

POLICIES

WEBSITE TERMS OF USE

ACCEPTANCE OF THE TERMS OF USE

We present the terms of use of the website of THE OPEN CRATE FZ LLC, a/k/a The Open Crate a/k/a TOC ("Company", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of www.theopencrate.com, including any content, functionality and services offered on or through www.theopencrate.com, and any successor website (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy ("Privacy Policy"), our Copyright Policy ("Copyright Policy"), and our License Agreement (if applicable) ("License Agreement") incorporated herein by reference. If you do not agree to these Terms of Use, the Privacy Policy, the Copyright Policy, and the License Agreement, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

USER ELIGIBILITY

By using the Service, you warrant that:

- You are at least eighteen (18) years of age.
- You have full authority and capacity to use the Service and to agree to be bound by these Terms.

WEBSITE TERMS OF USE

By using the Service, you warrant that:

- You attest that agreeing to these Terms will not violate any other agreement to which you are bound.
- You are using the site as a private individual for private use, and not on behalf of or representing any form of a commercial entity, corporation or other business organization, except with our express consent.
- You are not a competitor of The Open Crate and that you are not using the service for reasons that may be in direct competition with The Open Crate.
- You have never been convicted of a felony.
- You have never been required to or are not currently registered as a sex offender with any government entity.
- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.
- You agree to report any violation of this agreement by yourself or conducted through your account.
- Use a primary email address for your account that is one you normally use to conduct your affairs, and not one established primarily for using our Services;
- Provide accurate information to us and keep it updated.
- Use the Services for the purposes we intended.
- Use the Services in an honest, courteous and professional manner.
- You are at least eighteen (18) years of age.
- You have full authority and capacity to use the Service and to agree to be bound by these Terms.

CHANGES TO THE TERMS OF USE

We reserve the right to modify this Agreement at any time by the revised Agreement by sending the revised agreement via email. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Website thereafter means that you accept those changes. You are therefore advised to check emails sent to you from The Open Crate frequently so you are aware of any changes, as they are binding on you.

However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is sent via email.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or material we provide

WEBSITE TERMS OF USE

on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by International copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

WEBSITE TERMS OF USE

These Terms of Use permit you to use the Website for your personal, non-commercial use only unless you are an authorized user and have agreed separately to the terms of our License Agreement with regard to your use of the Website and any other terms and conditions as an authorized user. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- You may exercise any rights granted to you as an authorized user and in accordance with the License Agreement.
- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print copies of pages of the Website for your own personal, use and not for further reproduction, publication or distribution without our approval.

You must not:

- Modify copies of any materials from this Website.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website unless otherwise permitted as an authorized user and in accordance with the terms of the License Agreement.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

TRADEMARKS

The Company name, the terms 'The Open Crate', 'TOC', the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

WEBSITE TERMS OF USE

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- Use or attempt to use another's account.
- Allow another person to use your account, except under The Open Crate issued logins.
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work).
- Disclose the personal information of any person, including another person's address, phone number, email address, financial information or any information that can be used to track, contact or impersonate another person.
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Violate the intellectual property or other rights of The Open Crate, including, without limitation, using the word The Open Crate, TOC or Our logo in any business name, email, or URL except as allowed by our express written permission.
- Creating or operate a pyramid scheme, fraud or other similar practice.
- Copy or use the information, content or data of others available on the Services (except as expressly authorized).
- Copy or use the information, content or data on our Services in connection with a competitive service, as determined in our sole discretion.

WEBSITE TERMS OF USE

- Copy, modify or create derivative works of The Open Crate, the Services or any related technology except as expressly authorized by us.
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof.
- Imply or state that you are affiliated with or endorsed by The Open Crate without our express consent.
- Share or disclose information of others without their express consent;
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages,
- Monitor the Services' availability, performance or functionality for any competitive purpose.
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services.
- Access the Services except through the interfaces expressly provided by The Open Crate such as its mobile applications and theopencrate.com.
- Override any security feature of the Services.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

TERMS OF USE

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

WEBSITE TERMS OF USE

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot ensure prompt and immediate removal of objectionable material on the Website after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

COPYRIGHT INFRINGEMENT

If you believe that any User Accounts violate your copyright, please see our Copyright Policy for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials provided by you or any other third party to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by auction houses, art dealers, gallerists, private collectors and/or cultural institutions and/or third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials.

These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

While we try to make sure that the Services are available for your use 24 hours a day, 7 days a week, except for planned maintenance and emergency situations, we do not promise that the

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Services are available at all times nor do we promise the uninterrupted use by you of the Services.

Available content can be subjective and is subject to change with time. It is provided for reference purposes only. It does not constitute technical, financial or legal advice or any other type of advice and is not intended, nor should it be used, as a substitute for professional advice.

Whilst reasonable efforts are made to ensure that the Content is accurate and up to date, you should obtain independent financial, tax, legal, art or other advice (as appropriate) before relying upon any piece of information for use in any investment or transaction decision or in any other circumstances where loss or damage may result. Any reliance that you may place on the information provided pursuant to the Services is at your own risk.

The following applies to the available content ("Databases"):

- We do not warrant that it includes all available market data. We will take reasonable steps to keep this information up-to-date although they can be subject to change without notice.
- The databases relies on the information and content made available to us from the User, or any third party, and we cannot be responsible for any errors in or omissions in such information.
- The Databases lists the price and details reported by the auction house, with an indicator specifying whether it is the hammer price or the price that includes buyer's premium. We do not alter the prices published by the auction houses in any way.
- The provisions of this paragraph are supplemental to the Terms and are not intended to limit them in any way.

SUBSCRIPTIONS AND PAYMENT

Access to The Open Crate Software is only available to subscribers. There is a choice of plans available. Pricing and other terms applicable to each plan can be found on your invoice or previously sent to you via email. Should you wish to be sent with different pricing plans email your allocated team member or info@theopencrate.com.

The Pricing Terms are deemed incorporated into these terms. If you subscribe for the TOC the following applies:

- You agree to pay the full amount of the subscription price set out in the Pricing Terms for any purchase made by you or anyone using your account.
- You agree to provide accurate and complete registration information and to inform us of any changes to that information.
- You represent and warrant that you are over 18 years of age and able to enter into a valid and binding agreement with us.

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- The number of users allowed to use the account set out in the Pricing Terms.
- Each user is required to create a unique username and password. You agree that you are responsible for keeping your password and other account details confidential. Multiple user access through a single username is not permitted. You are responsible for preventing such unauthorised use.
- If you have purchased a monthly or annual plan the full subscription price for the plan period will have to be paid at the time of registration.
- All prices are exclusive of sales, use, purchase, turnover tax, transfer, value-added or other taxes and duties as may be applicable in any relevant jurisdiction (international, national, state or local) ("Sales Tax") (if any) and is to be construed as a reference to that amount plus any Sales Tax in respect of it. If we make an error in the amount of Sales Tax collected we reserve the right to process an additional charge in the amount of the properly chargeable Sales Tax.
- The Open Crate fees are non-refundable under all circumstances, including but not limited to your account being terminated by The Open Crate or yourself.

* Reasonable phone and email support for the TOC is available depending on your subscription plan (please refer to p.29). Support may be unavailable or available only for reduced hours during local public holidays. For assistance with technical issues or customer support inquiries connected to any other Services please send an email to info@theopencrate.com

CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

LINKS FROM THE WEBSITE

The Website contains links to other sites and resources provided by third parties; these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Some of the services may be dependent on or interoperate with platforms and services owned and operated by third parties (each a "Third Party Service"). Those Third Party Services may require you to register with the Third Party Service and provide certain information. Additionally, the Sites may contain hyperlinks or references to Third Party Services. The Third Party Services may provide us with certain additional information about you, which may include personally iden-

