

## **Additional Terms for Utility**

To sell or purchase a Utility Item, you must read these Additional Terms for Utility (these "**Additional Terms**") carefully and agree to comply with and be bound by these Additional Terms.

### **Section 1 (Scope of Application)**

These Additional Terms set forth the terms and conditions of trading Utility Items. Any matter not stipulated in these Additional Terms is governed by Adam byGMO Terms of Service.

### **Section 2 (Definitions)**

Unless otherwise defined in Adam byGMO Terms of Service, the following definitions apply in these Additional Terms.

- (1) "**Additional Terms**" means these Additional Terms for Utility.
- (2) "**Utility**" means a feature that provides you with access to products or services.
- (3) "**Utility Item**" means an Item that one or more Utilities are linked to.

### **Section 3 (Utility Items)**

1. We may permit a Primary Seller to consign the Primary Seller's Utility Items to us for Primary Sales.
2. If a Primary Seller wishes to sell a Utility Item, the Primary Seller shall request us to examine the Utility when requesting to review that Item's underlying Creation.
3. If we find the Utility permissible at the request for review referred to in Section 3.2, the Primary Seller may sell the Utility Item.
4. When a Sales Agreement for a Utility Item is formed, the Primary Seller shall deliver or make available the Item's Utilities to the Buyer on the Primary Seller's own responsibility and at the Primary Seller's expense.
5. If there is any change, suspension, or discontinuance with respect to the Item's Utility provided by the Primary Seller (collectively, the "Utility Default"), then the Primary Seller shall notify the Buyer in advance and respond to inquiries from the Buyers. In addition, the Primary Seller shall reduce the Item Price or refund the full amount of the Item Price to the Buyer, depending on the extent of the Utility Default.
6. ***We assume no liability for any Utility Default. The refund of the Item Price by the Primary Seller in connection with a Utility Default does not constitute a defense to us when the Buyer uses any of the various payment methods.***

### **Section 4 (Methods of Using the Utilities)**

The Primary Seller shall separately set forth the methods of using the Utilities linked to the Items that the Primary Seller has made Primary Sales of.

### **Section 5 (Disclaimers)**

1. ***We assume no liability for the contents of any Item's Utility or for the outcomes of using the Utilities.***
2. ***We make no representation or warranty, express or implied, as to any Item's Utility, that: it is fit for your particular purpose; it is safe, complete, and useful; or it is continuously available.***
3. ***Even if you do not use the Item's Utility within its effective period specified by the Primary Seller, we will not be required to refund the Item Price.***

### **Section 6 (Suspensions or Closures of User Accounts and Utilities)**

If a Buyer's User Account is suspended or closed, then the Buyer will not be able to use any of his/her Items' Utilities.

## **Supplementary Provisions**

Established on December 1, 2022