

## iii Museum

### Website Terms of Service

The following terms and conditions (these “**Terms and Conditions**”) govern your access to and use of the iii Museum (a/k/a the “Triple I Museum”) website (iii.art) and related products, services, websites and applications, and all other content and services that flow through any of the foregoing (collectively, the “**Site**”). The Site is made available by iii Art Group Limited (BVI) and its affiliates (collectively, “**iii**” or “**we**” or “**us**”) and may include content, products, technology and services developed or provided by third party service providers. iii Art Group Ltd. is not designed to make a profit. We may change these Terms and Conditions from time to time, at any time without notice to you, by posting such changes on the Site. It is expected that you will read these Terms and Conditions fully prior to accessing the Site. Your continued use of the Site following the posting of changes will mean you accept those changes. For clarity, these Terms and Conditions do not govern your use of iii’s and its affiliates’ other websites or applications.

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the Site without notice. We will not be liable if for any reason the Site is unavailable at any time or for any period.

BY ACCESSING OR USING THE SITE, INTERACTING WITH THE SITE, OR SUBMITTING FEEDBACK THROUGH THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AND TO ABIDE BY ALL RULES, TERMS, CONDITIONS, RESTRICTIONS AND NOTICES IN THE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site.

**THESE TERMS AND CONDITIONS CONTAIN PROVISIONS CONCERNING BINDING ARBITRATION AND A CLASS ACTION WAIVER (SECTION 16). PLEASE READ THEM CAREFULLY.**

#### **1. Proprietary Rights.**

a. Images, text, software, documentation, electronic text and image files, audio and video files and clips, and other materials on the Site are protected by copyright laws and may also be covered by other restrictions including for example, rights of privacy and publicity. As between you and iii, iii owns, solely and exclusively, all rights, title and interest in and to the Site, all the content (including audio, photographs, illustrations, graphics, other visuals, video, copy, lyrics, software, etc.), code, data and materials thereon, the look and feel, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including any copyrights (e.g., the rights to reproduce and make copies, prepare derivative works, distribute, sell, transfer, display, perform, publicly display, and publicly perform), trademark, patent, database, moral, sui generis and other intellectual property and proprietary rights therein. Your use of the Site does not grant to you ownership of any content, code, data or materials you may access on the Site. You may view the content on the Site on your computer or other internet-compatible device. You may be able to download certain files for your own use, subject to any additional terms or restrictions which may be applicable to the individual file or program. You must, however, cite the author/artist and source of the materials as you would material from any work, and the citations should include the URL “[iii.art](http://iii.art),” but not in any way that implies endorsement of yourself or your use of the materials. By downloading, printing, or otherwise using any files from the Site, whether accessed directly from the Site or via other sites or mechanisms, you agree that you will limit your use of such files to non-commercial, educational, personal or for fair use, and will not violate iii’s or any other party’s proprietary rights. You may not remove any copyright, trademark, or other proprietary notices, including without limitation attribution information, credits, and copyright notices that have been placed on or near any materials by iii. Any commercial distribution, publishing or exploitation of the Site, or any content, code, data or materials on the Site, is strictly prohibited unless you have received the express prior permission of iii or the applicable rights holder. You may not otherwise copy, reproduce, distribute or otherwise exploit any content, code, data or materials on the Site. If you make other use of the Site, or the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. iii will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

b. To the extent that you have or obtain any right, title and interest in or to any of the foregoing technology, content, trademarks, or other materials described in Sections 1(a), or any intellectual property or proprietary rights in same, you hereby irrevocably transfer, assign, and otherwise convey to iii your entire such right, title and interest. We hereby reserve all rights not expressly granted to you in these Terms and Conditions.

2. **Trademarks.** The trademarks, logos, service marks and trade names (collectively the “**Trademarks**”) displayed on the Site are registered and unregistered Trademarks of iii and others and may not be used in connection with products or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by iii that appear on the Site, if any, are the property of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of iii or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Site is strictly prohibited. iii will aggressively enforce its Trademark rights to the fullest extent of the law, including the seeking of criminal prosecution. As between you and us, all goodwill arising from use of the Trademarks will inure solely to the benefit of us.

