

Rental Terms – Lessee Kicky, Inc.

These Rental Terms (“Rental Terms”) are entered into by and between you as a user (“User” or “you”) and KICKY, INC., a Delaware corporation (“Kicky”). The following Rental Terms, together with Kicky’s Terms of Use found at <https://kicky.com/terms-of-service> and incorporated by reference herein, govern your arrangement with Kicky regarding your leasing (as a “Lessee”) of artistic works (“Artwork”) on or through the Platform (each such transaction a “Rental”).

Please read the Rental Terms carefully before accepting or using the related features of the Platform. **BY USING RELATED FEATURES OF THE PLATFORM OR BY CLICKING TO ACCEPT OR AGREE TO THE RENTAL TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE RENTAL TERMS.** The Rental Terms may be updated by Kicky from time to time by making an updated version available via the Platform or by providing you written notice of such updated version. Any such updated Rental Terms are effective immediately upon being made available. You agree to review the Rental Terms from time to time to ensure that you understand all of the rights and obligations set forth herein, and to ensure that you are aware of any new or modified version of the Rental Terms. If you do not want to agree to the Rental Terms, you must not access or use, and must immediately cease accessing or using, the related features of the Platform.

By accepting these Rental Terms, you hereby agree as follows:

1. Applicable to User as a Lessee.

1.1 Lessee Acknowledgment of Risk. Lessee acknowledges that buying Artwork via the Platform includes certain risks, and that except as expressly provided by these Rental Terms such risks lie solely with the Lessee. In particular, Lessee acknowledges that Kicky is not responsible for, and makes no representation or warranty that: (i) any artist or owner of leased Artwork (“Lessor”) will comply with any other term, condition, or obligation for use of the Platform; (ii) Kicky will enforce any terms, condition, or obligation for use of the Platform against any Lessor of Artwork; (iii) that any images, descriptions, or other information provided in relation to the Rental of Artwork is complete, true, or accurate; (iv) Lessee’s possession and use of the Artwork associated with the Rental is valid, lawful, or unencumbered; or (v) Lessee’s control or subsequent use of the Artwork for any purpose will not infringe any third party intellectual property rights, privacy rights, legal rights, or other rights. Except as expressly provided, all such risks lie solely with Lessee.

1.2 Lease of Artwork. While using the Platform, Lessee may initiate a Rental of Artwork listed on the Platform. Upon initiation of the Rental, Lessee will immediately pay to Kicky the fees shown on the Platform, which fees may include the listed rental price of the Artwork (“List Price”) and any applicable fees related to shipping, taxes, insurance, installation, provision of the Platform, and such other fees as will be communicated to Lessee (the “Platform Fee,” and collectively with the List Price and other shown fees the “Lessee Fees”). Each Rental shall continue for an initial term, and Lessee may have the option to extend or renew such initial term through use of the Platform (collectively, the “Rental Term”). In addition to any initial Lessee Fees, Lessee’s Rental of the Artwork may also include monthly or other recurring Lessee Fees, which will be communicated to Lessee at the time of Rental and may be reviewed by Lessee through use of the Platform. Title to the Artwork will at all times remain with Lessor, subject to Lessee’s right to possess and use the Artwork during the Rental Term and in accordance with these Rental Terms.

1.3 Shipment. All shipment of Artwork to Lessee shall be at Lessee’s sole cost and risk of loss, unless otherwise stated by the Platform at the time of Rental. Kicky will provide Lessee with such

reasonable information and support in order to allow Lessee to track and receive shipment of the Artwork. Upon receipt by Lessee of any Artwork, Lessee shall promptly conduct an inspection of the Artwork to detect any visible damage to the Artwork (including any frames, stands, or other associated presentation or support materials associated therewith). Lessee shall notify Kicky in writing of any damage to the Artwork as delivered or any other non-conformity of the delivery in each case within 24 hours of receipt.

1.4 Payment Method. When leasing Artwork, Lessee must provide a valid and current method of payment, which may include payment through a third party (a “Payment Method”). Lessee hereby grants Kicky the permission to use Lessee’s Payment Method for completion of any payments related to the Rental, and to provide Lessee’s Payment Method to a third-party for completion of any such payments as may be needed. All applicable fees and any other charges Lessee may incur in connection with the Rental, such as taxes, shipping, deposits, fees for damage, loss, or misuse of leased Artwork, fees for delay in return of leased Artwork, and other fees will be charged to Lessee’s Payment Method upon Lessee’s completion of the Rental. If Lessee’s Payment Method is provided through a third-party, additional details related to Lessee’s Payment Method may be available from the applicable third-party. Lessee authorizes Kicky and such third-party to charge any Payment Method associated with Lessee’s account. Following any update to Lessee’s Payment Methods, Lessee authorizes Kicky and such third-party to continue to charge any newly added or modified Payment Methods, and, to the extent that such newly added or modified Payment Method fails or is unusable for any reason, to continue charging any prior Payment Method.

1.5 Artist Rights in Artwork. Lessee acknowledges and agrees that the original artist of the Artwork (the “Artist”) retains certain intellectual property and legal rights associated with the Artwork, and that Lessee’s possession and use of the Artwork is subject to these intellectual property and legal rights and other restrictions. Lessee represents and warrants that the Artwork constitutes a visual work of art and a work of “recognized status” under the Visual Artists Rights Act of 1990 (“VARA”), and Lessee will not intentionally (A) distort, mutilate or otherwise modify such Artwork in a manner that would be prejudicial to the Artist’s honor or reputation or (B) destroy such Artwork.

