

## TERMS OF USE

Hi there! Welcome to 8SIAN! We are so glad that you have joined us.

Before we begin, please take a minute to read this document as it contains important information on the terms that govern this relationship, as well as your rights and responsibilities, and ours.

### 1. General

A. These terms and conditions (the “**Terms**”) governs:

- (i) your access and use of this website, <https://8SIAN.io/> (the “**Website**”) that is owned and managed by 8SIAN Sdn. Bhd. (Company Registration No.: 202201013030 (1458727P)) (referred to as the “**Company**”, “**we**”, “**us**” or “**our**”), or any other platform we may provide (individually and collectively, the “**Platform**”) and any features, functions, services, products, rewards, offers, Digital Content (as defined below), materials, or information that we make available on or through the Platform (collectively the “**Services**”), in existence now or in the future; and
- (ii) your ownership and usage of any 8SIAN NFT and/or Enhancement (as defined below), and

will form a binding legal contract between you and us. You are referred to herein as “**you**” or “**your.**”

- B. Together, you and the Company are referred to herein as “**Parties**”. Note that we do not collect any information about you through your use of the Platform, other than as set forth below. Kindly refer to our privacy policy at <https://8sian.io/8SIAN Privacy Policy.pdf> for more details on how we handle your information.
- C. In the future, we may change these Terms. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the Platform or Services.
- D. BY USING THE PLATFORM AND SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) CONFIRM THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. THESE TERMS FORM A LEGAL BINDING CONTRACT BETWEEN YOU AND US.
- E. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICES. Any breach of these Term immediately terminates your right to access and use the Platform and Services and all rights and licenses granted to you by these Terms.

### 2. Information on our NFTs and the Blockchain

- A. You may use the Website to purchase and/or mint a non-fungible token (“**NFT**”) that links to, is associated with, and identifies a unique “8SIAN” digital artwork, creation, art, design, drawing, fictional character, illustration, image, vector, video, 3D asset, template asset or any other pictorial or graphic work (each, an “**Artwork**” and each such NFT, an “**8SIAN NFT**”).
- B. 8SIAN NFTs, and any Enhancements (as defined below), are minted through a smart contract on the Ethereum blockchain (the “**Blockchain**”), which is a distributed digital ledger of transactions

maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the ledger. 8SIAN NFTs are recorded on the Blockchain, and the Blockchain and smart contracts are used to enable and facilitate the tracking, sending and receiving of NFTs.

- C. You acknowledge and agree that certain information, including your digital wallet address and the transactions you conduct through that digital wallet address, may be publicly available and viewable on the Blockchain. 8SIAN NFTs, and/or any Enhancements, can be transferred on the Blockchain (or another blockchain as technology permits) from one digital wallet address to another digital wallet address.
- D. You agree not to circumvent, disable or otherwise interfere with security-related features of the Platform that prevent or restrict use or copying of any Digital Content or enforce limitations on use of the Services or the Digital Content. By accessing our Platform, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

### **3. Enhancements**

- A. You acknowledge and agree that we may, at our discretion, make available to you additional derivatives, features or enhancements that relate to, or can be accessed through, your 8SIAN NFT, including, but not limited to, derivative NFTs that are designed by us (collectively, “**Enhancements**”). You acknowledge and agree that: (i) we may never provide or offer any Enhancements or provide them to all users; (ii) you may not have the opportunity to select or choose your Enhancements, or any features related thereto; (iii) you may be provided with a limited timeframe in which you may be able to redeem your Enhancements following which they may expire and/or be forfeited and irretrievable; and (iii) there may be an additional cost to obtain an Enhancement. To the extent there is an additional cost to obtain one, the terms in Section 5 will apply. Any announcements related to your 8SIAN NFT, including any Enhancements, will be made subject to Section 8 below.