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-tifiable information, including, but not limited to your email address, location, preferences and usage data, all of which is subject to the Terms. Any such hyperlinks or references are provided for your convenience only. We have no control over the Third Party Services and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any Third Party Services does not mean that we endorse the Third Party Services or products. Your use of the Third Party Services may be governed by the terms and conditions of that third party site.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY WHATSOEVER FOR GOODS OR SERVICES YOU OBTAIN THROUGH THIRD PARTY SERVICES OR OTHER WEBSITES, WEB PAGES, APPLICATIONS AND PLATFORMS (EVEN IF ACCESSED WITHIN, THROUGH OR IN CONNECTION WITH THE SERVICES), AND ANY SUCH PURCHASES ARE SUBJECT TO THEIR RESPECTIVE TERMS AND CONDITIONS OF USE. YOU ACKNOWLEDGE AND AGREE THAT PRODUCT/SERVICE SPECIFICATIONS AND OTHER INFORMATION HAVE EITHER BEEN PROVIDED BY THE APPLICABLE THIRD PARTIES OR COLLECTED FROM PUBLICLY AVAILABLE SOURCES AND WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY SUCH INFORMATION. ACCORDINGLY, WE ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY TRANSACTION WITH ANY OF THESE THIRD PARTIES AS SAME IS CONDUCTED AT YOUR SOLE RISK. FURTHER, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE ANY SUCH THIRD PARTY, AND YOU IRREVOCABLY WAIVE ANY CLAIM AGAINST US OR OUR AFFILIATES WITH RESPECT TO ANY SUCH TRANSACTION. WE ARE NOT RESPONSIBLE FOR ASSISTING YOU IN CORRECTING ANY PROBLEM YOU MAY EXPERIENCE WITH GOODS AND SERVICES PURCHASED THROUGH THIRD PARTY SERVICE PROVIDERS, EVEN IF THE GOODS OR SERVICES ARE ACCESSED WITHIN, THROUGH OR IN CONNECTION WITH THE SERVICES. WE CANNOT ENSURE THAT YOU WILL BE SATISFIED WITH ANY PRODUCTS OR SERVICES THAT YOU PURCHASE FROM ANY THIRD-PARTY OPERATIONAL SERVICE PROVIDER AS THOSE ARE OWNED AND OPERATED BY INDEPENDENT ENTITIES. CUSTOMER SERVICE ISSUES RELATED TO GOODS OR SERVICES SHOULD BE DIRECTED TO THE RELEVANT THIRD PARTY OPERATIONAL SERVICE PROVIDER.

The Open Crate' tools and services are constantly changing, so you may see features come and go as we continue to improve our experience and services. At times, we may need you to agree to special terms for certain features.

WEBSITE TERMS OF USE

When you register to our site, you authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our Privacy Policy as part of providing our Services (collectively, such information is Your "Profile," "Collections," and "Posts"). We may use your information to analyze, sort, and present certain information, goods, features, or services to you.

The methodology we use to determine which offers, services, analysis, or other information is presented or highlighted is proprietary and we may elect to consider, ignore, emphasize, or de-emphasize certain factors in our sole and absolute discretion.

Links to or Connections with Third Party

Our Services or communications to you may contain third party content or links to third party sites, applications or services (collectively, "Third Party Content"). Our Services may also include features that allow you to connect your Open Crate account with accounts or services provided by third parties, including but not limited to accounts you maintain with social media platforms (collectively, "Third Party Services"). We do not control, maintain, or endorse the Third Party Content or Third Party Services, and we are not responsible or liable for any Third Party Content or Third Party Services, including any damages, losses, failures, or problems caused by, related to, or arising from Third Party Content or Third Party Services. Your interactions and business dealings with the providers of the Third Party Content or Third Party Services, including products or services offered by such third parties, are solely between you and the third party. You should review all of the relevant terms and conditions associated with Third Party Content or Third Party Services, including any privacy policies and terms of service. We are not responsible for any information that you agree to share with third parties in connection with Third Party Content or Third Party Services.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PRO-

WEBSITE TERMS OF USE

-PRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE. OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