1.6 Display Location. Lessee will provide Kicky with a description of the area and location at which the Artwork will be displayed (“Display Location”) during the Rental Term, and will ensure that such descriptions are clear, complete, and accurate and include at least details concerning the temperature, humidity, amount of natural light and other environmental or relevant factors that could impact, damage, or destroy the Artwork at the Display Location. Lessee shall use commercially reasonable efforts to provide security for the Artwork at the Display Location, and will be responsible for any loss or damage to Artwork, including any loss, casualty, theft, or damage to the Artwork, regardless of the cause thereof. During the Rental Term, except in cases of emergency or to avoid immediate damage to the Artwork, Lessee shall not remove the Artwork from the Display Location, except upon return of the Artwork at the conclusion of the Rental Term; provided, however, that Lessee’s removal of the Artwork from the Display Location in cases of emergency or to avoid immediate damage will not relieve Lessee of any liability Lessee may have to Lessor or Kicky for any reason, including, but not limited to damage to or loss of the Artwork.

1.7 Artwork Instructions. Kicky will provide Lessee with instructions concerning any required conditions for shipment, storage, installation, maintenance, cleaning, and presentation of the Artwork (“Artwork Instructions”) at the Display Location. At all times during the Rental Term, Lessee will use all reasonable efforts to ensure that the Display Location and Lessee’s care and maintenance of the Artwork complies with the requirements of the Artwork Instructions. If Lessee becomes unable to maintain the

Artwork at the Display Location and in compliance with the Artwork Instructions, Lessee will immediately notify Kicky of such inability and shall comply, at Lessee's sole cost and expense, with all reasonable instructions that Kicky shall provide for remedy of the conditions.

1.8 Early Termination of Rental Term. Upon Kicky's determination that Lessee is in material breach of these Rental Terms, including due to Lessee's failure to comply with Artwork Instructions or maintain the Artwork at the Display Location, at Kicky's sole discretion and upon written notice to Lessee, Kicky shall have the right to take possession of the Artwork and terminate the Rental Term.

1.9 Effect of Termination of Rental Term. Upon the expiration or termination of the Rental Term for any reason, Lessee will continue to comply with the Artwork Instructions and other requirements of these Rental Terms, and will promptly take such other actions as Kicky requests in order to facilitate the safe and prompt removal of the Artwork from the Display Location and return of the Artwork to Kicky or to Kicky's designated recipient.

2. User Representation and Warranties. User represents and warrants to Kicky that: (i) it has the full right, power, and authority to enter into the Rental Terms and to perform its obligations hereunder; (ii) to User's knowledge the Rental will not violate any applicable laws or infringe any third party intellectual property, privacy, or other rights; (iii) User will not modify, transform, adapt, damage, destroy, or otherwise alter the Artwork, or permit a third party or environmental factor of the Display Location to do the same; (iv) User shall use best efforts to maintain the Artwork at the Display Location and in accordance with the Artwork Instructions; and (v) the Artwork constitutes a visual work of art and a work of "recognized status" under the Visual Artists Rights Act of 1990 ("VARA"), and Lessee will not intentionally distort, mutilate or otherwise modify such Artwork in a manner that would be prejudicial to the Artist's honor or reputation or destroy such Artwork

3. Taxes. User shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by or to User hereunder, which amounts Kicky may include and collect on the Platform at the time of Rental. Any such taxes, duties, and charges currently assessed or which may be assessed in the future that are applicable to User's account are User's responsibility, and User hereby agrees to pay such taxes; *provided, that*, in no event shall User pay or be responsible for any taxes imposed on, or with respect to, Kicky's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4. Indemnification. User shall defend, indemnify, and hold harmless Kicky and Kicky's affiliates and their officers, directors, employees, agents, successors, permitted assigns, and customers from and against all losses arising out of or resulting from: (i) the lease, display, use or other claim relating to Rentals or Artwork, including, but not limited to, claims related to bodily injury, death of any person, or damage to real or tangible property; (ii) User's breach of any representation, warranty, or obligation of User in the Rental Terms; or (iii) User's negligence, violation of law, or willful misconduct.

5. Limitation of Liability. IN NO EVENT WILL KICKY BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KICKY'S LIABILITY TO USER ARISING OUT OF OR RELATED TO THE RENTAL TERMS,

WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE NET AMOUNTS PAID TO KICKY IN RELATION TO THE PARTICULAR RENTAL FROM WHICH THE EVENT GIVING RISE TO THE CLAIM IS ASSOCIATED, SUCH AMOUNT BEING CALCULATED AS THE FEES ACTUALLY PAID TO KICKY BY LESSEE OF THAT ARTWORK, MINUS ANY FEES PAID OR PAYABLE BY KICKY TO LESSOR IN RELATION TO THAT ARTWORK.

6. Disclaimer of Warranties. EXCEPT FOR ANY WARRANTY EXPRESSLY PROVIDED BY THE RENTAL TERMS OR OTHER PLATFORM TERMS: (i) KICKY PROVIDES THE PLATFORM AND ANY RELATED TOOLS, SERVICES, OR FEATURES “AS-IS” AND WITHOUT WARRANTY OF ANY KIND; AND (ii) KICKY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF.