

# Master Terms of Service

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Last updated **April 2023**

These Terms of Service (these "**Terms of Service**") govern the relationship between PeopleBrowsr, Inc. and its parent, subsidiary, sibling, and successor entities ("**PeopleBrowsr**," "**us**," or "**we**") and our users and others ("**you**," "**your**") who interact with PeopleBrowsr or our products, services, Applications, and our Platform (the PeopleBrowsr cloud based "software as a service" SaaS development and deployment environment), collectively, the "**Services**".

By accessing or continuing to use the Services, you agree to abide by these Terms, as updated from time to time. You should read all of the Terms which are applicable to your use of our Services and Platform and if you do not agree with any of these Terms, you should cease using our Services and Platform. Any reference to a defined term that is not defined in any of the schedules will have the same meaning as that defined in the General Terms

These consist of:

- **Part A - General Terms (General Terms)**, which apply to all users who use the Services;
- **Part B – End User Terms (End User Terms)**, which apply in addition to our General Terms to all end users of our Services, including Hubs operated by Hub Owners;
- **Part C – Data and Privacy Policy (Data and Privacy Policy)**, which apply addition to the General Terms to all users.
- **Part D – NFT Terms (NFT Terms)**, which apply in addition to the General Terms and End User Terms to all users of our Services who are engaging in the creation (as a private user), sale or purchase of NFTs, including whether through a Hub operated by a Hub Owner or directly with us and including Kred Domain NFTs; and
- **Part E – Hub Owner Terms (Hub Owner Terms)**, which apply in addition to our General Terms to those who create and operate a Hub account.

Other terms, conditions, and policies may apply to specific Services or products, which we will tell you about through those Services, and are also incorporated into and subject to these Terms by reference. To the extent that those supplemental terms or any of the schedules conflict with these Terms, the supplemental terms or the relevant schedule prevail with respect to your use of such Services.

# Part A – General Terms

By accessing or continuing to use our Platform, you agree to abide by these general terms and conditions of use together with such other terms as may be applicable to you and which will be in addition to these terms. If you do not agree to these terms you must immediately cease using our Platform.

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## 1. General

- 1.1 This Website is owned and operated by PeopleBrowsr, Inc (**PeopleBrowsr, us, we and our**). As noted above, your continued use of our Website indicates your agreement to these End User Terms.
- 1.2 Kred NFTs are provided by the following entities to Users in the following jurisdictions:
- (a) United States: NFT.Kred Inc;
  - (b) Australia: NFT.Kred Pty Ltd. (ACN 625 041 536); and
  - (c) Rest of World: NFT.Kred Pty Ltd. (ACN 625 041 536).
- 1.3 You should regularly review these General Terms and our End User Terms, Data and Privacy Policy, NFT Terms of Sale and (if applicable) Hub Owner Terms. To the extent of any inconsistency between the terms, these General Terms will prevail to the extent of any inconsistency.

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## 2. Limitation of Liability

- 2.1 Our Services and Platform are provided “AS IS” and no warranty or representation is made as to the fitness for purposes of our Services and Platform.
- 2.2 To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:
- (a) your use of our Services or any linked website, content, products and services (together, the linked services) (including interference with or damage to your computer or mobile devices arising in connection with any such use);
  - (b) the Website or our Services being interrupted or unavailable;
  - (c) errors or omissions from the Website or our Services;
  - (d) any failure or lack of any security measures by us, or any third party including in relation to the storage or transfer of NFTs;
  - (e) viruses, malicious codes or other forms of interference affecting the Website or our Services or any linked services;

- (f) your use of or reliance on information contained on or accessed through the Website or our Services or any linked services, which information may be incorrect, incomplete, inadequate or outdated;
  - (g) goods or services supplied pursuant to or in any way connected with the Website or our Services;
  - (h) unauthorized access to or use of, our servers and/or any information stored on them; or
  - (i) any failure or omission on our part to comply with our obligations as set out in these End User Terms.
- 2.3 We do not accept responsibility for inaccuracies or errors in any information about, or advertisements in respect of, goods and services, contained in the Website which are supplied by our Affiliates. The placement of such advertisements does not constitute a recommendation or endorsement by us of the relevant goods or services and the third party or owner of the linked services is solely responsible for any representations made in connection with information in respect of it and its goods and services displayed on the Website.
- 2.4 To the maximum extent permitted by law, you agree to indemnify and keep indemnified us, our Affiliates and their Personnel against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or indirectly in connection with your use of the Services, or from your violation of these Terms.
- 2.5 Participants in any minting agree to hold the us harmless for any loss incurred as a result of minting, including but not limited to, excessive gas fees for failed transactions, excessive gas fees resulting from a website or smart contract bug and/or and loss of product or asset resulting from a website or smart contract bugs or unexpected operation.

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### **3. Governing Law**

These Terms are governed by the laws in force in the State of New York and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these End User Terms, other than as set out below.

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### **4. Dispute Resolution and Class Action Waiver**

- 4.1 Any dispute, claim or controversy (**Dispute**) arising out of or relating to any of these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking urgent interlocutory or provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 4.2 If permitted by applicable law, each party waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

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## 5. Definitions

In these Terms:

**Affiliate** means a third party with whom we have entered into an agreement to assist our provision of the Website or our Services, and to or from which you hereby instruct us to obtain or send data, including payment instructions;

**Intellectual Property Rights** means any and all:

- (a) current and future registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trade marks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions and discoveries;
- (b) applications for grant of any of the above;
- (c) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and
- (d) intellectual property as defined in Article of the Convention Establishing the World Intellectual Property Organisation 1967,

throughout the world for the full period of those rights and for all renewals and extensions;

**NFTs** means non-fungible tokens;

**Payment Processor** means Stripe or any other third party payment processor what we use from time to time, to bill you through a payment account linked to your account;

**Personnel** means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party;

**Platform** means the PeopleBrowsr cloud based “software as a service” SaaS development and deployment environment;

**Services** means our products, services, applications, and our Platform; and

**Website** means the website available at [www.peoplebrowsr.com](http://www.peoplebrowsr.com) or any other website as may be made available by us from time to time.

## Part B – End User Terms

By accessing or continuing to use our Website and related services, you agree to abide by these terms (**End User Terms**), including our Data and Privacy Policy. If you do not agree with any of these End User Terms, or the terms of our Data and Privacy Policy you should cease using our Website.

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### 1. General

- 1.1 This Website is owned and operated by PeopleBrowsr, Inc (**PeopleBrowsr, us, we and our**). As noted above, your continued use of our Website indicates your agreement to these End User Terms.
- 1.2 Please read the following End User Terms to understand your rights and obligations when accessing our Website.
- 1.3 Anyone can browse our Website without registering for an account. You may be required to register for an account in order to access and use certain features on the Website, such as participating as a user, including by creating your own NFTs or placing a bid in an Auction. To use such Services you will also need to agree to our NFT Terms of Sale, which will be separately available, in addition to these End User Terms and our Data and Privacy Policy.
- 1.4 We may also offer additional products and services from time to time to you. By browsing or accessing our Website using the Services, you agree to be bound by these End User Terms and acknowledge that you have read and understood them. If you do not accept these End User Terms, you must immediately cease using our Website.
- 1.5 We reserve the right to amend these End User Terms from time to time. Amendments will be effective as soon as such changes are notified on the Website. Your continued use of the Website and our Services following such notification constitutes agreement by you to be bound by these End User Terms as amended.
- 1.6 You should regularly review these End User Terms. Where there is inconsistency between the content on the Website and these End User Terms, the End User Terms shall prevail to the extent of any inconsistency.
- 1.7 These End User Terms constitute the entire agreement between you and us with respect to their subject matter and supersede all prior agreements and understandings between you and us in connection with the Website..

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### 2. Information contained on our Website

- 2.1 The content and information we present on our Website is intended to provide a summary of the subject matter covered. While we use all reasonable steps to ensure the accuracy and completeness of information and content on our Website, to the greatest extent permitted by law, including the Australian Consumer Law, we give you no warranty concerning the accuracy or completeness of our content or information. Content and information on our Website may change without notice to you, but we do not warrant that we will keep this content or information updated. We are not liable to you or anyone else if the content or information on our Website is not up-to-date, accurate or complete.
- 2.2 We are not liable to you or anyone else if any part of our Website (or a website we link to) causes interference with or damage to your computer systems (including your mobile devices). You must take such precautions as you feel are sufficient to protect yourself from

any malware, viruses or any other way in which our Website (or a website we link to) could damage your computer systems (including your mobile devices).

- 2.3 We will not be liable in any way for any content or materials of any third parties, including, but not limited to, for any errors or omissions in any content, for any purported rights or for any loss or damage of any kind incurred as a result of the use of any such content.
- 2.4 You acknowledge that we do not pre-screen content, but that we will have the right in our sole discretion to refuse or remove any content that is available via the Website notwithstanding that we will have the right to remove any content that violates these End User Terms or is deemed by us, in our sole discretion, to violate the rights of any third party (including, without limitation abusing, stalking, threatening or otherwise, infringement of copyright, trade mark, or other Intellectual Property Rights, misappropriation of trade secrets, confidential information, electronic fraud, invasion of privacy, pornography, obscenity or libel) or be otherwise objectionable.
- 2.5 You agree that you must evaluate, and bear all risks associated with, the use of any content and the purchase of any products, including any reliance on the accuracy, completeness, or usefulness of such content.
- 2.6 You acknowledge and consent to the risk that the price of products may have been influenced by activity outside of our control.
- 2.7 We do not represent, guarantee, or warrant the accuracy or fairness of the price of any product sold or offered for sale on or off of the Website.
- 2.8 All content contained on the Website is for information purposes only and does not constitute advice from us. You agree and acknowledge that we are not a fiduciary nor do we owe any duties to any user on the Website, including the duty to ensure fair pricing of products or to moderate user behavior on the Website.

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### **3. Content**

- 3.1 Other than information about an identifiable individual, which is covered under our Data and Privacy Policy, any Content you post, transmit or upload to the Website (including without limitation, reviews, comments, bug reports, ideas or other feedback) will be considered non-confidential and non-proprietary.
- 3.2 You consent to any act or omission which would otherwise constitute an infringement of your moral rights you may have in respect of Content. This consent survives any termination of these End User Terms.
- 3.3 You agree that we will have no obligations with respect to any Content, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Content and all data images, sounds, text and other things embodied in the Content for any and all commercial and non-commercial purposes.
- 3.4 By posting, uploading or transmitting any Content, you represent and warrant that any Content does not and will not:
  - (a) breach any applicable law;
  - (b) contain any viruses or any other harmful program;
  - (c) contain any defamatory, obscene or offensive material;

- (d) promote violence or discrimination;
  - (e) infringe the Intellectual Property Rights of another person;
  - (f) breach any legal duty owed to a third party (such as a duty of confidence);
  - (g) promote illegal activity or breach the privacy of any other person;
  - (h) be threatening, abusive or invade another person's privacy or be likely to harass, upset, embarrass or annoy any other person;
  - (i) give the impression that the Content originates from us;
  - (j) be used to impersonate another person or to misrepresent your affiliation with another person; or
  - (k) contain any unsanctioned advertising, promotional materials, or other forms of unsanctioned solicitation, including without limitation, junk mail, spam, chain letters or any unsolicited mass distribution of email.
- 3.5 The prohibited acts set out in clause 3.4 are not exhaustive. We reserve the right (but do not undertake, unless required by law, any obligation) to edit or remove any Content without notice to you, in our sole discretion.
- 3.6 You grant us an irrevocable, perpetual, exclusive, transferable, royalty free worldwide licence to use, copy, modify and distribute any Content in any manner we think fit (including without limitation, by reproducing, altering or communicating the Content to the public). You also grant us the right to sublicense these rights.
- 3.7 Content reflects the opinions of users who have used the Website and any statements, advice or opinions provided by such persons are theirs alone. To the maximum extent permitted by law, including any restrictions contained in the Australian Consumer Law, we assume no responsibility or liability to any person for any Content, including without limitation, any errors, defamatory statements, obscenity, omissions or misrepresentations in any such Content.