### **4. Linking Your Digital Wallet**

- A. You do not have to create an account in order to use or access the Platform. However, in order to access certain Services, including accessing certain features on our Website (such as the minting functionality), you may be required to link or connect a digital wallet owned by you to our Services. The digital wallets that we support are listed on our Website. Connecting your wallet to our Website allows you to purchase, mint, store and engage in transactions involving 8SIAN NFTs or the Enhancements. Your use of any digital wallet, including those we support, is at your own risk and subject to their terms and conditions of that digital wallet.
- B. You are responsible for all use of your digital wallet and for any actions that take place using your digital wallet, whether by you or by another person. You are solely responsible for keeping your digital wallet private key and/or other access credentials confidential and secure.

### **5. Purchasing, Selling or Otherwise Dealing with Your NFT(s)**

#### Transactions on our Platform

- A. At selected times determined by us, we will make 8SIAN NFTs available for purchase or minting through our Platform. The price for each 8SIAN NFT will be determined by us, and designated in such cryptocurrency and/or currency as we may decide. We reserve the right to modify the types, prices, and number of 8SIAN NFTs available at our discretion.

- B. If your 8SIAN NFT is purchased or minted directly through our Platform, your 8SIAN NFT will be minted directly into your wallet. We never hold custody nor take ownership or possession of your 8SIAN NFT.

#### Transactions on Secondary Marketplaces

- C. Alternatively, 8SIAN may be purchased, sold, traded, or distributed on certain smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs (each a “**Secondary Marketplace**”). 8SIAN NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantees about the availability or functionality of any Secondary Marketplace or its compatibility or interoperability with 8SIAN NFTs. You acknowledge and agree that all 8SIAN NFT purchases, transfers, and sales on any Secondary Marketplace will be entirely at your sole risk.
- D. You acknowledge and agree that if you decide to purchase an 8SIAN NFT outside of our Platform, such purchases will be entirely at your sole risk, and that we do not have any responsibility or control over how such external platforms (including without limitation, Secondary Marketplaces) operate.
- E. Subject to Clauses 5.F and 5.G below, you acknowledge and agree that we are not a party to any agreement or transaction involving an 8SIAN NFT or Enhancement on any Secondary Marketplace, even if it was initially purchased or minted via our Service, and even if we receive a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.
- F. You acknowledge and agree that if you buy or otherwise receive an 8SIAN NFT or Enhancement to another party (the “**Recipient**”), your ownership and usage of the 8SIAN NFT or Enhancement shall be subject to these Terms.

#### Notification of Terms of Sale

- G. You acknowledge and agree that when you sell, transfer or otherwise make any disposition of your 8SIAN NFT or Enhancement to another party (the “**Recipient**”), you shall, prior to the sale, transfer or disposition, provide the Recipient with a copy of these Terms, and procure the Recipient’s agreement to and acceptance of these Terms as a condition of the sale, transfer or disposition.

### **6. Use of Third-Party Sites**

- A. These Terms only relate to your use of the Services, and do not relate to any other website or Internet-based services, including Secondary Marketplaces, communication platforms or other websites or browser extensions to which the Services may provide any links to (“**Third-Party Sites**”). References or links to any Third-Party Site that we make available are provided for your convenience and information only. Such links should not be interpreted as endorsements by us of any Third-Party Site. When you click such link, we may not warn you that you have left our Services and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites.
- B. We may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use and privacy policies of those platforms and related services. We have no control

over such social media platforms or related services, and they are deemed Third-Party Sites under these Terms of Use.

