

ULTIVERSE

TERMS OF SERVICE

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Welcome to Ultiverse!

These Terms of Service (these "**Terms**") and our Privacy Policy located at (www.ultiverse.io) ("**Ultiverse Privacy Policy**") [and the other related agreements, policies, notices and documents located at www.ultiverse.io], with their amendments, supplements and other modifications from time to time, collectively form your agreement (the "**Agreements**", each or any of them, an "**Agreement**") with the operator of the Site, Ultiverse, Inc. ("**Ultiverse**"). The Agreements govern your access to, and use of, our website located at Singapore or, any of our associated websites, application programming interfaces, mobile apps or other related services or applications (collectively, the "**Site**") and any contents, information and materials provided by Ultiverse and/or a Creator and contained in or appeared on the Site, including without limitation, Ultiverse logo, trademarks, icons, service names, slogans, meta tags, Items, NFTs, text, links, files, graphics, photos, pictures, videos, designs, data, sound files, selections and arrangements, integrations, features, functionalities (collectively, the "**Content**").

As used in these Terms, "you" and "your" refers to you, being the person accessing the Site and/or Services; "we", "us", "our", "ours" and "ourselves" refer to Ultiverse; and "party" or "parties" refers to both you and us. The effective date of these Terms is when you accept those, in accordance with the terms and conditions set out below.

The Agreements are important and may affect your legal rights, so please read them carefully. By clicking on any "I agree to the Ultiverse Privacy Policy and Terms of Service]" button and/or using our Services (including but not limited to, connect your Supported Digital Wallet (as defined below) to the Site, purchase an NFT through the Services), you agree/accept to be bound by the Agreements and all of the terms incorporated therein by reference. If you don't agree to be bound by any Agreement, you are not authorized to use the Services and please do not use the Services, connect your Supported Digital Wallet or purchase any NFT on the Site.

YOU REPRESENT AND WARRANT THAT:

(a)[IF YOU ARE ABOVE EIGHTEEN (18) YEARS OLD,

- 1. YOU ARE ABOVE EIGHTEEN (18) YEARS OLD; AND**
- 2. YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO AGREE TO THE AGREEMENTS;**
 - b. IF YOU ARE BELOW EIGHTEEN (18) YEARS OLD OR OTHERWISE NOT HAVING THE FULL RIGHT, POWER AND AUTHORITY TO AGREE TO THE AGREEMENTS,**
 - i. YOU HAVE READ THE AGREEMENTS TOGETHER WITH YOUR GUARDIAN;**
 - ii. BOTH YOU AND YOUR GUARDIAN UNDERSTAND THE AGREEMENTS, AND**
 - iii. YOU AGREE AND YOUR GUARDIAN AGREE ON YOUR BEHALF TO THE AGREEMENTS;**

- c. IF YOU ARE A GUARDIAN FOR A PERSON BELOW EIGHTEEN (18) YEARS OLD OR OTHERWISE NOT HAVING THE FULL RIGHT, POWER AND AUTHORITY TO AGREE TO THE AGREEMENTS,**
- i. YOU ARE THE GUARDIAN FOR SUCH PERSON, HAVING FULL RIGHT, POWER AND AUTHORITY TO AGREE TO THE AGREEMENTS ON BEHALF OF SUCH PERSON;**
 - ii. YOU HAVE READ THE AGREEMENTS WITH SUCH PERSON,**
 - iii. BOTH YOU AND THE SUCH PERSON UNDERSTAND THE AGREEMENTS; AND**
 - iv. SUCH PERSON AGREE AND YOU AGREE ON SUCH PERSON' S BEHALF TO THE AGREEMENTS.]**

The Services are only available to countries or regions that do not deny the legality of blockchain games. You shall use these services on the premise that it does not violate the relevant laws and regulations of the countries or regions where you are located.

You shall ensure that any assets invested in Ultiverse come from a legitimate source.

IMPORTANT NOTICE REGARDING THE FOLLOWING CLAUSES:

- o CLAUSE 3 (ASSUMPTION OF RISKS RELATING TO NFTS): YOU ARE AWARE OF THE RISKS ASSOCIATED WITH NFTS TRANSACTIONS AND YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICES.**
 - CLAUSE 8 (LIABILITIES): YOU ARE AGREEING TO THE DISCLAIMERS AND LIMITATION OF LIABILITIES SET OUT IN THAT CLAUSE.**
- o CLAUSE 9 (INDEMNIFICATION): YOU ARE AGREEING TO INDEMNIFY US PURSUANT TO THAT CLAUSE.**
 - CLAUSE 19 (DISPUTE RESOLUTIONS): YOU ARE AGREEING, AMONG OTHER THINGS, TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT AND THAT NO CLASS OR CONSOLIDATED ACTIONS WILL BE TAKEN.**

PLEASE READ THEM CAREFULLY BEFORE PROCEEDING.

We reserve the right to change or modify any Agreement at any time and in our absolute and sole discretion. If we make any change to any Agreement, we will provide a notice of such change to all users (including you), on the Site and send an email/webmail to your

email/webmail account notifying you with respect to such change and present the updated Agreement on relevant webpages on the Site. By continuing to access to or use the Site and/or the Services at any point after such notice, you confirm your acceptance of the revised Agreements and all of the terms incorporated therein by reference. We encourage you to review the Agreements frequently to ensure that you understand the terms and conditions that apply when you access and/or use the Site and/or the Services. If you do not agree to the revised Agreements, you may not access or use the Site and/or the Services.

1. DEFINITIONS

In the Agreements:

"**Applicable Law**" means any law, rule, statute, subordinate legislation, regulation, by-law order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to the Agreements), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

"**Blockchain**" means the decentralised blockchain on which an NFT is recorded.

"**Creator**" means any of our affiliates (including but not limited to Baselabs) and other third parties, artists, creators or intellectual property right holders, in each case, invited or approved by us in our absolute and sole discretion to access and use the Site.

"**Items**" means any audio or visual material, including without limitation designs, drawings, prints, in any form or media, including without limitation videos and photographs, that may be Minted as an NFT by the Creator on a Blockchain.

"**Licence Terms**" means the terms of the licence associated with an NFT granted to the owner of that NFT.

"**Mint**" or "**Minting**" means the creation and deployment of NFTs on a Blockchain. "**NFTs**" means the unique non-fungible tokens generated from Items Minted by the Creator. "**Purchase Terms**" means the terms with respect to the sale and purchase of an NFT.

"**Services**" means the services provided by Ultiverse on the Site, as described in Clause 2 in detail.

"**Supported Digital Wallet**" means thirty party electronic wallet we support (decided in our absolute and sole discretion) that allows you to purchase, store, and engage in transactions using cryptocurrency.

2. SERVICES

1. Marketplace

- a. The Site is a marketplace which allows users, among other things, to browse and purchase NFTs. The Services are designed to help you to browse, explore and purchase NFTs created by Creators, facilitate your interactions with different Blockchains with respect to those NFTs.
- b. Items displayed on the Site are listed or provided by the Creators. If you click an Item on the Site, you could get more details relating to that Item and the relevant Creator. You understand and agree that you bear responsibility for verifying the legitimacy, authenticity, and legality of those Items or NFTs listed or provided by any Creator. We do not guarantee that any Item or NFT visible on the Site will always remain visible and/or available to be Minted, bought, or transferred.
- c. You understand and agree that we do not execute or effectuate Minting of any Items or purchase, transfer or sale of any NFT.
- d. You understand and agree that, whilst we offer a marketplace for NFTs, we do not Mint, buy, sell or take custody or possession of any NFTs, nor do we act as an agent or custodian for the Creators or any user of the Site and/or the Services. You acknowledge and agree that we will have no insight into or control over these transactions, nor do we have the ability to reverse any such transactions. ACCORDINGLY, WE WILL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF SUCH TRANSACTIONS.

2. Connecting your Supported Digital Wallet

- a. If you elect to purchase any NFT on the Site, you will be required to connect a Supported Digital Wallet to the Services to make or receive payments. You understand and agree that your blockchain public key will be made publicly visible whenever you engage in a transaction through the Services.
- b. [You may connect multiple Supported Digital Wallets to the Services, but only one Supported Digital Wallet and the contents therein may be displayed on the Site and used with respect to the

Services at the same time (such Supported Digital Wallet, the “**Main Wallet**”). You may change the Main Wallet among all your Supported Digital Wallets connected to the Services any time.]

- c. Once you submit an order to purchase an NFT, your order is passed on to your Main Wallet, which completes the transaction on your behalf and stores the relevant NFT(s).
- d. By using our Services, you agree that such transactions are also governed by the relevant terms of service and privacy policy for the relevant Supported Digital Wallet.
- e. You acknowledge and agree that:
 - 1. we are not a digital wallet provider, exchange, broker or creditor; and
 - 2. we are not a financial institution and we are not licensed by or under the supervision of any financial supervisory authority. We do not provide any licensed financial services such as investment services, capital raising, fund management, management of a collective investment scheme or investment advice. None of the information that we provide should be regarded as financial advice or "recommendation" regarding a course of action;
 - 3. we may require you to provide additional information and/or documents at the request of any competent authority or in order to help us to comply with any Applicable Law including but not limited to those laws related to anti-money laundering and counter- terrorism financing.

3. Ownership and Licence

- a. [When you have purchased an NFT on the Site, subject to the relevant Purchase Terms, you shall own it and have the right to sell, display or give away that NFT. In respect of the Item associated with the NFT, subject to the Licence Terms, you will also have a worldwide, perpetual, non-exclusive, transferable, royalty-free licence to use and display such Item, for so long as you own the NFT, solely for the following purposes: (a) for your own personal, non-commercial use; (b) for your use of the Services; or (c) for your use of a third party website or application that stores or sells that NFT. YOU UNDERSTAND AND AGREE TO COMPLY WITH ANY TERMS, INCLUDING LICENCES OR PAYMENT RIGHTS THAT ARE EMBEDDED WITHIN OR OTHERWISE INCLUDED WITH ANY NFT THAT YOU PURCHASE.]

- b. Unless indicated otherwise, the Site and the Content are the proprietary property of Ultiverse or our affiliates, licensors, the Creators and you may not copy, imitate, use (whether commercial or otherwise) or take any action inconsistent with such ownership interests (other than pursuant to the Agreements, the Purchase Terms or Licence Terms), in whole or in part, the Site, the Content and the Services and without our prior written consent. We, our affiliates, licensors and the Creators reserve all rights in connection with the Site and/or the Content, including, without limitation, the exclusive right to create derivative works.

- c. All other copyrights, trademarks, product names, and logos on the Site relating to and including the Items and the NFTs, are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable intellectual property right owner (subject to the Licence Terms with respect to the NFTs where applicable). We reserve

our rights to suspend, limit or terminate your access to the Site and/or our Services if you have actually or allegedly infringed upon any person's intellectual property rights.

4. Data Protection/ Privacy

- a. You confirm that you have read and understood our Ultiverse Privacy Policy and understand how we collect, use, disclose and share amongst ourselves your personal data and disclose such personal data to our authorised service providers and relevant third parties.

- b. We reserve the right at any time to satisfy our internal requirement as to your personal data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.

5. Nature of the Blockchain

You understand that, given the nature of the Blockchain, the information and history recorded on a Blockchain (e.g. transactions or purchase history involving NFTs) are irreversible, and losses due to fraudulent or accidental transactions may not be recoverable.

6. Unauthorised Access.

You agree that you will not:

- a. buy, sell, rent, or lease your access to the Site or Services to any third party without our prior written consent;
- b. log in or try to log in to access the Site or Services through any unauthorized third party softwares, integrations, applications or systems.

7. Taxes

You agree that you are solely responsible for determining and paying what, if any, taxes apply to your NFT transactions through the Services. We are NOT responsible for determining the taxes that may apply to your NFT transactions.

3. SPECIFIC REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. You represent and warrant that your entry into the Agreements and/or your access to or use of the Site and/or Services would not result or likely to result in a violation of any Applicable Law.
- b. You agree that it is your sole responsibility to maintain the security of your account on the Site (the "**Account**") and the associated Supported Digital Wallet and accept all risks of unauthorized access to your Supported Digital Wallet. You agree to immediately notify us if you discover or otherwise suspect any security breaches related to the Services or your Account, otherwise you may be held liable to any actions of that Account. You understand and agree that, in case of any dispute regarding the Account, we may try to verify your ownership to an Account based on the

information provided by you to us and other information we have in connection with such Account. However, we do not represent or warrant the authenticity or accuracy of any such verification. We will take reasonable steps to handle your request in connection with any reported security breaches. However, you acknowledge and agree that, we, our affiliates or third party service providers shall not be responsible and liable for any claims or damages that may arise as a result of such security breaches, except for our gross negligence.

- c. You consent to receive electronic communications from us (e.g., emailing or webmailing you notices with respect to the Service). These communications may include notices about your use of the Services (e.g., transactional information).
- d. If you are a guardian agreeing to the Agreements on half a person of which you are a guardian, you hereby agree and accept that person's full responsibility for accessing or using the Services, including all financial expenses and legal responsibilities that he or she may bear.

4. ASSUMPTION OF RISK RELATED TO NFTS

- a. You understand and agree that your access to or use of the Site and/or the Services is subject to certain risks including without limitation:
 - 1. price and liquidity of blockchain-based assets, including the NFTs, are extremely volatile and may be subject to fluctuations;

2. fluctuations in the price of other digital assets could materially and adversely affect those of the NFTs;
3. legislative and regulatory changes or actions may adversely affect the minting, use, transfer, and value of the NFTs;
4. the NFTs are not legal tenders and they are not backed by any government;
5. transactions involving the NFTs may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable. A transfer for any NFT to an incorrect digital asset wallet address will result in the irreversible loss of such NFT;
6. the value of the NFTs may be derived from the continued willingness of the market participants to exchange fiat currency or digital assets for the NFTs, and therefore the value of the NFTs is subject to the potential of permanent or total loss of value should the market for the NFTs disappears or becomes illiquid;
7. the NFTs are subject to the risk of fraud, counterfeiting, cyber-attacks and other technological difficulties which may prevent access to or use of your NFTs; and
8. withdrawal of an NFT to a digital asset wallet outside the Site (cold or hot) is at your own risk.
 - b. you understand and agree that you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself. We do not give any advice or recommendations regarding the NFTs. You understand and agree that you access and use the Site and/or the Services at your own risk. You understand and agree that we will not be responsible for any communication failures, disruptions, errors, or distortions you may experience when accessing or using the Site, the Services and/or the NFTs.

5. TRANSACTION

1. Purchase an NFT

- a. You may be able to use the Services to purchase an NFT created by a Creator. [The Creator may designate and we will display at the point of sale, among other things, (i) the Purchase Terms with respect to the NFT; (ii) the Licence Terms with respect to the NFT; and (iii) the pricing and the payment terms. We do not guarantee an NFT purchased through the Services will be transferable in or on any other platform, other than its Blockchain. You agree to read all Purchase Terms and the Licence Terms before you purchase an NFT and will contact us and the Creator if you have any questions. By purchasing an NFT through the Services, you agree and confirm that you fully understand and aware of all relevant Purchase Terms and the Licence Terms. If you are not satisfied with any Purchase Term, please do not purchase such NFT.

- b. You understand and agree that we are not and shall not be a party to the sale and purchase of an NFT, any Purchase Term or any Licence Term in connection with the NFT or any transaction or dispute between any Creator and you, as purchaser or owner of an NFT or licensee of the Item underlying the NFT. The Creator and the relevant owner are entirely responsible for communicating, promulgating, agreeing to, and enforcing any Purchase term and/or Licence Term. You understand that you may have to click into the relevant third party link to locate the relevant Purchase Terms and Licence Terms and you are solely responsible for reviewing all such Purchase Terms and Licence Terms.

- c. By purchasing an NFT through the Services, you represent and warrant that you have, or have obtained, all necessary titles, rights, interests, licences, approvals, consents, permissions, power and/or authority to purchase that NFT.
 - ii. Fees and payments
 - a. You understand and agree that the transactions that you make on the Site may require payment of gas fees and/or other transaction fees (if any) as indicated at the point of sale or otherwise on the Site. You will be solely responsible to pay all such fees for any transaction that you enter into.

 - b. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the Services, or any other payment or transactions that you conduct via the Services.

 - iii. User content

By engaging in the transactions contemplated in this Clause 5 and/or otherwise accessing or using the Site and/or Services, you understand and agree that you are responsible for any content or material you submit or contribute, and you, and not us, have full responsibility for such content or material, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for such content or material, accuracy, or appropriateness of any content or material submitted or contributed by you or any other user on the Site.

6. SUSPENSION OR TERMINATION OF SERVICES

- a. Notwithstanding anything contained in the Agreements, we reserve the right in our absolute and sole discretion to modify, suspend, or discontinue the Services, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our absolute and sole discretion.
- b. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by the Applicable Law.
- c. You hereby further release and forever discharge us from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services.

7. ACCEPTABLE USE POLICY AND ENFORCEMENT RIGHTS

1. Acceptable Use Policy

- a. We hereby grant you a limited, non-exclusive, non-transferable, revocable licence for the sole purposes of enabling you to access and use the Site and the Services. Such licence will be terminated if you do not comply with the Agreements. You undertake that you will abide by the Agreements and will not (and shall not, knowingly or otherwise, authorise, allow or assist any other person to):
1. take any action to gain or attempt to gain unauthorised access to the Site, the Services or Supported Digital Wallets of any other user;
 2. use the Services to perform unlawful activities that violate any Applicable Laws (including but not limited to money laundering, terrorism financing and/or fraudulent activities) or immoral activities or any fraudulent, deceptive or manipulative trading activities;
 3. use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;
 4. use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
 5. use data collected from our Services for any direct marketing or solicitation activity;
 6. use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Site and/or the Services, extract data or otherwise interfere with or modify the rendering of Services or their functionality;
 7. use the Services to engage in any activity which operates to defraud us, other users, or any other person, or to provide any false, inaccurate, or misleading information to us;
 8. use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are or redeemable for securities or financial instruments, (ii) give owners the rights to participate in an initial coin offering or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, decentralize finance yield bonuses, staking bonuses, and burn discounts; or
 9. use the Services in any manner that would lead to infringement of our, our affiliates or any third party's intellectual property rights or other rights;
 10. engage in any other activities deemed inappropriate by us or which is in contravention of the Agreements or any Applicable Laws.

2. Enforcement Rights

We are not obligated to monitor your access to or use of the Site or the Services. However, we have the right to do so for the purpose of operating the Site and the Services, to ensure your compliance with the Agreements and any Applicable Law. We reserve the right to limit your use of the Site and/or the Services we provide, including the right to restrict, suspend or terminate your access to the Site and/or the Services if we believe you are in breach of the Agreements or are misusing the Site and/or the Services. We may suspend or terminate your access to the Site or the Services at any time in connection with any transaction as required by any Applicable Law, or if we in our absolute and sole and discretion determine you are violating the Agreements or the terms of any third party service provider. Such suspension or termination shall not be constituted a breach of the Agreements by us and we will have no responsibility or liability to you or to any third party for any claims or damages that may arise. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations and controls may include, where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from accessing or using the Site or the Services.

8. LIABILITIES

8.1 DISCLAIMERS

YOUR ACCESS TO AND USE OF THE SITE AND/OR THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THE CONTENTS ON THE SITE OR IN THE SERVICES, AND THE NFTS LISTED OR FOR THE ITEMS LISTED ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. WE DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT AS TO THE SERVICES OR ANY CONTENT ON THE SITE OR USED IN

THE SERVICES. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES. YOU AGREE AND CONFIRM THAT YOU WILL CAREFULLY READ THE RELEVANT INFORMATION AND THE PURCHASE TERMS OF A NFT BEFORE MAKING ANY PURCHASE TO ENSURE THAT IT MEETS YOUR REQUIREMENTS AND PURPOSES.

WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND/OR THE SERVICES SAFE, WE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICE, ANY CONTENT THEREON OR THEREIN, OR ANY NFTS LISTED ON THE SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SITE, THE SERVICES, THE ITEMS AND THE NFTS. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT WE WILL NOT BE IN BREACH OF THE AGREEMENTS AND WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM OR RELATING TO: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER UPGRADE, SERVER MAINTENANENCE, SERVER FAILURE, SERVER ERROR, SERVER DELAY OR DATA LOSS RELATING TO THE SERVICES; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO THE SITE; (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, TROJAN HORSES, MALICIOUS PROGRAM ATTACKS, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE, THE SERVICES OR ANY NFT; (VI) ACTS OF GOD, FLOOD, DROUGH, EARTHQUAKE OR OTHER NATURAL DISASTER; (VII) EPIDEMIC OR PANDEMIC; (VIII) TERROIST ATTACK, CIVIL WAR, CIVIL COMMOTION OR RIOTS, WAR, THREAT OR PREPARATION FOR WAR, ARMED CONFLICT, IMPOSITION OF SANCTIONS, EMBARGO, OR BREAKING OFF OF DIPLOMATIC RELATIONS; (IX) CHANGE OF BUSINESS PLAN OR ANY ACTIONS TAKEN BY US RELATING TO THE SERVICES IN ORDER TO COMPLY WITH ANY LAW OR ANY ACTION TAKEN BY A GOVERNMENT OR PUBLIC AUTHORITY; (X) INTERRUPTION OR FAILURE OF UTILITY SERVICE, POWER FAILURES, SYSTEM INSTABILITY, SYSTEM OR EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES; (XI) NON-PERFORMANCE OF OR DEFECTS CREATED BY THIRD PARY SERVICE PROVIDERS; AND (XII) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND THE AGREEMENTS.

THE NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE

OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER OF THE BLOCKCHAIN. WE DO NOT GUARANTEE WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFT. WE CANNOT AND DO NOT GUARANTEE THAT ANY NFT WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY NFT PURCHASED THROUGH THE SERVICES.

NOTHING HEREIN SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUD, DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, VIOLATION OF LAWS, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER THE APPLICABLE LAW.

8.2 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WE, OUR AFFILIATES AND OUR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THE AGREEMENTS, THE SITE, THE SERVICES, THE NFTS OR ANY THIRD PARTY SITES OR PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SITE, THE SERVICES, THE NFTS OR ANY THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF US ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENTS, ACCESS TO AND USE OF THE SITE, THE SERVICES, THE ITEMS OR THE NFTS EXCEED [SG\$100]. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF US FOR PERSONAL INJURY CAUSED BY OUR FRAUD, FRAUDULENT MISREPRESENTATION OR NEGLIGENCE.

8.3 THIRD PARTY MATERIALS

Certain parts of the Site and/or the Services may display, include or make available content, data, information, applications or materials from third parties, e.g. Items and/or NFTs provided

by a Creator, together with any name, likeness, image, signature, voice and other identifiable

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9. INDEMNIFICATION

To the fullest extent permitted by the Applicable Law, you agree to indemnify, defend, and hold harmless us and our affiliates from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to the Agreements or your access to or use of the Site or the Services, whether known or unknown,

foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort (including negligence), contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Services or, Items or NFTs, including, without limitation, any act or omission involving any third party in connection with the purchasing of any NFTs or licensing of the Items; (b) any feedback you provide on the Site; (c) your misrepresentation in connection to or your violation of the Agreements; (d) your violation of the rights of any third party, including another user of the Site or the Services; (e) any breach or non-performance of any covenant or agreement binding on you, including without limitation the Purchase Terms and the Licence Terms; (f) the Minting,

listing, purchasing, selling, or trading of any NFTs or the licensing of the Items; or (g) any off-chain benefits or transactions in connection with the NFTs (other than the related licensing of the Items). You agree to promptly notify us of any third party Claims and cooperate with us and our affiliates in defending such Claims. You further agree that we and/or our affiliates shall have control of the defense or settlement of any Claims.

10. THIRD PARTY SERVICES; THIRD PARTY TERMS

The Services may allow you to access third party websites, applications, portals or other resources. We provide such access only as a convenience and are not responsible for the contents, products or services on or available from those resources. You acknowledge your sole responsibility for and assume all risk arising from your use of any third party resources.

11. TRANSFER, ASSIGNMENT AND DELEGATION

You may not assign or transfer any right to use the Services or any of your rights or obligations under the Agreements without our prior written consent, including any right or obligation related to the enforcement of laws or the change of control. We may assign or transfer any or all of its rights or obligations under the Agreements, in whole or in part, without notice or obtaining your consent or approval.

12. SEVERABILITY

If any provision of the Agreements shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such

provision under any Applicable Laws shall not affect the other provisions of the Agreements under such Applicable Law or those provisions' invalidity or enforceability under the other laws and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect under the relevant laws. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under the Applicable Laws.

13. ENTIRE AGREEMENT

The Agreements constitute the entire agreement between the parties regarding their subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, (whether oral or in writing, express or implied).

Each party acknowledges that in agreeing to the Agreements it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in the Agreements.

14. WAIVER

The rights, interests, powers or remedies under the Agreements may not be waived in whole or in part except in writing by the party having such rights, powers, interests or remedies. The delay of enforcement or the non-enforcement of any of the terms of the Agreements by any party shall not be construed as a waiver of such party in connection with such enforcement and no right, interest, power or remedy conferred upon or reserved for any party in the Agreements is exclusive of any other right, interest, power or remedy available to that party and each such right, interest, power or remedy shall be cumulative.

15. NOTICES AND COMMUNICATION

By using the Services, you agree that we may provide you with notices or other communications, including marketing, relating to your use of the Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each

case to the phone number that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us. Notices to us should be sent electronically to [\[contact@ultiverse.io\]](mailto:contact@ultiverse.io).

16. THIRD PARTY RIGHTS

Other than our affiliates, a person who is not a party to the Agreements has no right to enforce any of the terms in the Agreements.

17. SURVIVAL

You agree and understand that all provisions of the Agreements of Use shall survive the termination or expiration of the Agreements.

18. GOVERNING LAW

The Agreements are governed by and shall be construed in accordance with the laws of the Republic of Singapore ("**Singapore**") without regard to any choice or conflict of laws rules.

19. DISPUTE RESOLUTION

1. Arbitration

- a. Subject to Clause 19.2, any dispute, controversy or, claim or difference of any kind whatsoever arising out of, relating to or in connection with the Agreements, including the existence, validity, interpretation, performance, breach or termination thereof, the validity, scope and enforceability of this arbitration provision and any dispute regarding non-contractual obligations arising out of or relating to it (each, a "**Dispute**"), shall be referred to arbitration upon the demand of either party to the dispute with notice (the "**Arbitration Notice**") to the other party (parties).
 - b. The Dispute shall be settled and finally resolved by arbitration administered by the Singapore International Arbitration Centre (the "**SIAC**") in accordance with the Arbitration Rules of Singapore International Arbitration Centre (the "**SIAC Rules**") in force when the Arbitration Notice is submitted in accordance with the SIAC Rules, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The number of arbitrators shall be three (3). [The claimants in the Dispute shall nominate one (1) arbitrator, the respondents in the Dispute shall nominate one (1) arbitrator, and the two (2) arbitrators shall jointly select the third (3rd) arbitrator who shall act as the presiding arbitrator of the arbitration tribunal.]
 - c. The award of the arbitral tribunal shall be final and binding upon the parties to the Dispute, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.
4. Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from
- any court of competent jurisdiction pending the constitution of the arbitral tribunal.
- e. During the course of the arbitral tribunal's adjudication of the Dispute, the Agreements shall continue to be performed except with respect to the part in dispute and under arbitration.]

2. Waiver of Class or Consolidated Actions.

ALL DISPUTE WITHIN THE SCOPE OF THE ARBITRATION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. IF A DECISION IS ISSUED STATING THAT THE APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS CLAUSE 19.2' S LIMITATIONS AS TO A GIVEN CLAIM FOR RELIEF, THEN THE CLAIM MUST BE SEVERED FROM THE ARBITRATION AND BROUGHT INTO THE COURTS OF THE REPUBLIC OF SINGAPORE.