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## 4. Transactions

- 4.1 Transactions can occur either by way of initial sales from registered users of the Platform (**Primary Sales**) or by way of subsequent sales between a registered user and other registered users (**Secondary Sales**). As a marketplace, we cannot make any representation or guarantee that you will achieve any particular outcome as the result of listing products on the Platform.
- 4.2 All transactions must be paid with fiat currency into depository accounts. In order to participate as a registered user in the marketplace, you must add your purchase and deposit details to your private dashboard.
- 4.3 If you are a seller of a product, you must be approved by our Payment Processor and you agree to comply with our Payment Processor's terms for the use of its services, including its privacy policy.
- 4.4 Any transactions, whether through Primary Sales or Secondary Sales, will be governed by our NFT Terms.

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## 5. Intellectual Property and Copyright

- 5.1 All legal rights, title and interest in and to all elements of the Website, our Services and the content of the Website and our Services (including its “look and feel”, text, graphics (all art, drawings and artistic works), images, logos, icons, photographs, editorial content, films, sound recordings, literary works, software, design, systems, methods, information, computer codes, compilation of content, other codes, data and other material) (**Intellectual Property**), and all Intellectual Property Rights in and associated with the Intellectual Property (including without limitations all copyright, trademarks, service marks and trading names) is owned by us or licensed to us by third parties and protected under applicable laws.
- 5.2 Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in the jurisdiction in which you are located, and except as expressly authorized by these End User Terms or in writing by us, you may not in any form or by any means:
- (a) copy, adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website, the Services or the Intellectual Property; or
  - (b) commercialize any information, products or services obtained from any part of the Website, the Services or the Intellectual Property.
- 5.3 We reserve all rights to the Materials not expressly granted to you in these End User Terms.
- 5.4 Subject to the terms and conditions in these End User Terms, we grant you a limited licence to access the Website and view and use the content (and Materials). Any further interaction with our Platform, will be subject to our NFT Terms or any of our other related terms.
- 5.5 You must not reproduce the Materials or communicate the Materials to the public (including via any form of linking) without the prior written approval of the owners of such Materials. Any permitted use or disclosure (including reproductions and communications to the public) of any Materials by you are on the basis that:
- (a) such use and disclosure is at your own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
  - (b) you ensure that all links to Materials are presented or used in a way that makes it clear that our Website and Services are the source of the Materials;
  - (c) you ensure that anyone who uses or reproduces your links to the Materials does so on the same terms as a person who accesses the Materials directly from the Services;
  - (d) you ensure that anyone who uses or reproduces your links to the Materials is not able to circumvent the limits (including technological restrictions and as to location) applying in respect of the Materials were the Materials to be accessed or sought to be accessed directly from the Services rather than via their links;
  - (e) you do not link the Materials in a way that damages or takes advantage of our reputation, including in a way that suggests or implies that you have any association or affiliation with us or approval or endorsement; and
  - (f) you otherwise comply with our directions, including any take down or cease or desist directions.



- 5.6 Subject to the terms and conditions of these End User Terms, you must not, or permit any third party to, do or attempt to do, any of the following without our express prior written consent in each case (consent could be withheld at absolute our discretion):
- (a) apply for, register, or otherwise use any intellectual property rights in the Intellectual Property or Materials, or substantially similar to the Intellectual Property or Materials, anywhere in the world;
  - (b) sell, distribute for commercial gain or otherwise commercialize merchandise that includes, contains or consists of the Intellectual Property or Materials.
- 5.7 To the extent that you use our Website (and any Materials) which contain third party intellectual property, you acknowledge and agree that:
- (a) you will not have the right to use that third-party intellectual property except as provided for in the Website and subject to these End User Terms;
  - (b) you might be subject to additional restrictions regarding the use of that third-party intellectual property depending on the licences from the third-party to us; and
  - (c) you will be responsible for complying with any restrictions regarding the use of that third-party intellectual property.
- 5.8 Your licence under these End User Terms to use the content of the Website and Intellectual Property (and Materials) applies when using any services available on our Website and is subject to any further limitations set out in any terms of use, or terms and conditions for additional products and/or services.

**5.9 U.S. Digital Millennium Copyright Act and Trademark Notice and Takedown**

- (a) The following section pertains to users residing in the United States only.
- (b) We will respond to legitimate requests made pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (**DMCA**) and trade mark law, and we retain the right to remove Content from the Services that we believe in good faith infringes on any third party's Intellectual Property Rights upon notice from the owner of such intellectual property, or their agent. Be advised that misrepresentations of infringement could result in liability for monetary damages and that we reserve the right to seek damages and indemnification from any party that submits a Notice of Claimed Infringement or Counter Notification in violation of U.S. law.
- (c) Any Notice of Claimed Infringement and request for removal, and all Counter Notifications thereto, the requirements for which are listed below, should be sent to our Designated Agent by physical or electronic mail at:

PeopleBrowsr, Inc.  
Attention: Designated  
Agent  
150 Executive Park Boulevard, Suite 3050, San Francisco, CA 94134  
Email: [copyright@peoplebrowsr.com](mailto:copyright@peoplebrowsr.com)

Please only use the above address for submitting the notices set forth in this clause 5.9. Any other correspondence about us, the operation of the Services or any other matter should be sent to [contact@peoplebrowsr.com](mailto:contact@peoplebrowsr.com).

#### 5.10 **Notice of claimed infringement**

If you believe, in good faith, that any Content has been used in a manner that infringes your Intellectual Property Rights, you may send a timely Notice of Claimed Infringement containing the following information:

- (a) a physical or electronic signature of the copyright owner, or person authorized to act on its behalf;
- (b) a description of the copyrighted work that you claim has been infringed upon;
- (c) a description of where the material that you claim is infringing is located on the Services, the easiest way being by providing us with the url(s) leading directly to the allegedly infringing Content;
- (d) your mailing address, telephone number and email address;
- (e) 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 U.S. law; and
- (f) a statement, made under penalty of perjury under the laws of the United States, that the information contained in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For claims of trademark infringement, send a notice to our Designated Agent containing the preceding information as applicable to your trade mark or service mark, including the mark, registration number if applicable, basis for your trademark claim, jurisdiction in which you claim trademark rights and class of goods or services and accompanying description for which you assert trademark rights. Please note that a copy of your notice will be sent to the party who posted the Content you report.

#### 5.11 **Counter notification**

- (a) If we remove your Content in response to a Notice of Claimed Infringement, we will notify you and offer to provide you with a copy of such notice. If you believe your Content was wrongly removed due to a mistake or misidentification of the Content, you may submit a timely Counter Notification to our Designated Agent that includes the following information:
  - (1) your physical or electronic signature;
  - (2) identification of the Content that was removed or to which access has been disabled and the location at which the Content appeared before they were removed or access to it was disabled;
  - (3) a statement, made under penalty of perjury under the laws of the United States, that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the Content to be removed or disabled; and
  - (4) your name, mailing address, telephone number and email address, and a statement that you consent to the jurisdiction of the United States District Court for the judicial district in which your address is located, and that you will accept service of process from the party who submitted the Notice of Claimed Infringement or its duly appointed agent.

- (b) Upon receiving an effective Counter Notification, we will promptly forward it to the reporting party. If the reporting party fails to notify us within ten (10) business days that it has filed an action seeking a court order to restrain you from engaging in the allegedly infringing activity, we will consider, in our sole discretion, restoring eligible Content to the Services.
- 5.12 Our policy is to remove any Content posted to the Services by any user for whom we have received and acted on more than two (2) takedown requests. We have discretion, however, to terminate any user's account and/or access to the Services after receipt of even a single Notification of Claimed Infringement, or in our sole discretion
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## **6. Restricted Use**

- 6.1 You warrant to us and agree that you are 18 years of age or over and have full legal capacity to access the Website under the laws of Australia or the laws of the jurisdiction in which you reside. If you are between 13 and 18 years old, you may only access and use the Website with the prior permission of your parent or legal guardian, and you represent and warrant to us that you have such permission and that your parent or legal guardian has reviewed and discussed these End User Terms with you.
- 6.2 If we become aware that you are under 18 years old and have used or accessed or are using or accessing the Website or the Services, we may terminate or suspend your account without notice to you and any digital assets in your account may be forfeited and we will have no further obligations to you. Once your account is canceled, it cannot be re-activated and we reserve the right to deny you access to the Services.
- 6.3 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, commercially exploit, create derivative works from, transfer, or sell any content, software, products or services contained within or derived from the Website or the Services without our prior written approval.
- 6.4 You may not use the Website or the Services, or any of our content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website without our express, prior written consent.
- 6.5 Your use of the Website and our Services is subject to international export controls and financial export requirements. By transacting tokens via the Services, you declare and undertake that you are aware of and subject to these requirements. Without limiting the foregoing, you are not entitled to use the Services if:
- (a) you are a citizen or resident of Cuba, Iran, North Korea, Sudan or Syria or any other country subject to US embargo, UN sanctions, the HM financial sanctions regime, or if you are on the list of specific citizens by the US Ministry of Finances or the list of people denied by the US Ministry of Trade, a non-verified list, the financial sanctions regime of the Ministry of Finances; or
  - (b) you intend on supplying any digital asset purchased or stored to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to US embargo or the HM financial sanctions regime (or to a citizen or resident of any of these countries), or to a person on the list of specific persons, the list of denied persons, the non-verified list, the list of entities of the financial sanctions regime of HM.

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## **7. Links in the Services**

- 7.1 The Website may contain links to linked services. Those links are provided for convenience only and may not remain current or be updated by us.
- 7.2 We are not responsible for the content or privacy policies or practices of persons or companies associated with linked services. We will not be liable to you or any other person for any loss or cost arising in respect of use or access to linked services. When you access any linked services you do so entirely at your own risk.
- 7.3 Linked services should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked services, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

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## **8. Links to the Website**

- 8.1 You may find links to access our Website from third-party websites and services. We do not control or are responsible for such links (including the validity and security of such links).
- 8.2 We will not be liable to you or any other person for any loss or cost arising in respect of use or access (actual or purported) to our Website and services from links from third-party websites and services. When you access any such links you do so entirely at your own risk.
- 8.3 Links to our Website from third-party websites and services should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those third party websites and services, or of any information, graphics, materials, products or services referred to or contained on those third party websites and services, unless and to the extent stipulated to the contrary.