## **7. Payment, Gas Fees and Taxes**

- A. Any payments made to us via the Platform will be processed through the Blockchain or such other payment gateway or process as may be determined by us (collectively, the “**Payment Process**”). We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions made via the Payment Process. You acknowledge that we have no liability to you or to any third party for any claims or damages that may arise as a result of your payment for or sale of your 8SIAN NFT, including, but not limited to, instances where your payment was not properly processed on the Payment Process. It is solely your responsibility to confirm that your payment for an 8SIAN NFT or for any Enhancements has been processed and completed successfully. We do not provide refunds for any purchases that you might make on or through the Platform.
- B. Transactions on the Blockchain may require the payment of a transaction fee known as a “Gas Fee”. This means that you may be required to pay a Gas Fee for each purchase of or transaction involving an NFT or for any Enhancements via the Platform. If you seek to transfer your NFT or any Enhancement via a secondary marketplace you may also incur Gas Fees or other transaction costs. Gas Fees are paid to the third parties and/or network of computers that operate the Blockchain and/or process the transactions and are not paid to us. Kindly note that Gas Fees often fluctuate based on a number of factors, all of which are not under our control.
- C. You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the “**Taxes**”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including Gas Fees) made to us pursuant to these Terms.
- D. If you sell or transfer your 8SIAN NFT or Enhancement, as applicable, via a Secondary Marketplace, such transaction may be subject to a transaction fee determined by us (“**Transaction Fee**”) which may be automatically deducted. All Transaction Fees (if any) are applied to the final sale price and are collected and distributed to us at the time of sale through smart contracts on the Blockchain.

## **8. Announcements and Important Information**

- A. We may, from time to time, make certain announcements regarding your 8SIAN NFT, including, but not limited to, the availability of any Enhancements, features, functions, services, products, rewards, or offers (collectively, “**Announcements**”). All Announcements will be made by us on our (i) official dedicated Discord channel (<https://discord.com/invite/8SIAN>), (ii) our Twitter account (<https://twitter.com/8SIANNFT>) or (iii) on our Website. You acknowledge and agree that it is your responsibility to check these accounts for all Announcements. We will not be responsible for any consequences arising from your failure to check Announcements, nor are we liable for the availability of Discord or Twitter.

## 9. Ownership and Intellectual Property

### Ownership and License over the Artwork

- A. The Platform and Services, including any Artwork, 8SIAN Trademarks, Enhancements, media, web applications, mobile applications, software, metadata, materials, design, text, images, photographs, illustrations, animation, content, media files, artwork, graphic material, databases, proprietary information, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all Intellectual Property Rights therein (all of the foregoing, individually and collectively, the “**Digital Content**”), are our property and/or where applicable, our licensors or suppliers. Nothing in these Terms shall be interpreted as granting any license of Intellectual Property Rights to you other than as explicitly set forth in these Terms. Under these Terms, “**Intellectual Property Rights**” refer to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. “**8SIAN Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with 8SIAN, 8SIAN.io, the 8SIAN NFTs, including the “8SIAN” or “8SIAN.io” names, or any other names of 8SIAN-related characters or products or service developed by us.
- B. You are hereby granted a limited license (without the right to sublicense) to access and use the Digital Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact.

### What you get with your NFT

- C. Your purchase of an 8SIAN NFT and/or an Enhancement means you that you are the owner of the relevant NFT and/or Enhancement, and you have the right to store, sell and transfer your NFT and/or Enhancement, and to benefit from any features or utility that such NFT/Enhancement may provide. Subject to the clauses below, you also obtain a limited license to view and display the Artwork linked, designated or associated with the relevant 8SIAN NFT(s) and/or Enhancement (the “**Associated Artwork**”) that you own, for your own personal, non-commercial use and in connection with a proposed sale or transfer of the relevant 8SIAN NFT. This includes, as an illustration, the right to use and display the graphical image of the Associated Artwork (i) as part of a Secondary Marketplace that permits the purchase and sale of NFTs, provided that such marketplace cryptographically verifies each owner’s ownership and rights to display the relevant 8SIAN NFT or Enhancement to ensure that only the actual owner can display the same; or (ii) as part of a Third-Party Site or application that permits the inclusion, involvement, or participation of your 8SIAN or Enhancement, provided that the website/application/platform cryptographically verifies each owner’s ownership and rights to display the relevant 8SIAN NFT or Enhancement to ensure that only the actual owner can display the same, and provided that the Associated Artwork is no longer visible once the owner of the relevant 8SIAN NFT or Enhancement leaves the website/application/platform.

