binance BSC Network, and are therefore based on block time, not conventional time. The countdown timers in the UI are an approximation based on the average block completion time of the BSC blockchain.

Auction timers are not exact and only represent an approximate as to the start or end time remaining for a particular Auction. Participants should get their bids in as early as possible to ensure that they are processed by the Auction smart contract before the close of the Auction.

4. Fees and Royalties

Orica applies the same fee structure to works sold in Auctions as other methods. In addition to the BSC gas fee, a 1% service fee is charged to the Buyer of the work. Royalties are also still in effect for works sold during an Auction. Collectors who are selling works that they didn't create (i.e., a secondary market sale) will be charged a royalty payable to the Artist of up to 50%, depending on the original settings of the Creator. A more detailed breakdown of the Orica fees and royalties can be found in our [Terms of Use](#).

C. Risks with Smart Contracts

Smart Contracts are self-executing contracts (programs) that run on the blockchain. But the decentralized contract execution implies that they are outside of the control of any one party, including Orica, and are subject to many risks and uncertainties. We chose to power our Auctions with Smart Contracts because they radically disrupt the ability of Artists to monetize their Creations and engage with Collectors, but it's imperative that every Auction Participant understands the risks of smart contract-enabled Auctions.



5. Unstoppable Auctions

Once an auction is initiated it cannot be stopped. If a Scheduled Auction is not cancelled before the established start time, the Scheduled Auction will automatically be initiated, and the auctioned works will be sold as long as the Starting Bid Price is met (or if any bid is received for Scheduled Auctions without a Starting Bid Price). Similarly, if a Reserve Auction is not cancelled before someone places a bid that satisfies the established Reserve Price, the Reserve Auction will automatically be initiated, and work will be sold even if there are no other bids placed.

6. Irrevocable Bids

Bids placed during a Scheduled or Reserve Auction are irrevocable. Bids will only be returned if a higher bid is placed. Auction Participants should thoroughly check every bid submitted during an Auction because an incorrect bid will be impossible to return.

7. Market Volatility and Network Failures

Cryptocurrencies are assets that often experiences periods of high price volatility. As a consequence, the blockchain can also experience significant periods of network congestion, slow to stagnant processing speeds, and unpredictable failures. Auction Participants understand and acknowledge that bids submitted during an Auction may change in market value through the duration of an Auction possibly at the significant expense of the bidding party, or may never be received or processed by the Auction Smart Contract due to network or smart contract failures.

D. Best Practices

Participants should follow these Auction best practices to reduce risks of initiating and participating in smart contract-enabled Auctions.

8. Ensure Accurate Input

Whether you are an Owner initiating a Scheduled or Timed Auction or an auction participant placing a bid on an Orica Item, you should always make certain that you are entering correct and accurate Bids, Starting Bid Prices, Reserve Prices, and other Auction parameters. Our smart contracts will not be able to recognize your mistake and you may be without a remedy if, for example, you accidentally placed an extremely high bid or sold a work at a disappointingly low price.

9. Enable and Monitor Notifications

All Auction Participants must enable and monitor their notifications to stay apprised of Auction updates. If you don't enable and actively monitor notifications you may, for example, miss an auction, lose an auction to a higher bidder without knowing, or be unable to accurately inform your Collectors about the developing status of your auction.



10. Don't Wait for the Buzzer

Our Auctions approximate time based on the average BSC block completion time instead of a fixed, off chain timer. Accordingly, timers are only approximations of time and subject to error. Auction participants should not wait until the last minute to place a bid on works and should consider paying additional gas fees to further ensure that a bid gets processed by the Auction Smart Contracts.

11. Keep Your Collectors Informed

Don't expect your Collectors or the art market at large to know exactly when your Auctions will take place. Be diligent in sharing accurate information about your Auctions to ensure maximum turnout.

12. Respect Other Auctions

Considering the irreversible and automatic nature of Smart Contracts, Owners need to be certain that the market has accurate and timely information about the existence or status of an Auction. All Users, whether participating in Auctions or not, are expressly forbidden from making any false or misleading public statement relating to the existence, timing, or status of another User's scheduled, anticipated, or ongoing Auction.

E. Compliance with our Terms and the Law

All Auction Participants must comply with these [Auction Terms of Use](#), our [Terms of Use](#), the [Community Guidelines](#) and the [Privacy Policy](#), and the [Copyright Community Guidelines](#) (collectively, "Terms"). Participants who violate any Terms may be removed from the Orica Platform, prosecuted by law enforcement, or suffer reputational harm within this tightly knit community of Artists and Collectors.

13. No Wash Trading, Market Manipulation, or Self-Bidding

Users are forbidden from engaging any deceptive conduct that may prevent competitive or fair bidding, artificially inflate or deflate the price of a work, simulate demand for a work (i.e, "wash trading"), or any other anticompetitive bidding conduct such as but not limited to "puffing," "chill bidding," "shill bidding," "sham bidding," or "sock puppet bidding." Owners are expressly forbidden from bidding or purchasing their own auctioned works, especially for the purpose of artificially influencing the price of the work.

Users agree to report suspicious market activity of other Auction Participants. If a User suspects that one or more Users are in violation of these Terms, the User should promptly inform the Orica team at office@orica.io.

14. No Attacking or Interfering with Smart Contracts

Users are forbidden from engaging in any attack, hack, denial-of-service attack, interference, or exploit of any Orica Smart Contract. Operations performed by a User that are technically permitted by an Orica Smart Contract may nevertheless be a violation of our Terms of Use and the law.



15. No Money Laundering or Terrorism Financing

Users are expressly forbidden from selling works, listing items for Auction, making bids during an auction, purchasing a work, or engaging in any other Marketplace transaction for the purpose of concealing economic activity, laundering money, or financing terrorism. For example, and without limitation, Users are forbidden from using the Platform and any Smart Contract to conceal or transfer proceeds or assets relating to criminal activity or to pay for an Item for any other reason than to obtain the Item. All Users expressly represent and warrant by performing transactions involving the Orica Site or Smart Contracts that their actions are legal in the jurisdiction from and to which they initiate the transaction.

16. Violation of Terms

Orica reserves the unilateral right to terminate a User's account, restrict a User's access to the Auctions, or otherwise limit any User's ability to use the Orica Platform for violation of these Terms. Orica has absolute and sole discretion to determine whether a User's conduct constitutes a violation of these Terms.

F. Disclaimers, Waivers, and Releases

17. Risk of Smart Contracts and Blockchain Technology

Orica Auctions utilize experimental Smart Contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky. Users acknowledge and agree that the Orica Smart Contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the BSC blockchain, which can adversely affect the Smart Contracts and may expose you to a risk of total loss, forfeiture of your digital currency or Orica Item(s), or lost opportunities to buy or sell Orica Item(s). Orica assumes no liability or responsibility for any such smart contract or related failures, risks, or uncertainties.

18. Risk of Participating in Auctions

Users hereby acknowledge and assume the risk of initiating, interacting with, participating in Auction transactions and take full responsibility and liability for the outcome of any transaction they initiate, whether the Smart Contracts, the Orica Site, or other market participants behave as expected or intended, or not. Users hereby represent that they are knowledgeable, experienced, and sophisticated in using blockchain technology, the Orica Site, and in initiating BSC-based transactions.

19. No Representations or Warranties

Orica makes no representation or warranties of any kind, express or implied, written or oral, made by or on behalf of Orica in connection therewith, including without limitation:

- a) any representation or warranty regarding the character, reputation or business practices of the



Creator;

- b) any representation or warranty with respect to intellectual property rights in any Item;
- c) any representation or warranty concerning the availability, accuracy, completeness, usefulness, or content of information;
- d) any representation or warranty of title, non-infringement, functionality, merchantability, usage, security, suitability, or fitness for a particular purpose, workmanship or technical quality of any Orica Item(s) or work, smart contract code, or software.; or
- e) any representation or warranty that the Service meets the User's requirements, will always be accessible, uninterrupted, timely, secure or operate without error or that defects will be corrected.

20. Liability Limitation

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF OUR COMPANY AND ITS AFFILIATES, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE TOTAL AMOUNT YOU PAID TO US IN FEES OVER THE PAST TWELVE (12) MONTHS.

In no event shall Orica, its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives be liable for contract, tort, or any type of damages, including indirect, special, incidental, consequential, exemplary or punitive damages arising out of or related to participation in or the outcome of a Marketplace transaction, arising from, or directly or indirectly related to the use of, or the inability to use, the Service or the content, materials and function related thereto, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales, or cost of substitute services, even if Orica or its representative or such individual has been advised or knew of the possibility of such damage.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If you are in such a jurisdiction, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted by applicable law. In no event shall the total liability of Orica to any User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the Terms or your use of the Service exceed, in the aggregate, \$100.00. Without limiting the foregoing, in no event shall Orica, its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives providing information on this Service have any liability for any damages or losses arising out our or otherwise incurred in connection with the loss of any data or information contained in your account or otherwise stored by or on behalf of Orica.

21. Modification

Orica has control over the look, feel, content, operations and evolution of the Platform, and may modify



the Platform and any content in our sole discretion. We may, at any time and without liability or prior notice, impose rules for and limits on use of the Platform or restrict your access to part, or all, of the Platform, or modify or discontinue all or part of the Platform (including access to the Platform via any third-party links). We have the right to change these rules and/or limitations at any time, in our sole discretion.

Orica reserves the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms and the Smart Contracts accessible through the Orica Site from time to time, without notice to You. The User agrees that such modifications do not alter any right or obligation conferred by these Terms.

The most current version of these Terms will be posted on the Site with the “Last Revised” date at the top of the Terms changed. Any changes or modifications will be effective immediately upon posting the revisions to the Site. The provisions contained herein supersede all prior notices or statements regarding our Terms with respect to this Service. You waive any right you may have to receive specific notice of such changes or modifications. We encourage you to check the Marketplace frequently to see the current Terms in effect and any changes that may have been made. By using the Marketplace following any modifications to the Terms you agree to be bound by the modifications.

22. Feedback

To contact us with ideas on how we can improve Orica, strengthen the community, or if you have any questions about our policies and guidelines, please email us at support@orica.io.

You may first want to check out our [Terms of Use](#), the [Privacy Policy](#), the [Community Guidelines](#) and the [Copyright Community Guidelines](#).

PLEASE SAVE A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE SITE WITH REASONABLE FREQUENCY FOR ANY CHANGES TO THESE TERMS.



Orica Community Guidelines

Version 1.2

Last updated: 15 December 2021

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A. Introduction

These Community Guidelines set forth the type of conduct and decorum expected from all participants of the Orica community. We want to build an ecosystem that empowers artists and collectors to connect with one another, collaborate, and participate in a new, natively digital art economy. In the interest of keeping this community an open environment and ensuring the growth of the Orica marketplace, these Community Guidelines are intended to help foster a Platform that can support all of us as creators, art enthusiasts, and friends.

These Community Guidelines, together with the [Terms of Use](#), the [Auction Terms of Use](#), and the [Privacy Policy](#), form the basic documents that govern the use of our Platform. Your use of the Orica Platform is strictly subject to these legally binding documents.

BY ACCESSING OR USING THE SITE, SERVICES, OR SMART CONTRACTS YOU ARE EXPRESSLY ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, YOU ARE PROHIBITED FROM ACCESSING, USING, OR TRANSACTING

ON THE SITE OR PLATFORM. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT ORICA IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS.

B. Conventionalities

1. Respect Other Community Members

In order to create a positive and engaging environment for users on the Orica Platform, we ask all users to treat each other with respect. A strong community is built on respect, so please keep all conversations civil and constructive. Our community is filled with Artists and Collectors who celebrate, inspire, and mentor creativity, talent, and innovation. Users may disagree with an idea, but keep all discourse civil, open-minded, and respectful, at all times.

2. Avoid Harassment, Hate Speech, and Violence

Do not harass, bully, impersonate, or intimidate anyone in the Orica community. We have a zero tolerance policy towards attacking or harassing a person or group based on race, ethnicity, national origin, religion, disability, disease, age, sexual orientation, gender, or gender identity. We will remove users who persistently harass, threaten violence, or use hate speech against other users or community members.

3. No Hate Speech, no Glorification of Extremism

Do not promote, support, or glorify hateful or extremist ideologies, such as white supremacist or other



terrorist groups. Do not use hate speech or symbols, like swastikas, the white power hand sign, racial slurs, or any other hateful factional or derisive signaling of any kind.

4. Resolve Your Own Personal Disputes

We encourage people to resolve their own personal disputes with other community members in a respectful, honest, and well-intentioned manner. In the interest of preserving an open, unbiased, and transparent community, the Orica Team will not involve itself or weigh in on or resolve interpersonal disputes or disagreements, Twitter wars, or debates about art or cryptocurrency.

5. Respect Privacy

Respect other people's privacy and protect your own. Do not publicly share private or personally identifying information. This includes, but is not limited to, personal contact details, contact addresses, and private correspondence, including private correspondence between you and the Orica team.