WEBSITE TERMS OF USE

INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, applications, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the United Arab Emirates without giving effect to any choice or conflict of law provision or rule (whether of the United Arab Emirates or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United Arab Emirates although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

If a court with authority over this Agreement finds any part of it not enforceable, The Open Crate and You agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, The Open Crate and You agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services. Terms.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

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WAIVER AND SEVERABILITY

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

The Terms of Use, the Copyright Policy, the Privacy Policy, the License Agreement and any terms of sale set forth on our Website constitute the sole and entire agreement between you and THE OPEN CRATE FZ LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

This website is operated by THE OPEN CRATE FZ LLC located at Level 14, Boulevard Plaza Tower 1, Sheikh Mohammed Bin Rashid Boulevard Downtown Dubai, United Arab Emirates. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@theopencrate.com.

LICENSE AGREEMENT

The Open Crate software (theopencrate.com) are licensed, not sold, to you ("You" or "Your") on a subscription basis and under the terms of this software application license agreement ("Agreement"), made between You and THE OPEN CRATE FZ LLC ("Company"), as set forth below. By signing the contract/proposal, paying the subscription fee, or using the Website theopencrate.com, You indicate your assent to the Agreement.

LICENSE AGREEMENT

1 OWNERSHIP OF THE WEBSITE

1.1 The Company owns title to and all rights, including any and all copyrights, trademarks, trade secrets, patents, or other intellectual property, of the Website theopencrate.com.

1.2 You acknowledge and agree that the Website theopencrate.com. are comprised of the Company's trade secrets and other proprietary or confidential information.

2 LICENSE

2.1 The Company hereby grants You a non-exclusive, non-transferable license to use the Website theopencrate.com limited by the terms and conditions of this paragraph and Your applicable subscription pricing plan.

2.2 You agree not to:

2.2.1 assign, delegate, or transfer the rights or obligations under this Agreement to any other third party;

2.2.2 modify, translate, reverse engineer, or disassemble the Website theopencrate.com or any portion thereof;

2.2.3 sell, rent, transfer, lease, or sub-license the Website theopencrate.com or any portion thereof, or the rights, obligations, and license granted hereunder to any third party;

2.2.4 copy and create derivative works from the Website theopencrate.com or any portion thereof, including but not limited to its source code, images, text, or design;

2.2.5 distribute the Website theopencrate.com or any portion thereof in violation of this Agreement;

2.2.6 use the Website Website theopencrate.com to engage in or further any illegal activity;

2.2.7 use the Website theopencrate.com to violate any legal right of any third party, including but not limited to copyright, trademark, right of publicity, privacy, or other intellectual property right;

2.2.8 use the Website theopencrate.com to harass, intimidate, or defame any third party; and

2.2.9 otherwise use the Website theopencrate.com in violation of any provision in this Agreement.

3 OWNERSHIP OF IMPORTED CONTENT; YOUR WARRANTIES

3.1 The Website allow You to access and use images, text, and other data ("Imported Content") on the Website. Imported Content is encrypted using an SSL connection and stored on third party servers.

3.2 You represent and warrant that You own, control, have legal access to and/or right to use any and all Imported Content provide by You to The Open Crate team member in charge of your account. In the event, the title, ownership rights and/or intellectual property rights to Imported Content is the property of any third party, You represent and warrant You have the right to use and to license such Imported Content in connection with Your use of the Website.

LICENSE AGREEMENT

3.3 Whether You are the owner of the Imported Content or the Imported Content is owned by a third party, You hereby grant the Company a non-exclusive license to use, store, copy, modify, distribute, publicly perform, publicly display, and make derivative works from Imported Content, in perpetuity and worldwide solely for the purpose of operating, developing, providing and using the Company website. Nothing in this Agreement shall restrict other legal rights the Company may have to Imported Content, for example under other licenses.

3.4 You agree that You will not modify, display, distribute, or otherwise use Imported Content in any way that infringes on any third party rights, including intellectual property rights.