- D. An NFT is separate and distinct from the relevant artwork or asset that is associated or designated with that NFT and obtaining an NFT (whether through a purchase or otherwise) does not necessarily mean you obtain the ownership, title, rights or interest in the relevant artwork or asset. In our case, when you purchase an 8SIAN NFT and/or Enhancement, and subject to Clause 9.E below, you also get a non-exclusive, worldwide, royalty-free, revocable, sub-licensable (but only to service providers assisting you with a Commercial Use) license to use, copy, reproduce and display the Associated Artwork for any Commercial Use. The license in this Clause 9.D does not include a right to create derivative works of the Associated Artwork except as necessary to adapt and depict the Associated Artwork in or on the goods or media created pursuant to this license, or as otherwise required in Clause 9.F below.
- E. From time to time, we may collaborate with third parties to create 8SIAN NFTs and/or Enhancements which include artwork, images, works of authorship, logos, trademarks, service marks, or trade dress owned by a third party ("**Third Party Content**"). The license in Clause 9.D above does not extend to any 8SIAN NFT, Enhancement or Associated Artwork that contains Third Party Content, and you may not use, copy, reproduce, display, create derivative works of, or create new NFTs or Enhancements based on such Third Party Content, or any portion thereof, for any Commercial Use, unless we or the applicable third parties expressly provide our consent in writing or by public announcement. For the purposes of these Terms, "**Commercial Use**" means any activity that is performed with the intent to generate revenue, such as sale or transfer of items (including NFTs and/or Enhancements) on any marketplace, creating and selling merchandise or creating a comic book or video game.
- F. To be clear, ownership of an 8SIAN NFT does not provide any title, rights or interest in or to the Intellectual Property Rights, express or implied, in any other Digital Content apart from the relevant Associated Artwork (of your 8SIAN NFTs and/or Enhancement) ("**Project IP**") (and in particular but without limitation, the 8SIAN Trademarks and all goodwill subsisting therein). Additionally, nothing in these Terms will be interpreted to grant you any rights to any trademarks belonging to the Company. Without our written permission, you may not use any 8SIAN Trademarks for any Commercial Use, including to register any domain names or social media accounts using any 8SIAN Trademarks. This includes any 8SIAN Trademarks that may be displayed or contained in any Associated Artwork with the 8SIAN NFTs and/or Enhancements you own (and you will need to modify the Associated Artwork to remove or obfuscate such 8SIAN Trademarks before making any Commercial Use of such Associated Artwork). You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any 8SIAN NFT, Enhancement or Associated Artwork. You may not do anything that infringes, violates or misappropriates the exclusive rights belonging to us.
- G. The licenses granted in these terms above applies only to the extent that you continue to own the applicable 8SIAN NFT or Enhancement. If at any time you sell, trade, donate, give away, or otherwise transfer, or dispose of your ownership of your 8SIAN NFT and/or Enhancement for any reason:
- (i) you represent and warrant that you will notify the subsequent collector and/or owner of these Terms and require the subsequent collector to comply with these Terms;
  - (ii) the licenses granted herein (including without limitation, the licenses granted over the Associated Artwork and Digital Content) will automatically transfer to such subsequent owner without the requirement of notice, and the subsequent owner will be subject to these Terms; and

