



**KUNSTRAUM LLC
TERMS OF USE AGREEMENT**

Last Updated Date: July 5, 2021

PLEASE READ THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (“**USER**”) AND KUNSTRAUM LLC (“**KUNSTRAUM**,” “**COMPANY**,” “**WE**,” OR “**US**”).

SECTION 13 OF THIS AGREEMENT IS AN ARBITRATION CLAUSE THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED ON AN INDIVIDUAL, NON-CLASS ACTION BASIS THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE SECTION 13 FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE, AND HOW TO OPT OUT.

By accessing or using kunstraumluc.com, or any other website with an authorized link to this Agreement (“**Website**”), or by registering an account or accessing or using any content, information, services, features or resources available or enabled via the Website (collectively with the Website, the “**Services**”), clicking on a button or taking another action to signify your acceptance of this Agreement, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services. **Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.**

Your use of the Services is also subject to any additional terms, conditions and policies that we separately post on the Services (“**Supplemental Terms**”) which are incorporated by reference into this Agreement.

Subject to Section 13.9 of this Agreement, Kunstrum reserves the right to modify this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement or any applicable Supplemental Terms on the applicable Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

1. Registration.

1.1 Registering Your Account; Registration Data. When registering an account for the Services on the Website (“**Account**”) or by using a valid account on a social networking service (“**SNS**”) through which you have connected to the Website (“**Third-Party Account**”), you agree to provide only true, accurate, current and complete information requested by the registration form (the “**Registration Data**”) and to promptly update the Registration Data thereafter as necessary. You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by minors



and other unauthorized users and agree not to share your Account or password with anyone. You further agree to notify Kunstraum immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You agree not to create an Account using a false identity or alias or if you previously have been banned from using any of the Services. You further agree that you will not maintain more than one Account for the same Kunstraum service at any given time. Kunstraum reserves the right to remove or reclaim any usernames at any time and for any reason. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of Kunstraum.

1.2 Access through a SNS. If you access the Services through a SNS as part of the functionality of the Website, you may link your Account with Third-Party Accounts, by allowing Kunstraum to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Kunstraum and/or grant Kunstraum access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Kunstraum to pay any fees or making Kunstraum subject to any usage limitations imposed by such third-party service providers. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Services. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND KUNSTRAUM DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

2. Order Process.

2.1 Order Acceptance. Each part of any order that you submit to Kunstraum constitutes an offer to purchase. If you do not receive a message from Kunstraum confirming receipt of your order, please contact our Customer Service department before re-entering your order. Kunstraum's confirmation of receipt of your order does not constitute Kunstraum's acceptance of your order. Kunstraum is only deemed to have accepted your order once (i) the product(s) you ordered have been shipped (the "**Product**"). If you do not receive an email from Kunstraum confirming receipt of an order that you placed, please contact Kunstraum at nadja@kunstrauml.com before you attempt to place another order.

2.2 Order Issues. Although we strive to accept all valid orders, Kunstraum reserves the right to deny any order for any reason, including if: (i) we discover an error in pricing and/or other information about the Product or receive insufficient or erroneous billing, payment, and/or shipping information, (ii) we suspect an order has been placed using stolen payment card information or otherwise appears to be



connected to fraud, or (iii) the ordered Product is unavailable due to discontinuance or otherwise. We may also refuse any order that is connected with a previous payment dispute.

2.3 Order Cancellation. If any Product is discontinued or otherwise becomes unavailable, Kunstraum reserves the right to cancel your order and provide you a refund for the amount paid for the Product.

2.4 Restrictions on Resale. To protect the intellectual property rights of Kunstraum and its licensors and suppliers, any resale of Products for personal and/or business profit is strictly prohibited. Kunstraum reserves the right to decline any order that we deem to possess characteristics of reselling.

3. Fees and Purchase Terms.

3.1 Payment. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Kunstraum with valid payment information in connection with your orders. By providing Kunstraum with your payment information, you agree that (i) Kunstraum is authorized to immediately invoice your Account for all fees and charges due and payable to Kunstraum hereunder, (ii) Kunstraum is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services), and (iii) no additional notice or consent is required for the foregoing authorizations. You agree to immediately notify Kunstraum at nadja@kunstraumllc.com of any change in your payment information, or regarding any billing disputes.

3.2 Shipping and Taxes. All prices are exclusive of shipping and insurance and installation charges, all of which are User's sole responsibility. All prices are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now and hereafter claimed or imposed by any governmental authority upon the sale or delivery of the Products ("**Taxes**"), and any related penalties and interest. Any such charges will be added to the price or subsequently charged to the User, unless Kunstraum receives a valid tax exemption certification from User prior to shipment. Purchaser shall be responsible for payment of all such Taxes. In the event Kunstraum is required to pay any such tax, duty or charge, User will promptly reimburse Kunstraum.

3.3 Refunds. Except as set forth in Section 2.3, all fees are non-refundable.

3.4 Discounts and Promo Codes. We may, in our sole discretion, create discounts and promotional codes that may be redeemed for credit in your Account, or other features or benefits, subject to any additional terms that we establish on a per promotional code basis ("**Promo Codes**"). Promo Codes may only be used once per person. Only Promo Codes sent to you through official Kunstraum communications channels are valid. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to us; (iv)



may only be used pursuant to the specific terms that we establish for such Promo Code; (v) are not redeemable for cash; and (vi) may expire prior to your use.

3.5 Third-Party Payment Processor. Kunstraum uses PayPal, Inc. (“**PayPal**”) as its third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By using the Website to make orders, you agree to be bound by PayPal’s Privacy Policy: <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>, and hereby consent and authorize Kunstraum and PayPal to share any information and payment instructions you provide with one or more third party service provider(s) to the minimum extent required to complete your transactions and fulfill your orders.

4. Ownership of and License to Use the Services.

4.1 Use of the Services. Kunstraum and its suppliers own all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws throughout the world. Subject to this Agreement, Kunstraum grants you a limited license to use the Services solely for your personal non-commercial purposes. Any future release, update or other addition to the Services shall be subject to this Agreement. Kunstraum, its suppliers and service providers reserve all rights not granted in this Agreement.

4.2 Trademarks. Kunstraum's stylized name and other related graphics, logos, trademarks, service marks and trade names used on or in connection with the Services are the property of Kunstraum and may not be used without our written permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

4.3 Feedback. You agree that your submission of any ideas, suggestions, documents, and/or proposals to Kunstraum (“**Feedback**”) is at your own risk and that Kunstraum has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Kunstraum the right to use any Feedback in any way at any time without any additional approval or compensation.

5. Restrictions on Use of Services. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not frame or use framing techniques to enclose any trademark, service mark, logo or Services (including images, text, page layout or form) of Kunstraum; (c) you shall not use any metatags or other “hidden text” using Kunstraum's name, service marks, or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from the



Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Services to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (i) you shall not interfere with or attempt to interfere with the proper functioning of the Services or use the Services in any way not expressly permitted by this Agreement; and (j) you shall not attempt to harm our Services, including but not limited to, by violating or attempting to violate any related security features, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing”, or “crashing” the Services. Any unauthorized use of the Services terminates the licenses granted by Kunstraum pursuant to this Agreement.

6. Third Party Links. The Services may contain links to third-party services, such as third-party websites or ads (“**Third-Party Links**”). When you click on such a link, we will not warn you that you have left the Services. Kunstraum does not control and is not responsible for Third-Party Links. Kunstraum provides these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Third-Party Links is at your own risk.

7. Indemnification. You agree to indemnify and hold Kunstraum, its corporate parents, subsidiaries, and affiliates, and the officers, directors, employees, agents, representatives, partners and licensors of each (collectively, the “**Kunstraum Parties**”) harmless from any damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any claims concerning: (a) Your Content; (b) your misuse of the Services; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. Kunstraum reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Kunstraum in asserting any available defenses. This provision does not require you to indemnify any of the Kunstraum Parties for any unconscionable commercial practice by such party or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact. You agree that the provisions in this section will survive any termination of your Account, this Agreement or your access to the Services.

8. Disclaimer of Warranties and Conditions. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES AND ANY PRODUCTS OFFERED THROUGH THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES AND ANY PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE KUNSTRAUM PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES AND PRODUCTS. KUNSTRAUM PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES OR ANY PRODUCTS WILL MEET YOUR REQUIREMENTS; (2) THE INFORMATION, CONTENT, AND DATA ON THE SERVICES ARE ACCURATE, COMPLETE, OR CURRENT; (3) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (4) ANY ERRORS IN THE SERVICES OR PRODUCTS WILL BE CORRECTED; (5) YOUR USE OF THE SERVICES WILL NOT EXPOSE YOUR HARDWARE OR NETWORKS TO ADDITIONAL SECURITY RISK; OR (6) THE SERVICES WILL BE COMPATIBLE WITH YOUR DEVICES. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICES.