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## **9. Proper Use**

- 9.1 You must only use the Website and our Services for lawful purposes. You are prohibited from doing any act that we, acting reasonably, consider to be inappropriate, or which is unlawful or prohibited by any laws applicable to the Website and our Services, including but not limited to any act which would constitute a breach of privacy, using the Services to defame or libel us, our employees or any other person.
- 9.2 You must not:
- (a) reverse engineer the code contained in the Website or upload files which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to our Website any material which we have not authorized including material which is, in our sole opinion, likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our security protocols;
  - (b) damage, disrupt, interfere with or misuse the Website, including by data mining, hacking, data harvesting or scraping or using similar data gathering and extraction tools in respect of the Website;
  - (c) launch any automated program or script, including web crawlers, web robots, web indexers, bots, viruses or worms or any program which makes multiple server requests per second or impairs the operation and/or performance of the

Website; use any device, software or routine intended to damage or interfere with the proper working of the Website or to intercept or sequester any system, data, images or other multimedia elements from the Website;

- (d) use the Website in any way that would breach any other provision of these End User Terms;
- (e) manipulate the price of products on our Website in any way, including bidding on your own items, preventing bidding, or using our Website to conceal illicit economic activity;
- (f) email or otherwise upload any content that (i) infringes any Intellectual Property Rights or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (vi) in our sole judgment is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose us or our users to any harm or liability of any type;
- (g) violate any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control (**OFAC**), or which would involve proceeds of any unlawful activity;
- (h) solicit personal information from anyone under the age of 18;
- (i) harvest or collect email addresses or other contact information of other users from the Website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (j) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- (k) further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;
- (l) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Website;
- (m) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website or the content posted on the Website, or to collect information about its users for any unauthorized purpose;
- (n) create user accounts by automated means or under false or fraudulent pretences;
- (o) access or use the Website for the purpose of creating a product or service that is competitive with any of our products or services; or
- (p) offer securities or advertise, market or otherwise suggest that our products or services are investments.

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## 10. Promotions

From time to time we may make certain offers, or carry out promotions or contests. Additional terms may apply to those offers, promotions or contests and you must agree to those additional terms. In the event of any inconsistency between these End User Terms and the terms of any offer, promotion or contest, the terms of the offer, promotion or campaign prevail over these End User Terms to the extent of any inconsistency.

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## 11. Consumer guarantees

- 11.1 In Australia, our services come with guarantees that cannot be excluded under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**).
- 11.2 Nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and any other legal rights, arising under the *Australian Competition and Consumer Act 2010* (Cth) or any other laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the *Competition and Consumer Regulation 2010* (Cth) are expressly excluded where permitted, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition.
- 11.3 To the extent that we are in breach of any consumer guarantee, your sole remedy will be for us to provide to you the features or service that was previously provided, or to pay for those features or services to be re-performed for you.

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## 12. Warranties and disclaimer

- 12.1 Nothing in these End User Terms excludes, restricts or modifies or purports to exclude, restrict the conditions, warranties and undertakings arising under the Australian Consumer Law. Our liability for death or personal injury arising from our negligence or for any condition, warranty, right or liability implied in these End User Terms by law cannot be excluded.
- 12.2 Our Website is provided to you strictly on an “as is” and “as available” basis. You acknowledge that:
- (a) your use of the Website and Services is at your own risk and is also subject to the terms and conditions of the websites, products and services of our Affiliates that you access via our Website or Services;
  - (b) prior to accepting these End User Terms you have been given a reasonable opportunity to examine and satisfy yourself as to the contents of these End User Terms; and
  - (c) at no time prior to accepting these End User Terms have you relied on our skill or judgement, and you acknowledge that it would be unreasonable for you to do so.
- 12.3 To the maximum extent permitted by law, all other warranties or conditions which are not guaranteed by law are expressly excluded, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition. In particular, we do not warrant:
- (a) that your access to the Website or our Services will be free from interruptions, errors or viruses; or

- (b) the accuracy, adequacy or completeness of information on the Website (nor do we undertake to keep the Website updated).
- 12.4 To the extent that we are in breach of any consumer guarantee or any other warranty or condition that cannot be excluded from these End User Terms your sole remedy will be for us to provide the features or services that were previously provided; and
- 12.5 Our maximum liability to you is limited to the purchase price of the goods or services you purchased in your last transaction using our Services or \$100, whichever is lower..
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### **13. Limitation of Liability**

- 13.1 To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:
- (a) your use of the Website or our Services or any linked website, content, products and services (together, the linked services) (including interference with or damage to your computer or mobile devices arising in connection with any such use);
  - (b) the Website or our Services being interrupted or unavailable;
  - (c) errors or omissions from the Website or our Services;
  - (d) any failure or lack of any security measures by us, or any third party including in relation to the storage or transfer of;
  - (e) viruses, malicious codes or other forms of interference affecting the Website or our Services or any linked services;
  - (f) your use of or reliance on information contained on or accessed through the Website or our Services or any linked services, which information may be incorrect, incomplete, inadequate or outdated;
  - (g) goods or services supplied pursuant to or in any way connected with the Website or our Services;
  - (h) unauthorized access to or use of, our servers and/or any information stored on them; or
  - (i) any failure or omission on our part to comply with our obligations as set out in these End User Terms.
- 13.2 We do not accept responsibility for inaccuracies or errors in any information about, or advertisements in respect of, goods and services, contained in the Website which are supplied by our Affiliates. The placement of such advertisements does not constitute a recommendation or endorsement by us of the relevant goods or services and the third party or owner of the linked services is solely responsible for any representations made in connection with information in respect of it and its goods and services displayed on the Website.
- 13.3 To the maximum extent permitted by law, you agree to indemnify and keep indemnified us, our Affiliates and their Personnel against any action, liability, cost, claim, loss, damage,

proceeding or expense suffered or incurred directly or indirectly in connection with your use of the Website or the Services, or from your violation of these End User Terms. Participants in minting agree to hold the us harmless for any loss incurred as a result of minting, including but not limited to, excessive gas fees for failed transactions, excessive gas fees resulting from a website or smart contract bug and/or and loss of product or asset resulting from a website or smart contract bug.

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## **14. Specific Warnings**

- 14.1 You must ensure that your access to the Website and our Services is not illegal or prohibited by laws which apply to you in the jurisdiction in which you are located.
- 14.2 You must take your own precautions to ensure that the process which you employ for accessing the Website and our Services does not expose you to the risk of viruses, malicious computer code or other forms of interference emanating from the Website or our Services (or any linked services) which may damage your own computer system.
- 14.3 You agree that you will not rely on any information contained on the Website or the availability of such information and that any decision you make in relation to the Website or our Services will be as a result of your own independent assessment of such information.
- 14.4 Even though we intend on providing accurate information on the Website, we cannot guarantee that the information on the Website is accurate, complete or updated, or free from technical inaccuracies or typos. In an effort to continue providing you with complete and accurate information to the extent possible, the information on the Website may change or be updated from time to time without advance notice.

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## **15. Data and Privacy Policy**

- 15.1 We undertake to comply with the terms of our Data and Privacy Policy which is available on our Website.
- 15.2 Your continued usage of our Website and/or Services will be taken to indicate your acceptance of the terms of our Data and Privacy Policy insofar as it relates to our Website.

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## **16. Security of Information**

- 16.1 No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us.
- 16.2 Any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information

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## **17. Service Access**

While we endeavor to ensure the Website is available 24 hours a day, we are not under any obligation to do so, and will not be liable to you if the Website is unavailable at any time or for any period. Your access to the Website or our Services may also be restricted at our discretion



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## 18. Termination of Access

- 18.1 Your access to the Website or the Services may be terminated at any time by us without notice to you. Following termination we will have no further obligations or liabilities to you. Any exclusions of liability or other provisions contained in these End User Terms which by their nature survive termination of these End User Terms will survive any such termination.
- 18.2 If your access to the Website or the Services is terminated by us following your breach of these End User Terms or your unlawful conduct (or suspected breach of these End User Terms or suspected unlawful conduct), termination will be in addition to any other rights we may have against you at law or in equity

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## 19. Severability

If any provision of these End User Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof will to that extent be severed and deemed not to form part of these End User Terms but the legality, validity and enforceability of all other provisions of these End User Terms will not be affected.

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## 20. Governing Law

These End User Terms are governed by the laws in force in the State of New York and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these End User Terms.

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## 21. Definitions

In these End User Terms:

**Affiliate** means a third party with whom we have entered into an agreement to assist our provision of the Website or our Services, and to or from which you hereby instruct us to obtain or send data, including payment instructions;

**Application** means any products, services or any application built on the Platform or on any other PeopleBrowsr branded or co-branded websites, including subdomains, international versions of such websites, widgets or mobile application versions;

**Auction** means when a user of the Platform bids against other users on products, and the final price is set at the auction end time;

**Australian Consumer Law** has the meaning given in clause 11.1;

**Content** means any content, products, information or other material created or held by a user that is posted, shared, uploaded or otherwise made available on the Platform by a user of the Platform;

**Intellectual Property Rights** means any and all:

- (a) current and future registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trade marks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions and discoveries;
- (b) applications for grant of any of the above;

- (c) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and
- (d) intellectual property as defined in Article of the Convention Establishing the World Intellectual Property Organisation 1967,

throughout the world for the full period of those rights and for all renewals and extensions;

**Materials** means any thing, including Intellectual Property and other information and Content, whether in material form or not, on or accessible via the Website;

**NFTs** means non-fungible tokens;

**Payment Processor** means Stripe or any other third party payment processor what we use from time to time, to bill you through a payment account linked to your account;

**Personnel** means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party;

**Platform** means the PeopleBrowsr cloud based “software as a service” SaaS development and deployment environment;

**Services** means our products, services, Applications, and our Platform; and

**Website** means the website available at [www.peoplebrowsr.com](http://www.peoplebrowsr.com) or any other website as may be made available by us from time to time.

# Part C – Data and Privacy Policy

This Data and Privacy Policy describes how and when we collect, use and share your information across the Services. When using any of the Services, we collect, transfer, store, disclose, and use your information as described in this Data and Privacy Policy, which includes personally identifiable information and any information you choose to provide that is deemed sensitive under applicable law. Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United States, Australia and any other country where we operate subject to applicable law.

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## 1. About our Data and Privacy Policy

- 1.1 The privacy of your Personal Information is important to us. We respect your rights to privacy and rights under the Privacy Act and other relevant applicable privacy laws, including without limitation, the General Data Protection Regulation (**GDPR**), California Consumer Privacy Act (**CCPA**), Children Online Privacy Protection Rule (**COPRA**) and Health Insurance Portability and Accountability Act ( **HIPAA**) (**Privacy Laws**). We are committed to complying with the requirements of Privacy Laws in the collection and handling of your Personal Information.
- 1.2 This Data and Privacy Policy explains how we collect, retain, process, share, transfer and handle your Personal Information and describes the kinds of Personal Information we collect, use, disclose and our purposes for doing so.
- 1.3 Personal Information is information which may be used to reasonably identify you. For example, your name, address, date of birth, gender, email address, telephone number is generally considered to be Personal Information. Personal Information may also include information we collect about your individual preferences.
- 1.4 The Content you share on our Platform may contain Personal Information, sensitive information or a combination of them.
- 1.5 This Data and Privacy Policy applies to your Personal Information when you use our Platform and the Services but does not apply to Third Party Sites. We are not responsible for the privacy policies or content of Third Party Sites.
- 1.6 For the avoidance of doubt, unless stated otherwise, this Data and Privacy Policy will govern our collection of your Personal Information irrespective of the forum.
- 1.7 This Data and Privacy Policy may be updated from time to time and the most up to date version will be published on our Platform. We encourage you to check our Platform periodically to ensure that you are aware of our current policy.
- 1.8 Your continued usage of our Platform and/or Services will be taken to indicate your acceptance of the terms of this Data and Privacy Policy insofar as it relates to our Platform.