- (iii) you will cease to have any further rights or interests to such 8SIAN NFT, Enhancement and/or its Associated Artwork.
- H. Any use of the Digital Content other than as expressly authorized herein, without our prior explicit written permission, is strictly prohibited and shall immediately terminate your right to access and use the Services and all rights and licenses granted to you by these Terms. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes.
- I. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Platform and Services are service marks, trademarks and/or trade dress that belong to us and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by us in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits 8SIAN and/or the Company.
- J. The Company reserves the rights to reproduce, revise, edit, manipulate, add, create, modify, use, display, publish, distribute, sell, exploit and duplicate the Digital Content (including without limitation, the Artwork of any 8SIAN NFTs and/or Enhancements) and any derivative works of the same, in whole or in part, for commercial purposes or any purpose whatsoever in any media.
- K. If you exceed the scope of the license granted in these terms without entering into a broader license agreement with or obtaining an exemption from the Company, you acknowledge and agree that:
  - (i) you are in breach of these Terms;
  - (ii) in addition to any remedies that may be available to the Company at law or in equity, the Company may immediately terminate the licenses granted to you herein, without the requirement of notice;
  - (iii) you will be responsible to reimburse the Company for any costs and expenses incurred by the Company during the course of enforcing these Terms against you;
  - (iv) payment of damages will not be a sufficient form of compensation to the Company;
  - (v) the Company can and may take formal legal action to stop and prevent you from continuing to breach your obligations under these Terms; and
  - (vi) under the circumstances where any Digital Content, 8SIAN NFT, Enhancement, and/or Associated Artwork is placed or offered for sale on any website, platform or location under your direction, the Company can and may communicate with the operator of such website, platform or location and instruct, on your behalf, the operator to remove the image and offers for sale of the relevant Digital Content, 8SIAN NFT, Enhancement, and/or Associated Artwork.

#### Feedback

- L. You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform or Services through the email address provided at the end of these Terms (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

## **10. Acknowledgments and Assumptions of Risk**

- A. You acknowledge and agree that there are risks associated with purchasing, holding, and using your 8SIAN NFT(s) or any Enhancement(s). By purchasing, holding and using an 8SIAN NFT and/or any Enhancement, you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving 8SIAN NFTs, any Enhancement or any cryptocurrency; errors in the smart contract that mints or operates 8SIAN NFTs and/or any Enhancement; errors in the 8SIAN NFTs and/or any Enhancement; errors in our Platform or Services; inability to access or transfer any 8SIAN NFT or any Enhancements; inability to use, access, copy, or display the 8SIAN NFT, any Enhancement, or any Digital Content; missed opportunities to redeem Enhancements; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; unfavourable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; uninsured losses; unanticipated risks; volatility risks in the value of 8SIAN NFTs, any Enhancements and cryptocurrencies; cybersecurity attacks; weaknesses in 8SIAN security; personal information disclosure; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, brute forcing, changes to the protocol rules of the Blockchain (i.e., “forks”), or other means of attack that affect, in any way, the 8SIAN NFTs, any Enhancements or the Digital Content (the foregoing, collectively, “**Platform Risks**”). If you have any questions regarding these risks, please contact us at the email address provided at the end of these Terms.
- B. You acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms and to appreciate the risks and implications of purchasing an 8SIAN NFT and/or any Enhancement.
- C. You acknowledge that we may not provide any application or other service to receive, access, view, utilise or display your 8SIAN NFT or any Enhancements or Digital Content, and do not guarantee you will be able to do so. It is your responsibility to procure a digital wallet or other means to allow for you to access or view your 8SIAN NFT, any Enhancements, and the Digital Content, and to store the requisite private key(s) or other credentials necessary to access your digital wallet or other technologies. You acknowledge that the risk of (i) purchasing or acquiring; (ii) holding and using; and/or (iii) transferring your 8SIAN NFT and/or Enhancement to others rests entirely with you. If your private key(s) or other access credentials are lost or compromised, you may lose access to your 8SIAN NFT and/or any Enhancements. We are not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.
- D. You acknowledge and represent that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that your purchase of an 8SIAN NFT and/or any Enhancement complies with applicable laws and regulations in your jurisdiction.
- E. We are not responsible if your 8SIAN NFT, Enhancements, or any Digital Content becomes inaccessible to you for any reason, or for any modifications or changes to your 8SIAN NFT, Enhancements, or any Digital Content including any deletion, removal, or inaccessibility on our Platform or otherwise. Further, you acknowledge and agree that we may use decentralized storage systems to store the Digital Content, and we are not responsible for any risks that may be presented by such storage systems. You acknowledge that the graphical images and artwork

in your 8SIAN NFTs and any Enhancements can be copied and distributed and that we cannot guarantee that additional copies of the artwork associated with your 8SIAN NFT or Enhancements will not be created by others.

