

NFT AUCTION PLATFORM TERMS AND CONDITIONS

Effective: 1st October 2021

Introduction

1. Welcome to the NFT Auction Platform (“**Platform**”), which is owned, licensed and/or operated by the Blockchain Association Singapore Ltd. (“**BAS**”), Mars World Panda Pte. Ltd., and/or our affiliates (“**we**,” “**us**” or “**our**”). These Terms and Conditions (these “**Terms**”) govern your access to and use of our Platform, and include without limitation, the terms of sale of the NFTs (as defined below) on the Platform, the rules of any auctions (“**Auction**”) conducted on the platform, the privacy policy relating to the Platform, and/or the terms of use of the Platform. The services provided via the Platform include without limitation, the purchase and sale of NFTs, and software provided on or in connection with those services (collectively, the “**Service**”).
 2. This Service also allows you to purchase NFTs via auction (“**Auction**”). “**NFTs**” refers to non-fungible tokens, implemented on the Polygon (MATIC) blockchain using smart contracts.
 3. By submitting an application for an account, using our Service and/or purchasing NFTs, you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Service or purchase the NFTs.
 4. We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, including but not limited to by sending an email notification, providing notice through the Service and/or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of and agree to comply with the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.
- A. Account Registration and Know Your Client (“KYC”)/ Anti-Money Laundering (“AML”) Checks**
5. If you wish to participate in an Auction for NFTs, you will need to register for an account on the Service (“**Account**”) and provide details for verification purposes, as part of our KYC/AML checks.
 6. By creating an Account, you agree to:
 - (a) provide accurate, current and complete Account information about yourself;
 - (b) maintain and promptly update from time to time as necessary your Account information;
 - (c) maintain the security of your password and accept all risks of unauthorised access to your Account and the information you provide to us; and
 - (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your Account.
 7. We will block multiple accounts of the same user. In that regard, you agree that you will not:
 - (a) create multiple accounts;
 - (b) create another account if we had disabled your account unless you obtain prior written consent from us;
 - (c) buy, sell, rent or lease access to your Account or username;
 - (d) share your Account password with anyone; or

- (e) log in or try to log in to access the Service through unauthorised third-party applications or other unauthorised means
8. For the purposes of Account registration and KYC/AML checks, you agree to provide the following information:
- (a) Name;
 - (b) Passport or Identification (ID) number;
 - (c) Issuing Country of Passport or Identification (ID) Card;
 - (d) Address;
 - (e) Photo of your Identification Card;
 - (f) Date of Birth;
 - (g) Gender;
 - (h) Country of Residence;
 - (i) Phone number
9. You also agree to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws relating to AML and for countering the financing of terrorism ("**CFT**"). In particular, you agree to provide additional information and documents in cases where we have reasons to believe that:
- (a) your Account is being used for money laundering or for any other illegal activity;
 - (b) you have concealed or reported false identification information and other details; and/ or
 - (c) transactions effected via your Account were effected in breach of these Terms.
10. Without prejudice to our remedies and rights under these Terms and general law, we may, reject the registration of your Account, suspend or cancel your Account or your Auction transactions, with immediate effect, in our sole and absolute discretion and without giving further reasons.
11. You represent and warrant that any information you provide for the purposes of KYC/AML checks or CFT purposes, including any information provided pursuant to Clauses 8 and 9 are true, accurate and complete.
12. By creating an Account, you consent to receive electronic communications from us (e.g., via email or by posting notices to the Service). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree to receive promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information that we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
13. By submitting personal data through our Site or Services, you agree to the terms of our Privacy & Data Protection Policy located at "<https://singaporeblockchain.org/data-protection-policy/>" ("**Privacy Policy**") and you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.
14. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection, that you incur when accessing the Service.

15. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by us or a third party that are subject to separate licence terms, in which case those licence terms will govern such software components.

B. Digital Wallets

16. You may only participate in the Auction by linking your digital wallets on supported bridge extensions such as MetaMask (<https://metamask.io/>) and Trust Wallet (<https://trustwallet.com/>). MetaMask and Trust Wallet are electronic wallets, which allow you to purchase, store, and engage in transactions involving the NFTs.
17. All transactions initiated through our service are facilitated and run by third-party electronic wallet extensions, and by using our Service you agree that you are governed by the terms of service and privacy policy for the applicable extensions.

C. Sale and Purchase of NFTs; Payment Terms

18. When you successfully register for an Account, you will be provided with one million digital tokens called "Hearts" ("**Tokens**"). The Tokens are not intended to have any intrinsic value outside of the Platform, and are intended to facilitate the placing of bids at the Auction. Bids at the Auction are priced in terms of Tokens, at the following rate: 1 Token is equivalent to SGD1.
19. By placing a bid to purchase an NFT through the Platform, you agree that you are submitting a legally binding, irrevocable offer to purchase such NFT in the event that the bid is successful.
20. In the event your bid is successful, subject to these Terms, including but not limited to Clause 22, BAS shall sell and you shall purchase, with effect from the last day of the Auction, the relevant NFT(s) for which your bid was successful.
21. We may charge from time to time certain fees, commissions and other charges, including but not limited to fees for the use of the Service or "gas" fees (i.e., fees paid to the blockchain miners in the native cryptocurrency of the blockchain as consideration for processing transactions on the blockchain).
22. All amounts payable in respect of the NFTs shall be paid in the manner determined in the sole discretion of BAS, and shall not be refundable. BAS shall not be obliged to accept the offer and complete the sale and purchase of any of the NFT(s) until we confirm that we have received full payment for such NFT(s).