3. **User Information.** In the course of your use of the Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as “**User Information**”). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Site’s **Privacy Policy**, which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

4. **Unsolicited Materials.** Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, by e-mail or in any other way. Any information, creative works, demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us (“**Submitted Materials**”) will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Site’s Privacy Policy. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any “moral rights” in Submitted Materials have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, nonexclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.

5. **User Conduct.**

a. You may not use, export, import or transfer any part of the Site except as authorized by U.S. law, the laws of the jurisdiction in which you use or access the Site, or any other applicable laws. In particular, but without limitation, no part of the Site may be exported or re-exported: (i) into any country embargoed by the U.S. or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List. By accessing the Site, you represent and warrant that: (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the Site is subject to the export control laws and regulations of the U.S. You will comply with those laws and regulations and will not, without prior U.S. government authorization, export, re-export or transfer any portion or component of the Site (including, for clarity, any UMG Digital Collectible) either directly or indirectly, to any country in violation of those laws and regulations.

b. You warrant and agree that, while using the Site, you shall not upload, post or transmit to the Site, or distribute or otherwise publish through the Site, any materials that: (i) are protected by third party copyright, or other proprietary or intellectual property right; (ii) are unlawful, threatening, hateful, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy or publicity rights, harassing, profane, obscene, vulgar or that contain explicit or graphic descriptions or accounts of sexual acts (including sexual language of a violent or threatening nature directed at another individual or group of individuals), (iii) restrict or inhibit any other user from using and enjoying the Site, (iv) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (v) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

c. You warrant and agree that you shall not (i) upload, post or transmit to the Site, or distribute or otherwise publish through the Site, personal information that belongs to any person or entity other than you; (ii) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (iii) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); (iv) engage in spamming,

flooding, harvesting of e-mail addresses or other personal information, spidering, "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information, or send chain letters or pyramid schemes via the Site; (v) attempt to gain unauthorized access to other computer systems through the Site, transmit or distribute a virus, trojan, worm, or any other material that is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene, or otherwise attempt to affect the performance or functionality of any computer facilities of or accessed through the Site; (vi) promote or encourage illegal activity, use the Site for any other purpose not intended by iii, or violate any law or regulation, including any applicable export control laws or privacy laws; or (vii) remove any copyright, trademark or other proprietary rights notices contained in or on the Site, in whole or in part. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

d. You warrant and agree that you shall, nor may you permit any third party to do or attempt to do any of the following without our express prior written consent in each case: (i) modify any content on the Site, including the shapes, designs, drawings, attributes, or color schemes; (ii) use any content on the Site to advertise, market, or sell any third-party product or service; (iii) use any content on the Site in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use any content on the Site in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms and Conditions; (v) sell, distribute for commercial gain (including giving away in the hopes of eventual commercial gain), or otherwise commercialize any merchandise that includes, contains, or consists of any content on the Site; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to any content on the Site, or take any action inconsistent with our ownership interests; (vii) download any content on the Site off of any website that displays such content or otherwise through or in connection with the Site; or (viii) otherwise utilize any content on the Site for your or any third party's commercial benefit.

e. If you engage in any of the foregoing activities set forth in Section 5(c) (collectively, the "**Prohibited Activities**"), we may, at our discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your right to use or access the Site or any content therein or thereon. We may also impose limits on certain features and services offered on our website(s) or restrict your access to parts or all of our website(s) without notice, and we have no liability to you for any such limitations or restrictions.

f. You agree that we may require you to provide additional information and documents at the request of any competent authority or of any applicable law or regulation, including laws related to anti-money laundering or for countering the financing of terrorism. We may also require you to provide additional information and documents in cases where we have reason to believe that: (i) you used the Site for any illegal activity; (ii) you have concealed or reported false identification information or other details; or (iii) you took any action in breach of these Terms and Conditions. If you do not provide complete and accurate information and documents in response to such a request, we may immediately suspend or terminate your right to use or access the Site.

g. Although iii may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards and the like on the Site, iii is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations on the Site nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site.

h. You agree that if you include a link from any other website to the Site, such link shall open in a new browser window. You agree not to link from any other website to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve the right to revoke your right to link to the Site from your website at any time upon written notice to you.

i. You agree to defend, indemnify and hold iii and its affiliates, and its and their respective directors, officers, employees, agents or content or service providers (collectively, "**Protected Entities**") harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, or your breach or violation of the law or of these Terms and Conditions. iii reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with iii's defense of such claim.