F. You also acknowledge and agree that:

- (i) The prices of blockchain assets are extremely volatile, subjective and have non-inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the 8SIAN NFTs and/or any Enhancement, which may also be subject to significant price volatility. In addition, a lack of use or public interest in NFTs could negatively impact the potential utility or value of your 8SIAN NFT and Enhancements. Each 8SIAN NFT, including any Enhancement, has no inherent or intrinsic value. We cannot promise or guarantee that any purchases of 8SIAN NFTs and/or any Enhancement will retain their original value, as their value is inherently subjective and factors occurring outside of the Platform may materially impact the value and desirability of any particular 8SIAN NFT or Enhancement.
- (ii) There may not be any further utility or benefit that accrues from owning any 8SIAN NFTs or Enhancements, and that the roadmap or project strategy may not be implemented or achieved for whatever reason. There is no guarantee or promise of the provision of any such utility or benefit by us.
- (iii) Our Services do not store, send, or receive NFTs. We do not have any custody over any of your NFTs. Your 8SIAN NFTs and Enhancements exist only by virtue of the ownership record maintained on the Blockchain. Any transfer of 8SIAN NFTs and Enhancements occurs within the Blockchain and not on the Service or Platform.
- (iv) There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital wallet.
- (v) The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Platform or Services, and therefore the potential utility or value of your 8SIAN NFTs or the Enhancements.
- (vi) The purchase of an 8SIAN NFT and/or any Enhancement is not a sale of any share, investment, derivatives or securities-based product.
- (vii) The purchase and/or possession of any 8SIAN NFT and/or Enhancement does not entitle you to vote or receive dividends or any other form of pecuniary benefits or to be deemed the holder of an ownership interest in the 8SIAN Project or the Company for any purpose, nor will anything contained herein be construed to confer on you, as such, any of the rights of a member of the Company or any right to vote for the election of directors or managers or upon any matter submitted to members at any meeting thereof, or to give or withhold consent to any company action or to receive notice of meetings, or to receive subscription rights or otherwise, or to have ownership of or control over the management of any assets in the 8SIAN Project (including without limitation any Intellectual Property Rights subsisting therein).
- (viii) Upgrades, forks or changes to the Blockchain or a change in how transactions are confirmed on the Blockchain may have unintended, adverse effects on all blockchains using the Blockchain's NFT standard, including the Platform.

#### **11. Restrictions on Use of Digital Content, Project IP and 8SIAN NFTs/Enhancements**

A. You agree that you may not, nor will you permit any third party to, do or attempt to do any of the foregoing without our (or, as applicable, our licensors') express prior written consent in each case:

- (i) modify any Project IP in any way, including, without limitation, the shapes, designs, drawings, attributes, or colour schemes;
- (ii) use any Project IP to advertise, market, or sell any third-party product or service;
- (iii) use any 8SIAN NFTs, Enhancements or Digital Content (including any Associated Artwork or Project IP) in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- (iv) use any 8SIAN NFTs, Enhancements, Associated Artwork, Project IP or other Digital Content in a manner that is abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, pornographic, obscene, offensive, sexually explicit, threatening or vulgar language or otherwise objectionable, or in any manner that denigrates, disparages or discredits the 8SIAN Project or the Company;
- (v) use any Project IP in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use;
- (vi) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of any Project IP other than as permitted under Section 9 above;
- (vii) attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to any Project IP; or
- (viii) otherwise utilize any Project IP for your or any third party's commercial benefit other than as permitted under Section 9 above.