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## 2. Why we collect Personal Information

- 2.1 When you engage with our Platform or Services, we collect Personal Information so that we can provide you with products and services and improve and customize your experience with us. We only collect Personal Information if it is reasonably necessary for us to carry out our functions and activities.
- 2.2 For the registration of .KRED domains, we collect and process telephone number, email address, wallet (ENS) address related data and user name for the purpose of performing our

contractual duties. In the event of a transfer of a .KRED Domain Token, we do not collect the telephone number of the transferee.

2.3 You may choose to:

- (a) provide a biography or link your social media profiles to your account and publicly accessible profiles in relation to some Services which comprise Personal Information depending on their identifying nature; and
- (b) create your own usernames, which can either be a real name or a pseudonym, and may constitute Personal Information depending on the identifying nature of the username. Usernames and real names may be listed publicly as part of our Services.

2.4 The purposes for which we collect and hold your Personal Information include:

- (c) to deliver our Products and Services to you;
- (d) to confirm your identity and process your Transactions;
- (e) to improve our products and services to you;
- (f) to manage our relationship with you, evaluate our business performance and build our customer database;
- (g) to provide you with information about our products, services and activities;
- (h) to enable you to participate in any promotion, competition, survey;
- (i) to respond to your requests and seek your feedback;
- (j) to provide and improve technical support and customer service;
- (k) to conduct research, compare information for accuracy and verification purposes, compile or analyze statistics relevant to the operations of our business;
- (l) to facilitate our internal business operations, including fulfillment of any legal and regulatory requirements and monitoring, analyzing and improving the performance and functionality of our Platform and investigating breaches of or enforcement of any legal terms applicable to our Platform or Services;
- (m) to protect our Platform or our legal rights including to create backups of our business records;
- (n) to manage risk and protect our Platform from fraud by verifying your identity and helping to detect and prevent fraudulent use of our Platform;
- (o) for direct marketing and promotional purposes; and
- (p) to manage our business, including analyzing data collected from our Platform concerning visits and activities of users on our Platform including the Analytics Services. This analysis helps us run our Platform more efficiently and improve and personalize your experience online.

2.5 We may use your contact information, such as your email address or phone number, to customize your account or enable certain account features, for example, for login verification.

If you provide us with your phone number, you agree to receive text messages to that number from us and third-party services we utilize.

- 2.6 We may use your contact information to send you information about the Services; to market to you; to help prevent spam, fraud, or abuse; and to help others find your account, including through third-party services and client applications. You may use your settings for email and mobile notifications to control notifications you receive from us, and may unsubscribe from notifications at any time.
- 2.7 You may choose to provide us with additional information to help improve and personalize your experience across the Services. For example, you may choose to upload and sync your address book so that we can help you find and connect with users you know or help other users find and connect with you. You can delete your imported address book contacts at any time by visiting your privacy settings. If you email us, we may keep your message, email address and contact information to respond to your request.
- 2.8 We provide certain features that allow you to communicate more privately. For example, you can use direct messages to have private conversations with other Users. When you privately communicate with others through our Services, such as by sending and receiving direct messages, we will store and process your communications, and information related to them.

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### **3. The Personal Information we collect**

- 3.1 The kinds of Personal Information we collect will depend on the type of interaction you have with us, the Platform or the Services. Generally, the kinds of Personal Information we collect may include:
- (a) your name, address (postal and residential), email address, telephone number(s), date of birth and gender when you register with us;
  - (b) information from third party sources such as data providers and credit organizations, where permitted by law, including public blockchain data such as your nominated public key for a digital asset wallet;
  - (c) details of the device you have used to access any part of our Platform, including carrier/operating system, connection type, IP address, browser type and referring URLs and other information may be collected and used by us automatically if you use our Platform, through the browser on your device or otherwise;
  - (d) demographic information;
  - (e) location data;
  - (f) your connections with others whose personal information we may collect or hold; and
  - (g) transaction details relating to your use of our Services, including data regarding your feature usage patterns, interactions on our Platform and interactions with us.
- 3.2 Telephone calls to us may also be recorded for training and quality assurance purposes.

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### **4. How do we share Personal Information**

- 4.1 We may disclose Personal Information collected from you:

- (a) to our related entities, Personnel, other companies that provide services to us, sponsors, government agencies or other third parties to satisfy the purposes for which the information was collected (as outlined in clause 2.4 of this Data and Privacy Policy) or for another purpose if that other purpose is closely related to the primary purpose of collection and an individual would reasonably expect us to disclose the information for that secondary purpose;
- (h) to third parties who help us to verify the identity of our clients and customers, and other software service providers who assist us to provide the services we provide to you;
- (i) to third parties who help us analyze the information we collect so that we can administer, support, improve or develop our business and the services we provide to you including cloud hosting services, off-site back ups and customer support;
- (j) to third parties, including those in the blockchain and fintech industry, marketing and advertising sectors, to use your information in order to let you know about goods and services which may be of interest to you in accordance with, if you are located in Australia, the *SPAM Act 2003* (Cth) and the Privacy Act;
- (k) if you make a payment as part of a Transaction through the Services, we may provide the seller, commerce provider, marketplace, or charity with your name, email address, shipping address, payment information and transaction data to facilitate payment processing, order fulfillment, and dispute resolution (including payment and shipping disputes) and to help prevent, detect, and investigate fraud or other prohibited activities. Please refer to these third parties' privacy policies for information about their information and privacy practices;
- (l) if the disclosure is requested by law enforcement or government agency, or is required by a law, or legal process, such as a subpoena, court or other legal process with which we are required to comply, including in relation to our obligations under the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth);
- (m) if disclosure is required to enforce the terms of this Data and Privacy Policy or to enforce any of our terms and conditions with you;
- (n) to our professional advisers such as consultants and auditors so that we can meet our regulatory obligations, and administer, support, improve or develop our business;
- (o) to any other person, with your consent (express or implied);
- (p) to facilitate the sale of all or a substantial part of our assets or business or to companies with which we propose to merge or who propose to acquire us and their advisers;
- (q) to protect the interests of our users, clients, customers and third parties from cyber security risks or incidents and other risks or incidents; and
- (r) to maintain the integrity of our Platform and protect our rights, interests and property and those of third parties.

4.2 In addition to the above recipients, we will disclose your Personal Information if we are requested to do so under law or to assist law enforcement or if the disclosure is made in connection with either the normal operation of our business in a way that you might reasonably expect, for example, if such disclosure is incidental to IT services being provided

to our business or for the resolution of any dispute that arises between you and us. This disclosure may involve your Personal Information being transmitted Overseas.

- 4.3 In the event of a proposed restructure or sale of our business (or part of our business) or where a company proposes to acquire or merge with us, we may disclose Personal Information to the buyer and their advisers without your consent subject to compliance with Privacy Laws. If we sell the business and the sale is structured as a share sale, you acknowledge that this transaction will not constitute the 'transfer' of Personal Information.
- 4.4 We may disclose de-identified, aggregated data with third parties for marketing, advertising, and analytics purposes. We do not sell or trade your personal information to third parties.

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## **5. How we collect and store data and transmit Personal Information**

- 5.1 We usually collect and store information including in paper, physical and electronic form provided by you when you communicate with us by telephone, email, web-based form, letter, facsimile or other means, including when:
- (a) you contact us over the phone;
  - (b) we provide you with our Services via telephone, email or our Platform;
  - (c) we provide you with assistance or support for our products or Services;
  - (d) you participate in our functions, events or activities or on our social media pages;
  - (e) you request that we provide you with information concerning our products or Services;
  - (f) you upload or submit information to us or our Platform; or
  - (g) you complete any forms requesting information from you, including on registration with us, complete any survey or provide feedback to us concerning our products or services.
- 5.2 Where practicable we will only collect information from you personally. However, we will also collect your Personal Information through our partners and third parties who supply services to us.
- 5.3 We use our own and third party computer servers including our Platform hosts, data backups and payment gateway(s), which may be located Overseas and your Personal Information will likely be stored and transmitted Overseas as part of the normal operation of our business.
- 5.4 We do not accept responsibility for Personal Information being released to public blockchains through the use of our Platform, including through your choice to share your Personal Information in the Content you post, whether it be through public smart contracts or metadata matching.
- 5.5 We also collect information from your computer or mobile device automatically when you engage with our Platform or Services. This information may include:
- (a) the date and time of your visit;
  - (b) your domain;
  - (c) locality;

- (d) operating system;
- (e) the server your computer or mobile is using to access our Platform;
- (f) your browser and version number;
- (g) search terms you have entered to find our Platform or access our Services;
- (h) pages and links you have accessed both on our Platform and on other Websites;
- (i) the last website you visited;
- (j) the pages of our Platform that you access;
- (k) the device you use to access our Platform; and
- (l) your IP Address.

5.6 While we do not use some of this information to identify you personally, we may record certain information about your use of our Platform such as which pages you visit and the time and date of your visit and that information could potentially be used to identify you.

5.7 It may be possible for us to identify you from information collected automatically from your visit(s) to our Platform. If you have registered an account with us, we will be able to identify you through your user name and password when you log into our Platform. Further, if you access our Platform via links in an email we have sent you, we will be able to identify you.

5.8 The device you use to access our Platform may collect information about you including your location using longitude and latitude coordinates obtained through GPS, Wi-Fi or cell site triangulation. For information about your ability to restrict the collection and use of such information, please use the settings available on your device.

5.9 We may use statistical analytics software tools and software known as cookies which transmit data to third party servers located Overseas. To our knowledge, our analytic providers do not identify individual users or associate your IP Address with any other data held by them.

5.10 We will retain your Personal Information for any time period we consider necessary to provide our products and services to you and to comply with our legal obligations. The period may vary depending on the type of Personal Information we hold. If we no longer need your personal information for these purposes we will take steps to destroy the information or ensure it is de-identified. In some circumstances we may be required to retain your Personal Information for a period required by law, for example in connection with Anti-Money Laundering and Counter Terrorism Financing.

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## **6. How we protect your Personal Information**

6.1 We will endeavor to take all reasonable steps to keep secure and protect any Personal Information which we hold about you, including:

- (a) securing our physical premises and digital storage media;
- (b) using computer safeguards such as Secure Socket Layer (**SSL**) technology to ensure that your information is encrypted and sent across the Internet securely
- (c) placing password protection and access control over our information technology systems and databases to limit access and protect electronic information from



unauthorized interference, access, modification and disclosure; and

(d) taking regular back-ups of our electronic systems.

6.2 Notwithstanding that we will take all reasonable steps to keep your Personal Information secure, data transmission over the internet is never guaranteed to be completely secure. When interacting with the blockchain, we will likely not be able to prevent external parties from processing any personal data which has been written onto the blockchain. We do not and cannot warrant the security of any information you transmit to us or from any online services.