3.5 The Company reserves the right to remove or modify Imported Content for any reason; including Imported Content that Company believes violates this Agreement or our policies.

3.6 Following termination or deactivation of your subscription, or if you remove any Imported Content from the Website, the Company may retain Your Imported Content for a reasonable period of time for backup, archival, or audit purposes. Furthermore, the Company and its users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of Your Imported Content that other users have stored or shared through the Website.

4 ROYALTIES

4.1 You agree to pay a subscription fee as further described on our contract/proposal, and in conjunction with the terms and conditions therein, to license the Website under the terms and conditions of this Agreement.

5 PAYMENT

5.1 The Company accepts the following forms of payment: Cheque, Bank Transfer or cash.

5.2 You acknowledge and agree that, if you have a 12months subscription signed by contract and do not express the need to cancel it before its expiration according to the instructions in the relevant initial contract concerning your subscription, and you will be billed for the applicable amount as set forth in such initial contract.

5.3 You agree that you will pay for the subscription and any applicable taxes or duties in full, and that you allow the Company to charge any additional fees accrued by Your account. You are responsible for providing a valid form of payment and making timely payments.

6 NO REFUNDS

6.1 All subscriptions and services provided by THE OPEN CRATE FZ LLC are non-refundable.

LICENSE AGREEMENT

7 COMPANY'S DISCLAIMER OF WARRANTIES

7.1 You agree that the use of the Website and its services is solely at your own risk.

7.2 The Company offers the Website "as is." The Company, and its affiliates, employees or agents, disclaim all warranties and conditions with respect to the Website, express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, and non-infringement of third party rights. The Company does not warrant against and will not be held liable for, regardless of the cause or duration, any errors, inaccuracies, incompatibilities, failures, system crashes or omissions in the running of the Website on one or more of Your laptop or other applicable electronic device.

8 LIMITATION OF LIABILITY

8.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, AND DATA, BUSINESS INTERRUPTION OR OTHER COMMERCIAL LOSSES RESULTING FROM USE OF OR INABILITY TO USE THE WEBSITE OR ANY RELATED SERVICES.

9 TERM AND TERMINATION

9.1 This Agreement shall commence upon Your assent and continue until terminated by either You or the Company. You may terminate this Agreement at any time by deleting and/or destroying the Website and any copies thereof // by sending a document sent and signed by You to THE OPEN CRATE FZ LLC team assigned to your account officially asking to delete your account on the-opencrate.com. The Company may terminate this Agreement at any time and all rights or licenses granted hereunder at its sole discretion.

9.2 Termination of this Agreement may result in deactivation of Your account. You understand that if Your account is deactivated, You may not be able to access or remove any content.

10 INDEMNIFICATION

You agree to indemnify and hold THE OPEN CRATE FZ LLC, its members, managers, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

LICENSE AGREEMENT

11 GOVERNING LAW

This Agreement, the entire relationship between You and the Company, and any dispute arising between You and the Company (whether based in contract, tort, law or equity) shall be governed by and construed in accordance with the substantive laws of the United Arab Emirates without regard to its conflicts of law principles.

12 SEVERABILITY

If a provision of this Agreement is held unenforceable or invalid, such provision shall be struck and not affect the validity of any other provision in the Agreement.

13 ARBITRATION

13.1 You and the Company ("Parties") shall first attempt to resolve any and all disputes arising out of or in connection with this Agreement by amicable negotiations.

13.2 If either Party gives written notice (the "Written Notice") to the other Party that a dispute has arisen, and the Parties are unable within sixty (60) days of the Written Notice to resolve the dispute, then, upon notice by either Party to the other, any disputes shall be finally resolved by arbitration in accordance with the rules of the Dubai International Arbitration Centre.

13.2.1 The number of arbitrators shall be one (1).

13.2.2 The place of arbitration shall be the United Arab Emirates.

13.2.3 The language of the arbitration shall be in English.

13.3 If You have a dispute with a third party regarding Website/Software, You hereby release the Company, its members, managers, agents, subsidiaries, joint ventures and employees, from claims, demands and damages arising out of or in any way connected with such disputes.