**6. Software Downloads.** In the event that you receive software demos or other software products downloaded from the Site or otherwise delivered or provided by iii in response to your request, your use of such software will be subject to the software license agreement that accompanies such software.

**7. Third Party Providers.** We may use third-party vendors (collectively, “**Third Party Vendors**”) to deliver the Site. iii has no affiliation with any Third Party Vendors. Because iii has no control over Third Party Vendors or Third Party Services, you acknowledge and agree that iii is not responsible for the availability of any such Third Party Services, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does iii endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications. Except as expressly set forth herein, the terms of service and/or privacy policies of Third Party Vendors govern the services that are provided, including any related websites, services, tools, applications, and application programming interfaces that are provided, by any Third Party Vendors (collectively, “**Third Party Services**”). You hereby expressly grant us the right, power, and authority to transmit your information to such Third Party Vendors as reasonably necessary for us to provide the Site to you. You may be able to link from the Site to third party websites (“**Linked Sites**”). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites. Where we have partnered with other sites to provide access to or embed content from their respective sites, your information may be subject to additional terms. Links to Linked Sites do not constitute an endorsement by us of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites.

**8. DISCLAIMER OF WARRANTIES.**

a. THE SITE, INCLUDING FOR CLARITY, ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SITE OR, FOR CLARITY, THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE WILL MEET USERS’ REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. III ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT OR HARM, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT FROM YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

b. WITHOUT LIMITATION OF THE ABOVE IN THIS SECTION, III AND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SITE, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS AND OTHERWISE ON THE SITE OR IN CORRESPONDENCE WITH III OR ITS AGENTS. ANY PRODUCTS AND SERVICES ORDERED OR PROVIDED VIA THE SITE ARE PROVIDED BY III “AS IS”, EXCEPT TO THE EXTENT, IF AT ALL, OTHERWISE SET FORTH IN A LICENSE OR SALE AGREEMENT SEPARATELY ENTERED INTO IN WRITING BETWEEN YOU AND III OR ITS LICENSOR OR SUPPLIER.

**9. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL III OR ANY OF ITS PROTECTED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION

(WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS AND CONDITIONS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO III FOR YOUR USE OF THE SITE.

**Digital Millennium Copyright Act (DMCA).** iii is committed to complying with U.S. copyright and related laws, and requires all users of the Site to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (“DMCA”) to report alleged infringements. A copyright owner of any content should contact iii immediately to report any concerns of infringement by providing notice to iii. If such notice is provided by email, please address it to [contact@iii.art](mailto:contact@iii.art); if such notice is provided by mail, please address it to: iii Art Group Ltd., 3076 Sir Francis Drake’s Highway, Road Town, Tortola, British Virgin Islands

10. and please provide the following information in any such notice:
- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
  - ii. a description of the copyrighted work that you claim has been infringed;
  - iii. a description of where the material that you claim is infringing is located on the Site;
  - iv. your address, telephone number, and email address;
  - v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
  - vi. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

11. **Applicable Laws.** The Site is controlled and operated from our third party vendor’s offices in the United States of America and the European Union. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

12. **Modifications to the Site and the Services.** We reserve the right, for any reason, in our discretion, to terminate, change, suspend or discontinue any aspect of the Site, including content, features or hours of availability. We may also impose limits on certain features of the Site or restrict or terminate your access to part or all of the Site without notice or penalty. iii reserves the right to temporarily or permanently restrict or terminate your access to or membership in the Site or any services offered by the Site for any or no reason without prior notice.