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## 7. Use of Cookies

7.1 When you engage with our Platform or the website of any of our partners, we and our partners may use cookies and other tracking technology (**Cookies**) to recognise you and customize your online experience. Cookies are small files that store information on your computer, mobile phone or other device. They enable us to recognise you across different websites, services, devices and/or browsing sessions. Cookies also assist us to customize online content and advertising, save your preferences for future visits to the Platform, measure the effectiveness of our promotions, prevent potential fraud and analyze your and other users' interactions with the Platform.

7.2 If you do not wish to grant us the right to use cookies to gather information about you while you are using our Platform, then you may set your browser settings to delete, disable or block certain Cookies. The following browsers have publicly available information about how to adjust cookie preferences: Microsoft Edge, Mozilla Firefox, Google Chrome and Apple Safari.

7.3 You may be asked to consent to use of Cookies when you access certain parts of our Platform, for example, when you are asked if you want the Platform to "remember" certain things about you.

7.4 Certain aspects and features of the Platform are only available through use of Cookies. If you disable Cookies, your use of the Platform may be limited or not possible or parts of our Platform may not function properly when you use them.

7.5 Upon your first visit to our Platform (or the first visit after you delete your Cookies), you may be prompted by a banner to accept our use of Cookies and other tracking technology (**Cookies policy**). Unless you have adjusted your browser setting so that it will refuse cookies and or declined to accept our Cookies policy, our system will issue Cookies when you access our Platform.

7.6 Our Platform may contain web beacons (also called single-pixel gifs) or similar technologies (**Web Beacons**) which are electronic images that we use:

(a) to help deliver Cookies;

(b) to count users who have visited our Platform; and

(c) in our promotional materials, to determine whether and when you open and act on them.

7.7 We may also work with third-parties:

- (a) to place Web Beacons on their websites or in their promotional materials as part of our business development and data analysis; and
- (b) to allow Web Beacons to be placed on our Platform from Analytics Services to help us compile aggregated statistics about the effectiveness of our promotional campaigns or other operations.

7.8 The Web Beacons of Analytics Services may enable such providers to place Cookies or other identifiers on your device, through which they may collect information about your online activities across applications, websites or other products.

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## **8. How we use Personal Information for communicating with you and direct marketing**

- 8.1 We may communicate with you by email, SMS or push notification, to inform you about existing and new products and services that may be of interest to you including administering contests, promotions, surveys or other site features.
- 8.2 We will ensure that any email we send as direct marketing complies with the *SPAM Act 2003* (Cth) and contains an 'unsubscribe' option so that you can remove yourself from any further marketing communications. To opt-out of communications via SMS, reply with "STOP". You may decline marketing messages sent by push notifications by refusing the relevant permission in your phone or tablet settings, however this setting will prevent you from receiving other messages from us via push notification. You may also opt-out of receiving marketing materials from us using the contact details set out below or adjusting your user dashboard on our Platform.
- 8.3 You can also call or write to us to request that your details be removed from our direct marketing list. We will endeavor to remove your details from our direct marketing list within a reasonable time (ordinarily **5 Business Days**).
- 8.4 Our direct marketing list may be operated by software and servers located Overseas and your Personal Information may be sent Overseas as part of our marketing.
- 8.5 We will also send communications that are required or necessary to send to users of our Platform that contain information about important changes or developments to or the operation of the Platform or as well as other communications you request from us. You may not opt out of receiving these communications but you may be able to adjust the media and format through which you receive these notices.

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## **9. Not identifying yourself**

- 9.1 It may be impracticable to deal with you on an anonymous basis or using a pseudonym.
- 9.2 We may be able to provide you with limited information in the absence of your identifying yourself but generally we will be unable to provide you with any information, goods and/or services unless you have identified yourself.

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## **10. How to access or correct your Personal Information or make an enquiry or complaint**

- 10.1 If you have any queries in relation to this policy, wish to access or correct the Personal Information we hold about you, or make a complaint, please contact us in writing at:

Email: [contact@peoplebrowsr.com](mailto:contact@peoplebrowsr.com); or

Mail: Privacy Officer

PeopleBrowsr Pty Ltd.

Suite 4, Level 33, 88 Philip Street, Sydney NSW 2000

- 10.2 We aim to acknowledge receipt of all privacy complaints from you within 5 working days and resolve all complaints within **30 Business Days**. Where we cannot resolve a complaint within that period, we will notify you of the reason for the delay as well as advising the time by which we expect to resolve the complaint.
- 10.3 In order to disclose information to you in response to a request for access we may require you to provide us with certain information to verify your identity. There are exceptions under Privacy Laws which may affect your right to access your Personal Information – these exceptions include where (amongst other things):
- (a) access would pose a serious threat to life, health or safety of any individual;
  - (b) access would have an unreasonable impact on the privacy of others;
  - (c) the request for access is frivolous or vexatious;
  - (d) the information relates to existing or anticipated legal proceedings between you and us and the information would not otherwise be accessible by the process of discovery;
  - (e) giving access would reveal our intentions in relation to negotiations with you;
  - (f) giving access would be unlawful;
  - (g) denying access is required or authorized by or under an Australian law or a court/tribunal;
  - (h) the information relates to commercial sensitive decision making process; or
  - (i) giving access would prejudice enforcement related action.
- 10.4 We may (depending on the request) charge you a fee to access the Personal Information. We will inform you of any fees payable in respect of accessing your Personal Information prior to actioning your request. All requests for Personal Information will be handled in a reasonable period of time (within 30 calendar days after the request is made).
- 10.5 If you wish to have your Personal Information deleted, please contact us using the details above and we will take reasonable steps to delete the information (unless we are obliged to keep it for legal or auditing purposes). To the extent that any Personal Information is stored on a blockchain it may be impracticable, unfeasible or impossible to delete.
- 10.6 In the event that you believe that there has been a breach of Privacy Laws, we invite you to contact us as soon as possible.
- 10.7 If you are not satisfied with our handling of a complaint or the outcome of a complaint you may make an application to:

- (a) the Office of the Australian Information Commissioner by visiting [www.oaic.gov.au](http://www.oaic.gov.au), emailing [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au); or writing to GPO Box 5218 Sydney NSW 2001; or
- (b) the Privacy Commissioner in your State or Territory.

10.8 You may also view, access, edit or delete (to the extent possible) your Personal Information through your user account on our Platform. There will be certain data or information that may not be edited or deleted for you to be able to access our Platform, for example your digital wallet address.

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## 11. Notifiable Data Breach

- 11.1 We comply with the Notifiable Data Breaches Scheme (**NDB**) which forms part of the *Privacy Act*.
- 11.2 The NDB requires that where a data breach is likely to result in serious harm to any individuals to whom the information relates, we are required to notify those individuals and the Office of the Australian Information Commissioner.
- 11.3 The NDB provides greater protection to the Personal Information of consumers, greater transparency in the way organizations like us respond to data breaches and gives you the opportunity to minimize the damage caused by any unauthorized use of your Personal Information.

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## 12. Changes to this Data and Privacy Policy

- 12.1 We may amend this Data and Privacy Policy from time to time at our sole discretion, particularly where we need to take into account and cater for any:
  - (a) business developments; or
  - (b) legal or regulatory developments.
- 12.2 If we make changes, we will notify you by revising the date at the top of the Data and Privacy Policy and, in some cases, may provide you with additional notice (such as adding a statement to the Platform or sending you a notification). We recommend you review the Data and Privacy Policy whenever you access the Services or otherwise interacts with us to stay informed about our information practices and the ways you can help us to protect your privacy.

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## 13. Information for EU and UK citizens

- 13.1 For more information on how we process your Personal Information and information about your rights and legal bases according to GDPR, please visit [www.peoplebrowsr.com/privacy](http://www.peoplebrowsr.com/privacy) . There you will find information on your rights according to GDPR, contact details of the controller, the EU representative and UK representative.

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## 14. Definitions

- 14.1 In this Data and Privacy Policy:

**Analytics Services** means any third party website analytics provider and includes Google Analytics;

**IP Address** means a number automatically assigned to your computer which is required when you are using the internet and which may be able to be used to identify you;

**Overseas** means any place or country other than Australia and includes the following countries: United States of America;

**Personal Information** has the meaning set out in the Privacy Act;

**Privacy Act** means the *Privacy Act 1988* (Cth) as amended from time to time; and

**Third Party Sites** means online websites or services that we do not own or control, including websites of our partners.

# NFT Terms of Sale

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## 1. Applicability of NFTs Terms

- 1.1 All NFTs purchased or procured by you as a buyer (**Buyer**) or offered for sale by you as a Seller (**Seller**) or which we mint for you as an artist or creator (**Creator**) are subject to these NFTs Terms and the Licence, unless otherwise agreed in writing and by purchasing or pre-purchasing any NFTs you are agreeing to be bound by these NFTs Terms and the Licence.
- 1.2 The use of any NFTs in our Platform is subject to, without limitation our General Terms and any End User Terms as well as our Data and Privacy Policy.
- 1.3 Termination of these NFTs Terms for any reason will not affect any obligations which have arisen prior to termination.

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## 2. Sale of NFTs

- 2.1 We, or Hub Owners (Each a **Seller**), or Creators may list NFTs for sale from time to time, and those NFTs may be offered as stand-alone sales or as part of bundles of other digital goods offered through our Platform.
- 2.2 Sellers offer NFTs solely on a proprietary basis and if we transact with Buyers we do so solely on a bilateral basis;
- 2.3 No offer of NFTs or any material associated with the offer of a NFTs is, or is intended to be, financial, investment or taxation advice of any kind. NFTs should not be purchased for speculative or investment purposes and the offer of NFTs is not intended to be, and is not, the offer of a financial product or security.
- 2.4 If a Buyer engages in a secondary sale of a NFTs to another purchaser, that transaction may involve third party platforms or blockchain digital wallets which are not associated with the Seller, and may be subject to transaction fees charged by that network. Should any transfer be conducted using a marketplace we provide, then fees and charges may apply to those transactions payable to us at the time of the transaction.