## **12. Your Warranties**

- A. You agree that you are responsible for your own conduct while accessing or using the Platform and Services, and for any consequences thereof. You agree to use the Platform only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations.
- B. Without prejudice to the generality of Clause 12.A above, you warrant and agree that your use of the Platform and Services will not, and will not cause or allow any third party to, in any manner, involve:
  - (i) sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
  - (ii) the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
  - (iii) uploading, posting, transmitting or otherwise making available through the Platform or Services any content that infringes the intellectual proprietary rights of any party;
  - (iv) using the Platform or Services to violate the legal rights (such as rights of privacy and publicity) of others;
  - (v) engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
  - (vi) interfering with other users' enjoyment of the Platform or Services;
  - (vii) exploiting the Platform or Services for any unauthorized commercial purpose;
  - (viii) modifying, adapting, translating, or reverse engineering any portion of the Platform or Services;
  - (ix) removing any copyright, trademark or other proprietary rights notices contained in or on the Platform or Services or any part of it; or reformatting or framing any portion of the Platform or Services;

- (x) displaying any content on the Platform or through the Services that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;
- (xi) using any spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or Services, or to collect information about its users for any unauthorized purpose;
- (xii) accessing or using the Platform or Services for the purpose of creating a product or service that is competitive with any of our products or services;
- (xiii) abusing, harassing, or threatening another user of the Platform or Services or any of our authorized representatives;
- (xiv) using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the Platform or Services or any of our authorized representatives;
- (xv) impersonating another person (via the use of an email address or otherwise); or
- (xvi) acquiring any 8SIAN NFTs and/or Enhancements through inappropriate, fraudulent or illegal means.

### **13. Copyright Notice and Take-Down Procedure**

- A. If you or any user of the Platform or Services believes its copyrights have been infringed, the copyright owner ("**Complaining Party**") should send notification to us at [hello@8SIAN.io]. To be effective, the notification must include:
  - (i) A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
  - (ii) Identification of the copyrights claimed to have been infringed;
  - (iii) Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
  - (iv) Identification of the material that is claimed to be infringing or to be subject to infringing activity on the Complaining Party's copyrights that is to be removed and information reasonably sufficient to permit us to locate such materials;
  - (v) A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and
  - (vi) A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyright that is allegedly infringed.
- B. Once notice is received, we will act expeditiously to review and if necessary to remove content on the Platform that infringes the copyrights of others and may disable the access to the Platform and its Services of anyone who uses them to repeatedly infringe the copyrights of others. We are not liable for any such removal and the claims of the Complaining Party may be referred to the relevant authorities for adjudication or resolution.

### **14. General Disclaimers**

- A. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE 8SIAN NFTS, THE ARTWORKS, ENHANCEMENTS OR DIGITAL CONTENT, OR THE PLATFORM OR SERVICES, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL OPERATION OR PERFORMANCE, DESCRIPTION, QUALITY, CONDITION, ATTRIBUTION, AUTHENTICITY, SCARCITY, IMPORTANCE, MEDIUM, PROVENANCE,

OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. EACH 8SIAN NFT, ENHANCEMENT, THE SERVICES AND ALL DIGITAL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. EXCEPT AS IS REQUIRED BY LOCAL LAW, ANY WARRANTY OF ANY KIND IS EXCLUDED BY THIS SECTION 14.A.