13. **Notices and Contact Information.** All notices required or permitted to be given under these Terms and Conditions must be in writing and shall be given by personal delivery, registered or certified mail, or Federal Express or other nationally recognized courier service which regularly tracks its packages, to:

iii Art Group Ltd.  
3076 Sir Francis Drake’s Highway  
Road Town, Tortola  
British Virgin Islands

Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by registered or certified mail, on the third business day after mailing; if by Federal Express, on the second business day after deposit with the service.

If you have any questions, comments or complaints regarding the Site, feel free to contact us as described in our Privacy Policy.

14. **Miscellaneous.**

a. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.

b. For purposes of these Terms and Conditions: (i) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (ii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to these Terms and Conditions as a whole; (iii) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (iv) the word “discretion” will be deemed preceded by “sole and absolute.”

c. These Terms and Conditions constitute the entire agreement between you and iii, supersede all prior and contemporaneous agreements, and cannot be modified except by a written instrument signed by the parties.

d. The provisions in these Terms and Conditions that must survive the expiration or termination of these Terms and Conditions in order to give effect to their intent and meaning will so survive. In addition, and without limiting the generality of the preceding sentence, the following Sections shall survive the expiration or termination of these Terms and Conditions: Sections 1, 2, 5, 9, 10, and 12-16.

## **15. Dispute Resolution.**

a. You and iii agree to arbitrate all disputes between you and iii or its affiliates, except for disputes relating to the enforcement of iii’s or its affiliates intellectual property. These Terms and Conditions are solely governed by and construed in accordance with the laws of the State of New York, without regards to its principles of conflicts of law that would require the application of the laws of another jurisdiction. Any disputes between you and iii relating to the Site must be resolved exclusively through binding non-appearance-based arbitration administered by JAMS, or in small claims court in New York, New York, U.S.A. or in your county of residence if your claims qualify. In the event of a dispute, you or iii must send to the other party a notice of dispute, in writing, setting forth the name, address and contact information of the party giving notice, the facts of the dispute and relief requested. You may initiate proceedings by sending us a Notice of Legal Dispute, to the address listed in the “Notices and Contact Information” above. We will send any notice of dispute to you at the contact information we have for you.

b. You and iii agree to try to attempt to resolve a dispute through informal negotiation upon notice of a dispute for a period of 60 days. If you and iii do not resolve the dispute in such 60 day time period, then you or iii may commence arbitration. You and iii agree that a dispute will be heard before a single neutral arbitrator, whose decision will be final, except for a limited right of appeal under the U.S. Federal Arbitration Act. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN A COURT OF LAW BEFORE A JUDGE OR JURY. The arbitration proceedings shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures and Expedited Procedures, or JAMS’ Streamlined Arbitration Rules and Procedures, at the election of the party initiating the arbitration. Information regarding these rules can be found on the JAMS website at [www.jamsadr.org](http://www.jamsadr.org). In addition, you and iii agree that the following rules shall apply to the arbitration proceedings: (i) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods shall have no applicability.

c. To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED, ONLY ON AN INDIVIDUAL BASIS. In no event shall any claim, action or proceeding by you related in any way to the Site be instituted more than one (1) year after the cause of action arose.

d. You can decline this agreement to arbitrate by contacting us at [contact@iii.art](mailto:contact@iii.art) within thirty (30) days of first agreeing to these Terms and Conditions and stating your desire to opt-out. However, if you agreed to a previous version of these Terms and Conditions that allowed you to opt out of arbitration, your previous choice to opt out or not opt out remains binding.

e. If a court of competent jurisdiction finds these arbitration provisions invalid or inapplicable, you agree to the exclusive jurisdiction of the Federal and State courts located in New York County, New York, and you agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable claim or action.

## Privacy Policy

Effective Date: March 1, 2023

iii Art Group Limited (BVI) (“iii,” “we,” or “us”) is committed to protecting the privacy and security of the information we collect and to being transparent about the ways in which we collect and process your information. This statement (the “Privacy Policy”) sets forth our policies and practices for handling the information we collect from or about you from the iii Museum (a/k/a the “Triple I Museum”) website (iii.art)) and related products, services, websites, and applications (the “Services”).