14 MODIFICATIONS TO THIS AGREEMENT

14.1 The terms of this Agreement will govern any upgrades provided by the Company that replace and/or supplement the Website, unless such upgrade is accompanied by a separate license agreement in which case the terms of that agreement will govern.

14.2 You agree that the Company may modify this Agreement at its sole discretion.

PRIVACY POLICY

THE OPEN CRATE FZ LLC ("Company" or "We") respects your privacy and is committed to protecting it through our compliance with this policy. We at The Open Crate created this Privacy Policy because we know that you care about how your information is collected, used, shared and retained. The Open Crate is a private platform tailored for collectors and their collections. The Open Crate was designed to help collectors see their collections in a beautiful and easy visual way, to browse your collection(s) and interact with The Open Crate team. We may share your information with your consent (for museum loans) and we will always let you know when we make significant changes to our Privacy Policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website www.theopencrate.com (our "Website"), and any mobile and/or desktop applications you download from our Website or other sources, and our practices for collecting, using, maintaining, protecting and disclosing that information.

MAINTAINING YOUR TRUST IS OUR TOP PRIORITY, SO WE ADHERE TO THE FOLLOWING PRINCIPLES TO PROTECT YOUR PRIVACY:

We protect your personal information and will only provide it to third parties: (a) with your consent; (b) where it is necessary to carry out your instructions; (c) as reasonably necessary to provide our features and functionality to you; (d) when we reasonably believe it is required by law, subpoena or other legal process; or (e) as necessary to enforce our User Agreement or protect the rights, property, or safety of The Open Crate, our Members and Visitors.

We have implemented appropriate security safeguards designed to protect your information in accordance with industry standards.

This Privacy Policy applies to The Open Crate and the The Open Crate Website. Our Privacy Policy applies to any Member or Registered User.

This policy applies to information we collect:

- on this Website.
- in e-mail, text and other electronic messages between you and this Website.

It does not apply to information collected by:

- us offline or through any other means, including on any other website operated by Company or any third party; or
- any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Website.

PRIVACY POLICY

CHILDREN UNDER THE AGE OF 18

Our Website is not intended for children under 18 years of age. No one under age 18 may provide any information to or on the Website. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on this Website or on or through any of its features, register on the Website, make any purchases through the Website, or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information.

A. INFORMATION WE COLLECT ABOUT YOU AND HOW WE COLLECT IT

We collect personal information from and about users of our Website. This personal information we collect includes the kinds described below:

Personal information you give us when you use our Website:

- Identifying information such as your name, address, telephone number, postal address and e-mail address.

We also collect information about your interaction with our Website. This is typically information we receive from your computer or other devices, including your mobile devices. This includes:

- Device ID or unique identifier, device type, unique device token

Website users.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses and information collected through cookies, web beacons and other tracking technologies.

Information You Provide to Us. The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our Website.
- Records and copies of your correspondence (including e-mail addresses), if you contact us.
- Your search queries on the Website
- Feedback you provide to us.
- You also may provide information to be published or displayed (hereinafter, "posted") on the Website, or transmitted to other users of the Website.

PRIVACY POLICY

Although we limit access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User logins. Therefore, we cannot and do not guarantee that your User Account will not be viewed by unauthorized persons.

When providing us with the content of your collection or when we gather information about your collection you grant us a non-exclusive, worldwide, perpetual irrevocable, royalty-free, sub-licensable right to (and to permit users and other third parties to) exercise any and all copyright, trademarks, database rights and other intellectual property rights you have in the content, in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights or any other intellectual property or publicity rights against us, our sublicensees, or our assignees. Usage Details, IP Addresses And Cookies, and Other Tracking Technologies. As you navigate through and interact with our Website, we may automatically collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system and browser type.

The information we collect automatically is statistical data, and does not identify any individual. It helps us to improve our Website and to deliver a better and more personalized service by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies.