6. Respect Intellectual Property

Orica is a marketplace for authentic and original creations. Our Terms of Use expressly forbid the posting of unauthorized, copied, or otherwise unoriginal content. Orica Creators should especially refrain from posting, repurposing, or remixing the work of other Orica Creators without permission. If you are unsure as to whether or not a work is a prohibited reproduction of someone else's work, then do not tokenize it.

7. Monitor your Content

All Artists should monitor their own art for infringing content before minting a token to ensure the integrity and authenticity of the Marketplace. Our Terms of Use expressly require Artists to represent that their works contain no infringing or unauthorized material. We have no power to prevent an infringing work from being minted, but we do have the power to take down infringing works or remove artists from our community for repeatedly posting infringing content.

8. Respect the Artists

The artists are the ones who make the magic happen, so be respectful to all Orica Artists even if you are not a fan of their work. Orica community members are the new tastemakers of the digital art future, so it is completely fine (and encouraged!) to comment on or criticize Orica Artists or Artwork for the purpose of discussion. However, you should not publicly disparage or target a specific Artist with the intention of interfering with his or her ability to sell works, promote artwork, or receive a fair price for a particular transaction.

9. Protect Your Keys

Always protect your Binance private key and back it up somewhere offline. Orica team members will never



ask you for your private keys or any other personal info. If anyone asks you to send BSC or tokens, it's most likely a scam. Be smart and stay safe.

10. Do Not Spam

Orica is not a venue for you to post unsolicited or duplicate ads for products and services. You know what spamming is. Do not do it.

11. Do Not Hack

Orica uses decentralized technology such as Smart Contracts, but any technology carries a risk of exploitation. Users of the Orica Platform should never attempt to hack, circumvent, or spam the Orica Smart Contracts.

12. Keep the Marketplace Fair

The integrity of the Orica Marketplace depends on the honest, open, and fair market activity of all Users. Users are forbidden from engaging in sham transactions, wash trading, fraud, price pumping, price fixing, sham bidding, or any other type of market manipulation or anti-competitive conduct. Users are forbidden from, without limitation, selling works to themselves, creating fictitious accounts to bid on a work for the purpose of influencing its market price, or transferring works to other wallets controlled by the User or other conspirators to devalue or overvalue the work or works created by a particular creator.

13. Use the Marketplace for Artwork Transactions only

Orica is a place for artwork transactions, and not a place for illicit economic activity. Users are expressly forbidden from engaging into any transaction on the Orica Marketplace for the purpose of concealing economic activity not relating to creation-related transactions. For example, and without limitation, Users are forbidden from using the Orica Marketplace to launder money, conceal or transfer proceeds relating to criminal activity, or to make payments to people for consideration other than a Orica Creation.

14. Follow the Law

It is your responsibility to know your local laws and any other legal regulations that might apply to your participation in the Orica community. If you're wondering if it's illegal, then it probably doesn't have a place within Orica. We love creative freedom and have spent years building tools to support creative expression. Please don't use the Orica Platform for evil.

15. Join the Conversation.

Our [Discord](#) server is filled with artists and collectors that discuss artwork and techniques, suggest improvements to Orica, and engage in abstract conversations about the purpose of art. Maximize your involvement in this community by joining our Discord here.



16. Share, Link, and Provide Attribution

Sharing is caring. We believe that more eyes on Orica Artworks benefits the community as a whole. When sharing Orica Artworks online, you should always provide a link to the Artwork on the Orica website. This ensures that the artist will always receive recognition and credit for his or her creative efforts.

C. Violations

17. Penalties

We take enforcement seriously and prohibit anything that goes against our Terms of Use or these Guidelines, but we are not arbitrators of online disputes, disagreements, or arguments. Orica reserves the right to take any action that it may deem appropriate in response to a violation of its Community Guidelines, including by banning, removing, or restricting a User in any way it deems necessary.

18. Reporting

If you suspect that User(s) may be engaging in serious behavior that is in violation of these Guidelines or otherwise negatively impacts the community, please immediately contact us at support@orica.io.

19. Feedback

To contact us with ideas on how we can improve Orica, strengthen the community, or if you have any questions about our policies and guidelines, please email us at support@orica.io.

You may first want to check out our [Terms of Use](#), the [Privacy Policy](#), and the [Auction Terms of Use](#).

PLEASE SAVE A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE SITE WITH REASONABLE FREQUENCY FOR ANY CHANGES TO THESE TERMS.