### I. COLLECTION OF INFORMATION

We collect the following categories of information when you use our Services.

- Information you provide directly to us.
  - **Contact Information**, including name, alias, and email address; and
  - **Correspondence you send to us.**
- Information we collect automatically. When you visit the Services, we may collect internet, electronic activity, and other information automatically from the devices and browsers that you use, such as your device type or browser type and version. If you or your device experiences an error, we may collect information about the error, such as the time the error occurred or the feature being used. We also may collect information about your use of features on the Services, including your use of motion orientation and, consistent with your device permissions, microphone features.
- Other sources. We also may receive the categories of information described in this section from other sources, including from third-party services and organizations.

Without this information, we are not able to provide you with all the requested services, and any differences in services are related to your information.

We may anonymize the information described above. Anonymized data is not subject to this Privacy Policy.

### II. USE OF INFORMATION AND PURPOSE OF DATA PROCESSING

We use and otherwise process each of the categories of information identified above for the following business purposes:

Purpose/Activity	EEA lawful basis for processing, including basis of legitimate interest
------------------	---

<p>To provide you with the information and services that you request from us; to allow you to participate in interactive features of our Services, when you choose to do so; and to manage our relationship with you, including notifying you about changes to our Terms or Privacy Policy.</p>	<p>(a) Performance of a contract with you (b) Necessity to comply with a legal obligation (c) Necessity for our legitimate interests (for instance, to keep our records updated)</p>
<p>To make suggestions and recommendations to you about things that are similar to those that you have inquired about or may otherwise be of interest to you.</p>	<p>Necessity for our legitimate interests (to grow our Service)</p>
<p>To improve our Services and to ensure that content is presented in the most relevant and effective manner for you and for your device; to administer our Services, including troubleshooting, data analytics, testing, research, and statistical purposes; to keep our Services, organization and users safe and secure; to comply with applicable laws and regulations; and to protect or exercise our legal rights or defend against legal claims.</p>	<p>(a) Necessity for our legitimate interests (for running and protecting our organization; for provision of administration and IT services; for network security and to prevent cybercrime and fraud; in the context of a reorganization or restructuring; to study how people use our Services, to develop the Services, to keep our Services updated and relevant, to grow our Services and to inform our communications strategy)</p>
	<p>(b) Necessity to comply with a legal obligation</p>

The information collected is generally used in a way that does not identify you individually. For example, we use information we collect about all users to optimize our Services. We do not use this information to profile you or target advertisements.

Where legally required and we have no other valid legal basis to process your information, we will obtain consent, which may subsequently be withdrawn at any time by contacting us. Withdrawing consent does not affect the lawfulness of processing based on consent before it is withdrawn.

**III. DISCLOSURE OF INFORMATION**

We are committed to maintaining your trust, and we want you to understand when and with whom we may disclose the information we collect.

- Authorized third-party vendors and service providers. We may disclose your information with third-party vendors or service providers that provide services to us for a variety of business purposes, such as for analytics or security and performance monitoring.
- Business transfers. We may share your information in connection with a substantial corporate transaction, such as the sale of a website, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy.



- Legal purposes. We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to protect and defend the rights, interests, safety, and security of iii, users, or the public.
- With your consent. We may share information for any other purposes disclosed to you at the time we collect the information or pursuant to your consent.

You should be aware that any information that you have made public, such as when you have engaged in public activity on the Services, can be read, collected, or used by other users of these areas. You should use caution in disclosing information while participating in these areas. We are not responsible for the information you choose to submit in these public areas or otherwise make public.

iii does not, and will not without consent, sell your information to third parties or share it for the purposes of cross-context behavioral advertising or targeted advertising. To the extent that you link to or access a third-party service using the Services, the information practices of these third parties are not covered by this Privacy Policy.

## **COOKIES AND SIMILAR TECHNOLOGIES**

When you use our Services, we use cookies, pixel tags, local storage, and other similar technologies (collectively, “cookies”) to collect information from your browser or device. By using the Services, you consent to our use of cookies and similar technologies. For more information on our collection and use of cookies and similar technologies, please see our Cookie Policy.