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## 3. Pre-conditions to sale

- 3.1 As a pre-condition to sale, each Buyer warrants and acknowledges to the Seller (and us if applicable) that:
  - (a) The Buyer is sufficiently experienced and educated to make decisions regarding the procurement or purchase of NFTs from us, including sufficient experience in dealing with and storing NFTs using a Digital Wallet;
  - (b) The Buyer has all necessary experience, resources, certificates, licences, permits and approvals to procure or purchase of NFTs applicable in the Buyer's jurisdiction, and that any transactions under these NFTs Terms or in the Buyer's use of the NFT will be legal under the applicable laws of the Buyer's jurisdiction;
  - (c) Buyers purchase NFTs entirely at their own risk and understanding that Sellers have not made any representations or warranties as to the IT security or ongoing

availability of such NFTs or the art or other rights associated with a NFTs or that a Buyer's access to use their NFTs will be uninterrupted, timely or secure at all times;

- (d) Buyers understand and acknowledge that their ownership of NFTs, if withdrawn to a Digital Wallet, remains contingent upon the Buyer remaining in control of the seed phrases and private key(s) associated with that Digital Wallet and that Sellers will not store any information in connection with a Buyer's Digital Wallet beyond that required for the sale and transfer of the NFTs(s);
- (e) Sellers (and we as applicable) do not provide and will not provide any fiduciary, advisory, brokerage, exchange or other similar services to a Buyer or any other person;
- (f) Sellers (and we as applicable) are not a custodian for the purposes of the *Corporations Act*, and transfers of any NFTs are for transaction purposes only;
- (g) The Seller (and we) are not responsible for any Loss caused by a Buyer's failure to act in accordance with any applicable terms and conditions attaching to any NFTs sale;
- (h) Sellers (and we) do not and cannot guarantee there will be any use for, or any particular price available for any NFT a Buyer purchase from a Seller;
- (i) Sellers do not represent or guarantee any outcomes, or any financial return from any acquisition of a NFTs, save the ability to own the NFTs and enjoy the art or the subject of the Licence or other rights notified to the Buyer on purchase, conditional upon the Buyer's adherence with any terms accompanying those rights;
- (j) Sellers do not guarantee that a trade will be satisfactory or that trades will be a fair exchange of value between the parties to that trade. We reserve the right to determine in our sole discretion, with or without notice to Users or trading partners, that any proposed or completed transaction regarding NFTs violates these Terms. Non-tradable items cannot be traded under any circumstances;
- (k) All transactions entered into and conducted under these NFT Terms are deemed to have occurred within the jurisdiction of Australia;
- (l) They are solely responsible for any decision to enter into a transaction to acquire an NFTs, including the evaluation of any and all risks related to any such transaction;
- (m) They have had the opportunity to obtain independent legal advice in relation to the terms and effect of these NFT Terms;
- (n) A significant degree of IT sophistication is required to safely deal in and store NFTs of any kind using a Digital Wallet;
- (o) NFTs are not intended for speculative use, are not sold as or represented to be a financial product of any kind and nothing published is in any way financial or investment advice to a Buyer or any other person, and any NFTs offered for sales are not to be construed, interpreted, classified, or treated as:-
  - (1) any kind of currency other than cryptocurrency or Digital Currency;
  - (2) debentures, stocks, or shares issued by us or any other corporation;
  - (3) rights, options, or derivatives in respect of such debentures, stocks or shares;

- (4) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
  - (5) units in a collective or managed investment scheme;
  - (6) units in a business trust;
  - (7) derivatives of units in a business trust; or
  - (8) any other security, class of securities, or form of investment (whether regulated or otherwise); and
- (p) NFTs may experience or may have extreme price volatility, including being worthless in the future.
- 3.2 If a Buyer does not pass the required identity verifications, they may have limited functionality with any NFTs purchased and, in such a situation, will have no refund or recourse against Sellers.
- 3.3 If a Buyer purchases NFTs using Digital Currencies, the Buyer agrees, represents, and warrants that those Digital Currencies used for the purpose of purchasing, capturing, collecting, exchanging, or trading NFTs now, or in the future, on the Platform are not the direct or indirect proceeds of any criminal or fraudulent activity. Any violation of the foregoing may, in our sole discretion, result in termination of a Buyer's NFT.Kred account and forfeit of any NFTs associated with that account without any refund or recourse by the Buyer;
- 3.4 Buyers acknowledge that their decision to enter into any trade of NFTs is at their sole discretion and own risk. We only provide the Platform for Users to exchange NFTs, either for fiat currency, Digital Currency, or other NFTs. Any exchange activity, including the transfer of NFTs, or currency, will take place directly between users in a peer to peer transaction.
- 3.5 Buyers must make payment in full in any nominated currency (including Digital Currency if nominated) as a pre-condition to the purchase of any NFTs, including if a sale is made by way of auction.
- 3.6 In the event that any payment of Purchase Price is reversed or becomes invalid, including via a blockchain attack such as a double spending attack or recall or refund request by a payment processor, the Buyer agrees to immediately pay the Purchase Price in full upon demand.
- 3.7 Each Buyer warrants that they will not use the Services to engage in or facilitate any "ramping", "cornering", "front-running", "wash trading", "pump and dump trading", or any other manipulative, fraudulent or deceptive trading actions, including:
- (a) executing any transaction on a token which involves no material change in the beneficial ownership; or
  - (b) knowingly entering a transaction for the purchase of a token when another transaction of effectively the same size and price for the token has been, or will be, entered by, or for, the same or different users; or
  - (c) facilitating, assisting or knowingly transacting with any syndicate or joint account created or used for unfairly or deceptively influencing market prices.



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## 4. Sellers

- 4.1 A Seller of a NFTs, as a precondition to sale agrees and warrants that:
- (a) They own, or are licensed to use, the intellectual property rights in any art used in minting a NFTs;
  - (b) Any NFTs they mint will not be offered as a security, investment, speculative asset or financial product of any kind; and
  - (c) they will not use the Services to engage in or facilitate any “ramping”, “cornering”, “front-running”, “wash trading”, “pump and dump trading”, or any other manipulative, fraudulent or deceptive trading actions, including:
    - (1) executing any transaction on a token which involves no material change in the beneficial ownership;
    - (2) trading a token at successively higher or lower prices for the purpose of:
      - (A) inducing false or misleading activities on that token;
      - (B) improperly influencing the market price for any token on the Platform; or
      - (C) establishing any price which does not reflect the true state of the market for that token; or
    - (3) knowingly entering a transaction for the sale of a token when another transaction of effectively the same size and price for the token has been, or will be, entered by, or for, the same or different users; or
- (a) facilitating, assisting or knowingly transacting with any syndicate or joint account created or used for unfairly or deceptively influencing market prices
- 4.2 Each Seller, as a pre-condition of the sale of an NFT grants to us a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide, irrevocable licence to copy, display, upload, perform, distribute, store, modify, feature or otherwise use any NFTs and the art associated with same minted on our Platform or publicly, including in ongoing promotion of events or gallery showings and no royalty or payment will be required for any such public display or marketing use.
- 4.3 In the case of a primary sale, the Seller will have no obligation to transfer any NFTs to the Buyer until the Seller has received the Purchase Price (less any fees) in full for any NFTs.

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## 5. Creators

- 5.1 A Creator of a NFTs, as a precondition to minting any NFTs, agrees and warrants that:
- (a) They own, or are licensed to use, the intellectual property rights in the Art used in minting a NFTs; and
  - (b) Any NFTs they mint will not be offered as a security, investment, speculative asset or financial product of any kind.

- 5.2 Each Creator, as a pre-condition of creation of an NFT grants to us a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide, irrevocable licence to copy, display, upload, perform, distribute, store, modify, feature or otherwise use any NFTs and the art associated with same minted on our Platform or publicly, including in ongoing promotion of events or gallery showings and no royalty or payment will be required for any such public display or marketing use.
- 5.3 On a primary sale, the Creator agrees that any agreed upon commissions to be paid to us from such primary sales will be promptly transferred to us in accordance with agreed upon terms and if we receive the purchase price for the sale of a Creator's NFT upon primary sale we will be entitled to withhold from that amount the amount in respect of our commissions or fees and to transfer the balance to the Creator's nominated digital wallet.

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## 6. Auctions

- 6.1 If a NFTs is sold by Auction, the Platform will
- (a) Permit pre-registration for an auction;
  - (b) Show the time remaining and highest bid until the end of each Auction;
  - (c) The reserve price will usually be shown for an Auction;
  - (d) Show the highest Valid Bid placed at the time of the Auction ends will be the successful bid for that auction.
  - (e) If an Auction involves the issue of more than one NFTs, then a successful bid may be allocated a NFTs in order of the highest bids; and
  - (f) Rules may be included for Auctions including to extend the duration of the auction if bids are received close to the ending time for the auction.
- 6.2 For the purposes of Auctions, a Valid Bid must meet the following criteria, and if it does not, it may be rejected, including retrospectively, by us in our sole discretion:
- (a) A bid must be a genuine and irrevocable bid to purchase the NFTs offered for sale;
  - (b) A bid must be received by the Platform during the Auction period. If for any reason the bid is not received before the closing of an Auction for any reason, the bid is invalid. A bid will not be valid unless we have issued a confirmation email or other message of the receipt of the bid;
  - (c) The bid must not be a "dummy" bid or a fake bid or be intended to cause the Auction process to behave or function other than as expected, being an Auction process receiving bona fide bids for NFTs;
  - (d) A bid must include a price in the currency denominated for the Auction; and
  - (e) The bidder's account must be in good order, not liable to suspension or cancellation and, if required, the bidder must have provided KYC information; and
- 6.3 We reserve the right in our sole discretion to reject any Valid Bids in the event the Buyer who placed the bid becomes prohibited from participating in the Auction or we believe, in our sole discretion, the Buyer has breached these terms.

- 6.4 If any time after acceptance of these terms and prior to the delivery of any NFTs the subject of an auction, we discover any attempt to double spend payment, reverse or request a refund of payment made in an Auction, then we are not required to deliver any Kref NFT to the Buyer.
- 6.5 Each Buyer wishing to participate in an Auction must inform and stay informed of the occurrence of any Auction and the details of any Auction announcements, including any changes or amendments to the details of an Auction. If a Buyer does not keep themselves informed of such changes we shall not be liable for any Claim or Loss concerning that failure.
- 6.6 Buyers hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against us in connection with or arising from a Buyer's transfer of any payment an Auction and shall further hold us harmless from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by a Buyer in connection with or arising from such transactions.
- 6.7 All Buyers release us and any Seller (as applicable) from any Claim for Loss of any kind in connection with any malfunction or failure of an auction mechanism to operate as expected in connection with a sale of NFTs.
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## **7. Risk and Title**

- 7.1 Risk and title in any NFTs purchased transfers to the Buyer upon purchase of a NFTs and the Buyer is responsible for ensuring any Digital Wallet that a NFTs is transferred to is accurately linked for the withdrawal. If a Buyer withdraws to a mistakenly entered Digital Wallet address or loses the private key and seed phrase associated with that Digital Waller, then the Buyer will likely permanently lose access to the NFTs (and any other NFTs) associated with that Digital Wallet.
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## **8. Refund**

- 8.1 Unless required by law or the subject of express special conditions shown at the point of sale, orders placed for NFTs are non-refundable, cannot be canceled for change of mind, require payment in full of the Purchase Price at the time of purchase and may require that a Buyer connect or provide a Digital Wallet for delivery of the NFTs at the time of sale.
- 8.2 Where the Purchase Price has been paid in a Digital Currency and a Buyer is entitled to a refund for any reason, the Buyer agrees the refund is to be made in the same form of Digital Currency used in the initial transaction, or at our option in US or Australian dollars equivalent to the value of the Digital Currency used in the initial transaction on the date the Purchase Price was paid, whether or not that is a greater or lesser sum at the time the refund is due.
- 8.3 Certain legislation, including if a Buyer is in Australia, the Australian Consumer Law ( **ACL**) contained in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may provide Buyers with rights, warranties, guarantees and remedies relating to the purchase of NFTs which cannot be excluded, restricted or modified in these NFT Terms (**Statutory Rights**) and nothing in these NFT Terms does, or is intended to, exclude any Statutory Rights to which Buyer are entitled.
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## **9. Intellectual property and control**

- 9.1 Unless otherwise stated in an express license linked to in a NFTs offered for sale, when a Buyer purchases a NFTs:

- (a) Subject to the below, the Buyer owns the NFTs completely and has the right to trade, sell or give away the NFTs; and
  - (b) The Buyer enjoys, unless otherwise nominated by the Seller, a worldwide, exclusive licence to use and enjoy the art associated with the NFTs in combination with the NFTs and to display the NFTs and associated art on an NFT marketplace in connection with the offer for sale of the NFTs (**Licence**);
  - (c) The Licence only remains in force for the Buyer while the Buyer controls the NFTs;
  - (d) The Buyer does not, by virtue of owning a NFTs, obtain any ownership in the copyright in any art associated with the NFTs; and
  - (e) The Buyer acknowledges that upon sale of the NFTs:
    - (1) The Licence immediately transfers to the new Buyer and any benefits under the Licence in favor of the former Buyer terminate and the former Buyer may not utilize any of the art associated with the NFTs in any way from that time on; and
    - (2) A royalty payment may be programmatically deducted from any secondary sale transaction and remitted automatically to a nominated Creator of the NFTs.
- 9.2 The Seller will have no unilateral ability to intervene in, freeze, seize, redeem or otherwise modify the ownership of any NFTs unless otherwise stated at the time of sale.
- 9.3 Each Seller warrants that they hold the right or licence to sell the NFTs which are offered for sale, save that we do not warrant that a Seller (other than us) holds that right. While we will take steps to remove NFTs for sale where we are notified of intellectual property infringement, we accept no liability for any Claim or Loss in connection with a third party Seller of an NFT selling an NFT which contains infringing material or which is unauthorized.
- 9.4 We hereby grant Sellers and Creators, for the duration of their use of the Platform strictly in accordance with these Terms, a limited licence (**Patent Licence**) to use our intellectual property, including as set out in US Patent No. US 2020/0242105 A1 (**Patent**) for the purposes of the use of the Platform and for the issue of NFTs as a Seller and / or Creator.
- 9.5 Upon termination of these Terms for any reason the Patent Licence automatically ceases and the Seller or Creator (as applicable) must not use any of our intellectual property (including as disclosed in the Patent) for any purpose whatsoever. As a condition of the grant of the Patent Licence, the Seller or Creator (as applicable) agrees to indemnify us for any costs or claims brought against us in connection with their use of any of the intellectual property used under the Patent Licence, including reasonable attorney's fees.
- 9.6 Subject to clause 5.1, we acknowledge that a Creator owns the intellectual property rights in the art they create which is used in minting an NFT.

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## 10. Moral Rights

- 10.1 Each Creator unconditionally consent in favor of the Buyer, its licensees and successors in title and any person authorized by it, to the performance or omission in relation to the Art, which would otherwise amount to an infringement of the Moral Rights of the Artist.
- 10.2 To the extent that any directors, officers, employees, agents or contractors of the Creator (where relevant) have any Moral Rights with respect to the Art, the Creator has procured or will procure from such directors, officers, employees, agents or contractors, an irrevocable consent in favor of the Creator and the Buyer to do, or omit to do, anything which, but for the consent, would infringe that person's Moral Rights.

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## 11. Payment terms

- 11.1 Buying, selling, or transferring NFTs may be subject to fees, commissions, royalties and other charges including:
- (a) transaction fees associated with transactions on NFT.Kred Supported Hub between Users, payable to Hub Owner;
  - (b) commissions on secondary sales (**Royalties**) of Collectibles, payable to the creators of such Collectibles;
- 11.2 All fees for the sale of NFTs will be disclosed to a Buyer before they are charged. Transaction fees and additional fees may also apply depending on the method of payment used.
- 11.3 Our fees will appear on a provided invoice via Services unless otherwise indicated.
- 11.4 All fees are exclusive of applicable federal, state, local or other taxes (**Taxes**). Buyers and Sellers are responsible for all applicable Taxes, and we may charge Taxes in addition to the applicable fees when we are required to do so. If a transaction, Buyer or Seller is exempt from Taxes, they must provide us with a valid tax exemption certificate and we reserve the right to determine whether the certificate is valid. Tax exemption will only apply from and after the date we receive such a certificate.
- 11.5 If a Buyer contacts their bank or credit card company or any payment provider to seek to decline, chargeback or otherwise reverse the charge of any Purchase Price payable for a NFTs (**Chargeback**):
- (a) we may automatically terminate any and all account access for that Buyer; and
  - (b) the Buyer must return any NFTs the subject of the disputed payment to us; and
  - (c) the Buyer must indemnify us for any loss in value of the NFTs from the time of sale to the time of return.
- 11.6 Any questions about payments can be sent to our customer care team. Each Buyer agrees to contact us concerning any disputes before filing a Chargeback. We reserve the right to dispute any Chargeback with a payment provider, bank or other financial institution.
- 11.7 Payments may be processed by Payment Processors in accordance with their terms of service and privacy policy. By making a payment through the Payment Processor, the Buyer acknowledges that we do not control and are not liable for the security or performance of the Payment Processor.
- 11.8 Third-party services purchased through the sale of NFTs are subject to the terms and conditions of such third-party service providers, which may have their own refund policies different from ours. The purchase terms and conditions for such third-party services will be displayed during the purchase process, such as through a link to the purchase terms and conditions. The Buyers agree to verify their ability to purchase, cancel or obtain a refund for a third-party services and, we will not refund purchases of third-party services.
- 11.9 Any secondary sale royalties in relation to an NFT minted on our Platform, which we receive, may be subject to a minimum transfer value (**MTV**) that shall be communicated to Sellers. In the event that value of such secondary sale royalties falls below the MTV, the Seller is not obliged to transfer such secondary sale royalties, any such transfers will be subject to an administrative fee and an estimated gas fee that shall be communicated to the Seller.

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## 12. Volatility of Digital Currencies

12.1 Sellers acknowledge and agree that Digital Currencies may experience extreme price volatility, including being worthless in the future, and Buyers are solely responsible for all risks related to such price fluctuations from the time that we receive:

- (a) the Purchase Price on a primary sale from a Buyer; or
- (b) the Purchase Price on a secondary sale from a Buyer; or
- (c) any secondary sale royalty fees in relation to an NFT minted on our Platform but sold on another platform,

until such time that the Purchase Price or secondary royalty (less any applicable fees) is delivered to the Seller or Creator (as applicable). For the avoidance of doubt, we will not be liable for any Loss or Claim as a result of any change in the value of any Digital Currencies during that time from receipt by us of the Digital Currencies and delivery to the Seller of any Digital Currencies to which the Seller or Creator (as applicable) is entitled.

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## 13. Taxation

Sellers and Creators are solely responsible for any taxation which arises as a result in dealing in NFTs, including capital gains or income tax. Neither a Seller or Creator shall have a Claim for any Loss against us in respect of any taxation amounts how so ever arising.

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## 14. Domain registration and KRED domain tokens

14.1 If a Buyer purchases a Kred Domain token, this clause 14 applies.

14.2 When a Buyer registers a domain name, or renews or transfers an existing domain name, via the Services, even if such domain names are automatically registered through the use of the Services, the Buyer agrees to be bound by the Registrar Partner's terms and conditions, which are incorporated by reference into these Terms.

14.3 Buyer's use of our domain services is subject to the policies, including without limitation the dispute resolution policies, of ICANN. Buyer's rights and responsibilities as a domain name registrant under ICANN's 2009 Registrar Accreditation Agreement are summarized at <https://www.icann.org/resources/pages/responsibilities-2014-03-14-en>.

14.4 Buyers may not transfer a domain name for the first sixty (60) days following registration. For renewals, we will provide at least fifteen (15) days notice before a domain renewal date, but Buyers agree that renewing their domain is solely their responsibility. If a domain name purchase is canceled within the first five (5) days following purchase, we may provide a full refund. However, we do not offer refunds for domain renewals or transfers.

14.5 The .KRED domain name is a dual function name, which provides both web pages through DNS as a traditional domain does, as well as a wallet address service through ENS. The domain is "informational" that that it resolves HTTP requests and "transactional" as it can be used for transfers of digital assets.

14.6 Users of .KRED Domain Tokens will be able to use the .KRED name as a domain and transfer digital assets to a nominated digital wallet by using their .KRED domain name in the ENS.

- 14.7 The .KRED Domain Tokens:
- (a) sync both the DNS and ENS entries;
  - (b) are easy to transfer by simply passing the token to a new owner's digital wallet; and
  - (c) allow the first owner of a .KRED Domain Token to receive ongoing royalties to manage a .KRED domain name (for transfers made on partner sites and using smart contracts only).
- 14.8 When the registration process of a .KRED second level domain name at <https://www.domains.KRED/>, is commenced the domain name is created and the registry operator KredTLD Pty Ltd becomes the registered name holder. A Buyer obtains the right to use and manage the domain name as a member of the .KRED community according to these Terms only.
- 14.9 For .KRED domain names, the registration data of the Buyer will not be entered into the Whois database, but the registry operator will be the registered domain holder. With .KRED, the right to use the domain is documented in a blockchain via an .KRED Domain Token.
- 14.10 As a condition of purchasing a .KRED domain, the Buyer agrees that they will ensure that any domain name registration made does not infringe upon third party rights, including intellectual property rights.
- 14.11 A Buyer may transfer their right to use a .KRED domain name via the associated .KRED Domain Token without our prior approval conditional upon:
- (a) making these Terms available to the transferee and the transfer subject to the transferee agreeing to be bound by these Terms, and the Buyer undertakes to evidence this acceptance to us upon request.
  - (b) The transferee identifying themselves with a valid email address within 7 days of the transfer; and
  - (c) Where the identification of the transferee fails, we reserve the right to suspend or terminate the use of the .KRED domain name.
- 14.12 We reserve the right to publish information on transfers in our newsfeed.
- 14.13 If we receive communication from a third party who wishes to establish contact with the user of a .KRED domain name, we reserve the right to publish a notice on our Platform in the transaction feed consisting of both the .KRED domain name and the Ethereum ID asking the holder of that domain to contact us so we can share the communication with the holder. The communication itself will not be published publicly.
- 14.14 **Fees**
- (a) We will charge fees for .KRED Domain Tokens annually, unless pre-payments up to a 10 year period are agreed with us.
  - (b) We will not issue an invoice if an NFT Domain Name Token is purchased and invoiced via a reseller.
  - (c) The purchase or transfer the .KRED Domain Token may be canceled at any time, but we do not offer refunds in the event of such cancellation.

- (d) Any failure to pay invoices may result in the immediate suspension of the DNS and ENS and the termination of the domain service.
- 14.15 The original owner of a .KRED Domain Token (**Owner**) will earn royalties on future transfers of the .KRED Domain Token, conditional upon:
- (a) The Owner completes the registration process for a .KRED domain name and pays all applicable fees.
  - (b) The Owner sells the .KRED Domain Token to a new owner.
  - (c) The new owner then sells the .KRED Domain Token for sale on NFT.Kred or OpenSea. From this sale, and all future sales which utilize a smart contract which processes the payment in digital currency.
  - (d) The smart contract, if functioning correctly, should split the purchase price into the purchase payment, delivered to the vendor or selling owner of the .KRED Domain Token, and a processing fee. The processing fee is then subject to a fee to pay for registry costs, and the 2% royalty.
- 14.16 The Owner maintaining access to the registered Ethereum wallet set at the time of registration of the .KRED Domain Token.
- 14.17 If an owner of a .KRED Domain Token transfers the wallet within which the .KRED Domain Token is located, or transfers the .KRED Domain Token directly to another wallet outside of the NFT.Kred or OpenSea sale process, no fee will be collected for the transfer and no royalty will be paid to the Owner. If the .KRED Domain Token is later sold on NFT.Kred or OpenSea (or another partner site which supports the smart contract process), regardless of how many other transfers might take place, the royalty will again be paid.
- 14.18 The regular fees paid for the .KRED Domain Tokens are not subject to royalties.