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- “Google Analytics”. We use this, and may use other analytics tools, to collect information about use of the Website. Google Analytics collects information such as how often users visit this Website what pages they visit when they do so, and what other sites they used prior to coming to this Website. We use the information we get from Google Analytics to maintain and improve the Website and our products. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Google’s ability to use and share information collected by Google Analytics about your visits to this Website is restricted by the Google Analytics Terms of Service, available at <http://www.google.com/analytics/terms/us.html>, and the Google Privacy Policy, available at <http://www.google.com/policies/privacy/>. You may learn more about how Google collects and processes data specifically in connection with Google Analytics at <http://www.google.com/policies/privacy/partners/>. You may prevent your data from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout/>.

- Web Beacons. Pages of our the Website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

We may tie information collected by the above means to personal information about you that we collect from other sources or you provide to us.

We may use historical information to better understand how our Website and other services are used, and to improve them. We delete personal information when all purposes of the personal-information processing have been fulfilled.

B. HOW WE USE YOUR INFORMATION

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- In any other way we may describe when you provide the information.

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- For any other purpose with your consent.
- To provide Support
- To comply with applicable laws

DISCLOSURE OF YOUR INFORMATION

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers and other third parties we use to support our
- Business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of THE OPEN CRATE FZ LLC's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by THE OPEN CRATE FZ LLC about our Website users is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- We may also disclose your personal information:
 - To comply with any court order, law or legal process, including responding to any government or regulatory request.
 - To enforce or apply our Terms of Use and other agreements, including for billing and collection purposes.
 - If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of THE OPEN CRATE FZ LLC our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

DATA RETENTION

We keep your information for as long as your account is active, limited information when you deactivate or as needed. For example, we may keep certain information even after you close your account if it is necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce this agreement. We may retain personal

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information, for a limited period of time, if requested by law enforcement. Our Customer Service may retain information for as long as is necessary to provide support-related reporting and trend analysis.

E. OTHER

We are constantly innovating to improve our Services, which means we may create new ways to collect information on the Services. Our Services are a dynamic, innovative environment, which means we are always seeking to improve the Services we offer you. We often introduce new features, some of which may result in the collection of new information. Furthermore, new partnerships or corporate acquisitions may result in new features, and we may potentially collect new types of information. If we start collecting substantially new types of personal information and materially change how we handle your data, we will modify this Privacy Policy.

F. OUR DO NOT TRACK NOTICE

We may collect personally identifiable information about an individual user's online activities over time and across different web sites when a user uses the Website. We may allow third parties, such as companies that provide us with analytics tools, to collect personally identifiable information about an individual user's online activities over time and across different web sites when a consumer uses the Website.

G. CHANGES TO OUR PRIVACY POLICY

It is our policy to share with our clients any changes we make to our privacy policy. If we make material changes to how we treat our users' personal information, we will notify you through email. The date the privacy policy was last revised is identified at the top of the page. Changes to the Privacy Policy will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Website thereafter means that you accept those changes. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically check emails sent by our team to you for any changes.

CONTACT INFORMATION

To ask questions or comment about this privacy policy and our privacy practices, contact us at: info@theopencrate.com

COPYRIGHT POLICY

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the "Website") infringe your copyright, you may request removal of those materials (or access thereto) from the Website by submitting written notification to our Copyright Agent (designated below).

the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Please send all Notices to: info@theopencrate.com

SUBSCRIPTIONS | SOFTWARE

- ø The user has to subscribe to at least one plan from the software subscription listed p. 29.
- ø Once chosen, the user will have to notify The Open Crate.
- ø Depending on the subscription plan The Open Crate team members are granted the authorization to contact cultural institutions and private collectors on the behalf of our client to access specific information.
- ø The *Collection Management* subscription is optional p. 30.
- ø The payment is expected to be paid monthly by bank transfer.
- ø The payment is expected every 1st of the month.
- ø The user has to warn and contact The Open Crate for any additional user of his account.