DESCRIPTIONS, IMAGES, REFERENCES, FEATURES, CONTENT, SPECIFICATIONS, PRODUCTS, PRICES, AND AVAILABILITY OF ANY PRODUCTS ARE SUBJECT TO CHANGE WITHOUT NOTICE. OUR CURRENT PRICES CAN BE FOUND ON THE SERVICES. WE MAKE REASONABLE EFFORTS TO ACCURATELY DISPLAY THE ATTRIBUTES OF OUR PRODUCTS, INCLUDING THE APPLICABLE COLORS; HOWEVER, THE ACTUAL COLOR YOU SEE WILL DEPEND ON YOUR COMPUTER SYSTEM, AND WE CANNOT GUARANTEE THAT YOUR COMPUTER WILL ACCURATELY DISPLAY SUCH COLORS. THE INCLUSION OF ANY PRODUCTS ON THE SERVICES AT A PARTICULAR TIME DOES NOT IMPLY OR WARRANT THAT THESE PRODUCTS WILL BE AVAILABLE AT ANY TIME.

9. Limitation of Liability.

9.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL KUNSTRAUM PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT KUNSTRAUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR INTERACTIONS WITH OTHER USERS OF SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON SERVICES; OR (5) ANY OTHER MATTER RELATED TO SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A KUNSTRAUM PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A KUNSTRAUM PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A KUNSTRAUM PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

9.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL KUNSTRAUM PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO KUNSTRAUM BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES;



OR (C) ONE HUNDRED DOLLARS (\$100). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A KUNSTRAUM PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A KUNSTRAUM PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A KUNSTRAUM PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

9.3 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN KUNSTRAUM AND YOU.

10. Claims of Copyright Infringement. Kunstrraum respects the intellectual property of others and asks that Users do the same. If you believe content posted on the Services infringes your copyright rights, and wish to have the allegedly infringing content removed, please contact nadja@kunstrauml.com.

11. Termination. At its sole discretion, Kunstrraum may modify or discontinue the Services, or may modify, suspend or terminate your access to the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Services, Kunstrraum reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Services is terminated, this Agreement will remain enforceable against you and unpaid amounts you owe to Kunstrraum for Products purchased will remain due.

12. International Users. The Services are controlled and offered by Kunstrraum from its facilities in the United States of America. Kunstrraum makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

13. Dispute Resolution. *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Kunstrraum and limits the manner in which you can seek relief from us.*

13.1 Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Kunstrraum, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify,; and (2) you or Kunstrraum may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

13.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent: Registered Agents Inc., 90 State Street, Suite 700, Office 40, Albany, New York 12207. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims,



counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Kunstraum will pay them for you. In addition, Kunstraum will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

13.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Kunstraum. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

13.4 Waiver of Jury Trial. YOU AND KUNSTRAUM HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Kunstraum are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 13.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

13.5 Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that



applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of New York. All other disputes, claims, or requests for relief shall be arbitrated.

13.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: nadja@kunstrauml.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Kunstraum username (if any), the email address you used to set up your Kunstraum account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

13.7 Severability. Except as provided in Section 13.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

13.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Kunstraum.

13.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Kunstraum makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Kunstraum at the following address: Kunstraum LLC, 20 Grand Ave, #402, Brooklyn, NY 11205.

14. General Provisions.

14.1 Electronic Communications. The communications between you and Kunstraum may take place via electronic means, whether you visit Services or send Kunstraum e-mails, or whether Kunstraum posts notices on Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Kunstraum in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Kunstraum provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign").

14.2 Release. You hereby release Kunstraum Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Users, first responders or medical personnel of any kind arising in connection with or as a result of the Agreement or your use of Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the



creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Kunstraum Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with any Services provided hereunder.

14.3 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Kunstraum’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

14.4 Force Majeure. Kunstraum shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

14.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Services, please contact us at: Kunstraum LLC, 20 Grand Ave, #402, Brooklyn, NY 11205 or nadja@kunstraumllc.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

14.6 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Kunstraum agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Kings County, New York.

14.7 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

14.8 Notice. Where Kunstraum requires that you provide an e-mail address, you are responsible for providing Kunstraum with your most current e-mail address. In the event that the last e-mail address you provided to Kunstraum is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Kunstraum’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Kunstraum at the following address: Kunstraum LLC, 20 Grand Ave, #402, Brooklyn, NY 11205. Such notice shall be deemed given when received by Kunstraum by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.



14.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

14.11 Export Control. You may not use, export, import, or transfer Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Services, and any other applicable laws. In particular, but without limitation, Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Services, you represent and warrant that (y) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Kunstraum are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Kunstraum products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

14.12 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

14.13 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.