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## 15. Definitions

In these NFT Terms,

**Art** means all artistic, literary and other works or subject matter which have been created by a Creator, for use on the Platform or Website; and

**Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity granted to authors under the *Copyright Act 1968* (Cth), and any similar rights existing under any foreign laws.



# Part E– Hub Owners Terms

These terms (**Hub Owner Terms**) will apply to you if you are a user of the NFT.Kred community and you opt to create a Kred NFT Hub.

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## 1. Hub Owner rights and obligations

- 1.1 When you (**Hub Owner**) create your own NFT Kred Hub you will receive:
    - (a) a configurable NFT.Kred Hub;
    - (b) access to your NFT.Kred Hub's user data; and
    - (c) a blockchain smart contract for your Hub.
  - 1.2 Unless otherwise agreed in writing, you must use our End User Terms and our NFT Sale Terms in the sale of any NFTs using the Hub. To the extent you use our Hub and use your own terms for any reason (either in addition to or in breach of this term) you agree to release and hold us harmless from any Claim or Loss howsoever arising from any use of those terms.
  - 1.3 You acknowledge and agree that if you do not have your own terms of service that you must ensure that your Users comply with our Terms. We will not be liable for any Loss to you for any breach of the Terms by any of your Users.
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## 2. Transactions involving Kred NFTs

- 2.1 Decentralized transactions on the Platform and via the NFT.Kred API are written by the Platform to Blockchain Networks. You may be able to elect to have transactions involving Kred NFTs written to different Blockchain Networks, which may have additional cost, including “gas” paid for transactions. Some transactions may be able to be processed via Layer 2 solutions which may reduce fees.
  - 2.2 You understand that your Kred NFT public address will be made publicly visible whenever you transact.
  - 2.3 We do not control the cost of fees or “gas” or any additional costs charged by Blockchain Networks which may carry NFT transactions, which may vary from time to time based on factors outside of our control (such as the number of transactions being processed on the Ethereum blockchain at any time). Fees (or estimated fees) may be notified to you or your Users at the time transactions are entered into.
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## 3. Digital Wallets and Custodial Solution

- 3.1 You will need a Digital Wallet in order to set-up, purchase, store, and engage in transactions using Blockchain Network based digital assets (non-fungible) or fungible currency across multiple applications and platforms as a Hub Owner.
- 3.2 By default, Hub Owner's NFTs will be stored in a Digital Wallet we host, and User NFT purchases in your Hub Owners will be delivered to NFT.KRED Digital Wallets by default. While we seek to deploy reasonable security measures,
- 3.3 We may provide a semi-custodial solution by which, upon you activating this feature:-

- (a) your Hub will make available to you ;the private keys to managing your Kred Hosted Digital Wallet directly;
  - (b) Any use of those private keys is entirely at your own risk. [their security representation and limitation of liability] as such custody software may be susceptible to bugs, network errors or smart contract malfunction or malicious attack which may cause a loss of the NFTs stored in the custody software. Any loss of your private keys may lead to irrevocable loss of any NFTs associated with your Hosted Digital Wallet.
- 3.4 [Condition of not using the Digital Wallet for purposes other than for operating a Hub – not for trading, speculation or investing].
- 3.5 As a condition of using our custody solution you agree to release and hold us harmless from any Claim or Loss, howsoever arising, in connection with any loss of NFTs stored in the custody solution, including arising from our negligent act or omission.
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## **4. Payment**

- 4.1 You may use your own Payment Processor when charging Users of your Hub for Transactions. If you do not have a Payment Processor, you may use our Payment Processor and you will be identified as the merchant on our Payment Processor’s account instead of us for transactions involving purchases from you.
- 4.2 If you opt to use our Payment Processor you acknowledge and agree that:
- (a) you will be bound by and comply with our Payment Processor’s terms of service and privacy policy; and
  - (b) you will be responsible for any Chargebacks, reversals or refunds which are charged to our Payment Processor and must make payment of any such amounts, together with any costs we incur as a result of such occurrence, upon demand without set-off of any kind. Such payment may be made on account if you are engaged in a dispute with a third party.
- 4.3 In the event we are notified by our Payment Processor that a Chargeback has occurred:-
- (a) we may take such steps as we see as desirable to protect our ability to recover any Loss arising from the Chargeback including (if possible) suspending a User account;
  - (b) you must provide to us all information we reasonably require, including in respect of delivery of the disputed NFT to the party which submitted the Chargeback within 24 hours of the request being made;
  - (c) if the information provided is insufficient for the Payment Processor to reject the Chargeback, or you do not provide any information within the above timeframe, then you will be required to reimburse us for the whole amount of the Chargeback, and indemnify us for any Loss or costs we suffer as a result of the Chargeback.
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## **5. Volatility of Digital Currencies**

- 5.1 You acknowledge and agree that Digital Currencies may experience extreme price volatility, including being worthless in the future, and Buyers are solely responsible for all risks related to such price fluctuations from the time that we receive:
- (a) any Purchase Price on a primary sale from a Buyer; or

- (b) the Purchase Price on a secondary sale from a Buyer; or
- (c) any secondary sale royalty fees in relation to an NFT minted on our Platform but sold on another platform,

until such time that the Purchase Price or secondary royalty (less any applicable fees) is delivered to the Seller or Creator or you (as applicable). For the avoidance of doubt, we will not be liable for any Loss or Claim as a result of any change in the value of any Digital Currencies during that time from receipt by us of the Digital Currencies and delivery of any Digital Currencies or to any change in the value of any Digital Currencies forming part of any fees you (or one of your users) receive through our Platform from any transactions.

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## 6. Patent Licence and Hub Licence

- 6.1 We hereby grant you, for the duration of your use of the Platform strictly in accordance with these Hub Owner Terms, a limited licence (**Patent Licence**) to use our intellectual property, including as set out in US Patent No. US 2020/0242105 A1 (**Patent**) for the purposes of the use of the Platform and for the minting and issue of Kred NFTs to your Users as a Hub Owner.
- 6.2 Upon termination of these Terms for any reason the Patent Licence automatically ceases and you must not use any of our intellectual property (including as disclosed in the Patent) for any purpose whatsoever. As a condition of the grant of the Patent Licence, you agree to indemnify us for any costs or claims brought against us in connection with your use of any of the intellectual property used under the Patent Licence, including reasonable attorney's fees.
- 6.3 You grant us a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide, irrevocable licence to copy, display, upload, perform, distribute, store, modify, feature or otherwise use any art associated with any NFTs you have previously minted in connection with your Hub (**Hub NFT Licence**).
- 6.4 You acknowledge and agree that if you choose to disable your Hub or you cease payments, the Hub NFT Licence will continue, and we will have the right to display any NFTs you minted as part of the Hub NFT Licence in the Platform's general marketplace.

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## 7. Acknowledgements

- 7.1 When you mint a Kred NFT, you own the underlying NFT as created. You have the right to trade your NFT, sell it, or give it away.
- 7.2 Other than expressly set out in these terms we will not seize, freeze, redeem, or otherwise modify the ownership of any Kred NFT.
- 7.3 You acknowledge that:
  - (a) Kred NFT are offered, and as a Hub Owner you must only offer the NFTs as, collectibles. The minting, purchasing, selling or reselling, trading, gifting, or collecting of Kred NFTs on the Platform shall not be advertised or presented or construed as a financial investment or financial contribution; and
  - (b) the minting, purchasing, selling or reselling, trading, gifting, and collecting of Kred NFTs is intended for your own entertainment and play; and
  - (c) Holders and owners of Kred NFTs are entitled to use the Platform and the Services only in accordance with these Hub Owner Terms; and

- (d) you will take no steps, and make no representations, which would be contrary to the above acknowledgements.

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## 8. Indemnity and release

- 8.1 You must indemnify us and our Personnel and keep us and our Personnel indemnified at all times to the fullest extent permitted by law in respect of any Loss or Claim which we or our Personnel may suffer, sustain or incur arising from, or connected with, a breach of any clause of these Hub Owner Terms without limitation.
- 8.2 You agree to indemnify us from any Claims or Loss, and release us from any Claims in respect of:
  - (a) an alleged unlawful use of our Payment Processor account; and
  - (b) any breaches by you of our Payment Processor's terms of service or privacy policy; and
  - (c) any breaches or misuse of the Platform by you or your Users which you were aware of, or ought reasonably to have been aware of.

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## 9. Limitation of Liability

- 9.1 To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:
  - (a) your use of the Platform as a Hub Owner;
  - (b) your Hub being interrupted or unavailable;
  - (c) any failure or delay in any Blockchain Network providing proof of ownership, the ability to transfer of NFTs or information in relation to same;
  - (d) errors or omissions from the services or in your Hub;
  - (e) any failure or lack of any security measures by us, or any third party including in relation to the storage or transfer of NFTs;
  - (f) viruses, malicious codes or other forms of interference affecting the Platform or your Hub or our services or any linked services;
  - (g) your use of or reliance on information contained on or accessed through the Website or our services or any linked services, which information may be incorrect, incomplete, inadequate or outdated;
  - (h) goods or services supplied pursuant to or in any way connected with the Website or our Services;
  - (i) unauthorized access to or use of, our servers and/or any information stored on them; or

(j) any failure or omission on our part to comply with our obligations as set out in these End User Terms.

9.2 To the maximum extent permitted by law, you agree to indemnify and keep indemnified us, against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or indirectly in connection with your use of the Website or the Services, or from your violation of these Hub Owner Terms. Participants in minting agree to hold the us harmless for any loss incurred as a result of minting, including but not limited to, excessive gas fees for failed transactions, excessive gas fees resulting from a website or smart contract bug and/or and loss of product or asset resulting from a website or smart contract bug.

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## 10. Definitions

10.1 In these Hub Owner Terms:

**Blockchain Network** and **Blockchain Networks** means those decentralized computer networks utilizing distributed ledger technology to record the ownership of cryptographically secured tokens;

**Hub** means a channel where Kred NFTs may be minted, distributed, displayed or organized into groups and have features as we may include from time to time;

**Kred NFTs** means tokenized actionable non-fungible digital assets, which may exist in multiple formats including, coins, cards, badges and “naked” digital assets, and which are designed for giving, tracking, redeeming and playing;

**Kred NFT Platform** means the platform, comprising a customized web application at [www.NFT.Kred](http://www.NFT.Kred) and a back-end cloud service at [www.docs.NFT.Kred](http://www.docs.NFT.Kred), that facilitates the creation of NFTs;

**NFT** means non-fungible token;

**Users** means individuals or entities who use your Hub to search, browse, purchase or trade NFTs;

**Related Web Apps** means the web application ([www.NFT.Kred](http://www.NFT.Kred)) which may be customized for use by different communities;