- B. We shall not be responsible for any failure to meet any obligation which we may have under these Terms which is caused by circumstances beyond our reasonable control. This includes, but is not limited to fire, flood, natural disasters, armed conflict, terrorist attack, labour matters, pandemic, technology or telecommunications failures, cyberattacks, or any unauthorized third-party activities.
- C. To the extent legally permissible, we will not be responsible or liable to you or any other party for errors or failures to execute any purchase of your 8SIAN NFT or Enhancement, including, without limitation, errors or failures caused by:
  - (i) your failure to follow any instructions, guidelines or directions as may be issued by us from time to time;
  - (ii) any loss of connection to our Platform or Services;
  - (iii) a failure of any software or device used by you to purchase your 8SIAN NFT and/or Enhancement; or
  - (iv) for any other failure to execute your purchase of an 8SIAN NFT or Enhancement, or for errors or omissions in connection with this activity.
- D. We make no representation that 8SIAN NFTs, Enhancements or any Services are compliant with the relevant laws or regulations in your country or jurisdiction. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of the country/jurisdiction from which you may access the Platform.

#### **15. Limitation of Liability**

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION); AND (II) ANY DAMAGES ARISING FROM ANY PLATFORM RISKS, ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF 8SIAN NFTS, OR ENHANCEMENTS, OR CRYPTOCURRENCIES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).
- B. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE OWNERSHIP OF THE 8SIAN NFTS AND/OR ENHANCEMENT, EXCEED THE AMOUNT OF THE INITIAL PURCHASE PRICE THAT YOU PAID ON OUR PLATFORM FOR THE RELEVANT 8SIAN NFT(S) AND/OR ENHANCEMENT(S) THAT IS/ARE THE SUBJECT OF THE CLAIM.

#### **16. Release**

- A. To the maximum extent permitted by applicable law, you hereby release and waive all claims against the Company and its affiliates, licensors, suppliers and sponsors, and each of their

respective directors, officers, agents, contractors, partners, advisors, employees, licensors, content creators, voiceover talent, and suppliers from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Platform or Services or purchase of an 8SIAN NFT or Enhancement, as applicable.

- B. To the extent that you do have any claims against the Company, you agree that: (1) any and all disputes, claims and causes of action against us arising out of or connected with your use of the Platform or Services shall be resolved individually, without resort to any form of class action; and (2) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

#### **17. Indemnification**

You agree to indemnify and hold the Company, its affiliates, licensors, suppliers and sponsors, and each of their directors, officers, employees and agents harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of (i) your breach of these terms; (ii) your violation of laws, rules or regulations; (iii) your violation of any intellectual property right or other rights of another party; and (iv) your misuse of the Platform or Services. The foregoing defence and indemnification obligation will survive these Terms and your use of the Services or purchase of an 8SIAN NFT or Enhancement, as applicable. You acknowledge and agree that we may, at our option, control the defence or settlement of any such claims.

#### **18. Termination**

We reserve the right, in our sole and exclusive discretion, to refuse, suspend, restrict or terminate your access to the Platform or Services, or any portion thereof, without notice and for any reason or no reason. You acknowledge that we have the right, but not the obligation, to suspend or terminate your access to all or part of the Platform or Services: at the request of law enforcement or other government agencies; if the Platform or Services are discontinued or materially modified; upon the occurrence of any technical or security issues or problems; if you engage in any conduct that we believe, in our sole and exclusive discretion, violates any provision of these Terms or other incorporated agreements or guidelines or violates the rights of the Company or third parties; or upon any breach by you of these Terms.

#### **19. Disputes; Governing Law; Choice Of Forum**

- A. These Terms shall be governed by and construed in accordance with the Law of Malaysia. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the Malaysian courts.
- B. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

#### **20. Miscellaneous**

- A. If any provision of these Terms is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- B. These Terms represent the entire agreement between you and the Company relating to your right to access and use the Platform or Services, and supersede any and all prior or written or oral agreements between you and the Company with respect to such subject matter.

- C. No waiver by the Company of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by the Company must be in writing and signed by an authorised representative.
- D. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of the Company. These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights.
- E. Thank you for using our Platform and Services. If you have any questions regarding these Terms, the Platform, or the Services, please contact us by email at [hello@8SIAN.io](mailto:hello@8SIAN.io).

These Terms were last updated on 17 August 2022.