Do-Not-Track Signals and Similar Mechanisms. Some mobile and web browsers transmit “do-not-track” signals. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

## **IV. YOUR RIGHTS AND CHOICES**

You or an authorized agent may be entitled, in accordance with applicable law, to object to or request restriction of processing of your information, and to request access to, rectification, erasure, and portability of your information or more information about our information practices. Requests should be submitted in writing as set out [below](#). If you become aware of changes or inaccuracies in your information, you should inform us of such changes so that the information may be updated or corrected. We will verify your request upon receipt.

We will not discriminate against you for exercising your rights and choices, although some of the functionality and features available on the Service may change or no longer be available to you. Any difference in the Services are related to the value provided.

You may lodge a complaint with a supervisory authority if you believe our processing of your information is unlawful.

## **V. INTERNATIONAL TRANSFERS**

By using the Services and providing us with information, you understand and agree that we may transfer and store your information on servers located outside your resident jurisdiction. To the extent you are a resident of a country other than *US, EEA*, you consent to the transfer of such data to *US, EEA* for processing by us in accordance with this Privacy Policy.

## **VI. CHILDREN**

We do not knowingly collect or sell any information from children, as defined by applicable law, without parental consent or as otherwise permitted by applicable law.

## **VII. DATA RETENTION, SECURITY, AND INTEGRITY**

In general, we do not retain personal information that we collect about you, with the exception of your email address. In limited circumstances, we will retain your information only for so long as reasonably necessary for the purposes set out above, in accordance with applicable laws. We decide how long we need information based on various factors, including if we need it to communicate with your or operate our services, our legal obligations, and other legitimate purposes, such as to provide for the safety and security of our Services.

We maintain reasonable security measures to safeguard information from loss, theft interference, misuse, unauthorized access, disclosure, alteration, or destruction. We also maintain reasonable procedures to help ensure that such data is reliable for its intended use and is accurate, complete, and current. You should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure, accurate, complete, or current. Please note that information collected by third parties may not have the same security protections as information you submit to us, and we are not responsible for protecting the security of such information.

## **VIII. CHANGES TO THE PRIVACY POLICY**

We may modify this Privacy Policy from time to time. When we update the Privacy Policy, we will revise the “Effective Date” date above and post the new Privacy Policy. We recommend that you review the Privacy Policy each time you visit the Services to stay informed of our privacy practices.

## **IX. CONTACT INFORMATION**

If you have any questions about this Privacy Policy or our practices, please contact us via to [contact@iii.art](mailto:contact@iii.art).

---

## **COOKIE POLICY**

The following types of cookies are used on our Services:

- Essential cookies – These cookies enable you to use our Services. These cookies are essential to enable you to browse our Services and use certain features. Disabling them

may prevent you from using certain parts of the Services. Without these cookies, certain services cannot be provided. These cookies also help keep our Services safe and secure.

- Preference cookies – These cookies store information such as your preferred country and language selection or website preferences. Without these cookies, our Services may not be able to remember certain choices you've previously made (such as a saved country / language preference) or personalize your browsing experience by providing you with relevant information. These cookies can also be used to recognize your device so that you do not have to provide the same information more than once.
- Performance cookies – These cookies collect information about how you use our Services, such as which pages you visit regularly. These cookies are used to provide you with a high-quality experience by doing things such as tracking page load, site response times, and error messages.
- Content cookies – These cookies gather information about your use of our Services so we may improve your experience and provide you with more relevant content on our Services. They remember that you've visited our Services and help us understand usage of our Services.

Cookie Controls. You may be able to refuse or disable cookies by adjusting your web browser settings. Some browsers have options that allow the visitor to control whether the browser will accept cookies, reject cookies, or notify the visitor each time a cookie is sent. Because each web browser is different, please consult the instructions provided by your web browser (typically in the “help” section). If you choose to refuse, disable, or delete these technologies, some of the functionality of the Services may no longer be available to you and any differences in service are related to the data.