D. Ownership of the Intellectual Property Rights in respect of the NFTs

23. Upon completion of the sale and purchase of the NFT(s) pursuant to section C above, you will become the owner of the relevant NFT(s) ("**Purchased NFT**") and have full title to the Purchased NFT.
24. Notwithstanding Clause 23, and subject to any licences granted to you under these Terms, you acknowledge and agree that the creator ("**Content Owner**") of the digital artwork, physical artwork or physical items in relation to the NFT ("**Referenced Content**") owns all legal right, title and interest in and to all intellectual property rights in the Referenced Content ("**Rights**"). The Rights shall remain the Content Owner's exclusive property, and nothing in these Terms shall operate to transfer the Content Owner's Rights to you or any third party.
25. Subject to your continued compliance with these Terms and subject to Clause 24, you have a worldwide, perpetual, non-exclusive, non-transferable, royalty-free licence to use, reproduce, and display the Referenced Content for your Purchased NFT solely for the following purposes:
 - (a) for your own personal, non-commercial use (provided that this sub-clause (a) shall not be applicable in respect of NFTs associated with or representing Referenced Content provided by Singapore Airlines Limited);
 - (b) for selling or transferring the NFTs to a third party;

- (c) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Referenced Content for their Purchased NFTs to ensure that only the actual owner can display the Referenced Content; or
 - (d) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner's rights to display the Referenced Content for their Purchased NFTs to ensure that only the actual owner can display the Referenced Content, and provided that the Referenced Content is no longer visible once the owner of the Purchased NFT leaves the website/application.
26. You agree that you shall not, and shall not permit or cause any third party to do or attempt to do any of the following without SAL's express prior written consent in each case:
- (a) modify the Referenced Content for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes;
 - (b) use the Referenced Content for your Purchased NFTs to advertise, market, or sell any third party product or service;
 - (c) use the Referenced Content for your Purchased NFTs in connection with images, videos, or other forms of media that infringe upon the rights of others;
 - (d) use the Referenced Content for your Purchased NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is for your own personal, non-commercial use;
 - (e) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialise merchandise that includes, contains, or consists of the Referenced Content for your Purchased NFTs;
 - (f) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Referenced Content for your Purchased NFTs;
 - (g) otherwise utilise the Referenced Content for your Purchased NFTs for your or any third party's commercial benefit.
27. To the extent that Referenced Content associated with your Purchased NFTs contains third party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognised in any country or jurisdiction in the world ("**Third Party IP**"), you acknowledge and agree that:
- (a) you will not have the right to use such Third Party IP in any way except as incorporated in the Referenced Content, and subject to the licence and restrictions contained herein;
 - (b) depending on the nature of the licence granted from the owner of the Third Party IP, the legal owner of the Referenced Content may need to pass through additional restrictions on your ability to use the Referenced Content; and
 - (c) to the extent that SAL informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this licence.
28. The restrictions set out in Clauses 26 and 27 will survive the expiration or termination of this licence granted pursuant to Clause 25.
29. The licence granted pursuant to Clause 25 applies only to the extent that you continue to retain ownership of the applicable Purchased NFT. If at any time you sell, trade, donate, give away, or otherwise your Purchased NFT to a third party, the licence granted to you pursuant to Clause 25 shall immediately be deemed to be transferred to such third party without the requirement for notice or

consent, and you shall have no further rights in or to the Art. If you destroy or otherwise dispose the purchased NFT for any reason, the licence granted to you shall immediately expire without the requirement for notice.

E. Transfer of Physical Artwork and/or Physical Items

30. Where the Referenced Content comprise of physical artwork or items, and requires the redemption, delivery and/or transfer of such physical artwork or items to the NFT Holder(s), the Content Owner shall be solely responsible for such redemption, delivery and/or transfer, and shall be responsible to pay all associated costs for such redemption, delivery and/or transfer, unless as otherwise agreed.
31. You agree that the terms and conditions for the redemption, delivery and/or transfer of the relevant Referenced Content shall be exclusively between you and the relevant Content Owner, and we shall not be a party to such agreements. In addition, we do not guarantee the interpretation or enforceability of such terms. You agree to hold us harmless and free from all liabilities, loss, damages and costs arising from any defect or non-conformity of the goods redeemed.
32. We make no representation or warranty on the description, condition, quality, fitness or suitability for any purpose of the physical artwork or items redeemed, whether implied or express, under the Consumer Protection (Fair Trading) Act (Cap. 52A), Sale of Goods Act (Cap. 393), Supply of Goods Act (Cap. 394), Hire Purchase Act (Cap. 125) or any other written law or common law.

F. Tax

33. Notwithstanding that the funds raised through this Auction is for a charitable cause, you will not be eligible for any tax deductions or other tax benefits in respect of your Purchased NFTs.

G. Ownership of our Intellectual Property Rights

34. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, our logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Content**") remain our exclusive proprietary property or that of our affiliates, licensors or users, as applicable.
35. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by us or a third party that are subject to separate licence terms, in which case those licence terms will govern such software components.
36. Our logo and any of our product or service names, logos or slogans that may appear on the Service or Service are trade marks belonging to us and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilising our name, trade mark or product or service name without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute our service mark, trade mark or trade dress and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trade marks, product names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trade mark holder. Reference to any products, services, processes or other information by name, trade mark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.
37. All intellectual property currently owned by us shall remain our exclusive property, and nothing in these Terms shall operate to transfer our intellectual property to you or any third party.

H. Licence to Access and Use Our Service and Content

38. You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and personal licence to access and use the Service and Content, provided always that such licence is subject to these Terms and does not include any right to:

- (a) sell, resell or use commercially the Service or Content;

- (b) distribute, publicly perform or publicly display any Content;
- (c) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof;
- (d) use any data mining, robots or similar data gathering or extraction methods;
- (e) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us;
- (f) use the Service or Content other than for their intended purposes;
- (g) the goodwill attaching to the Service or Content; or
- (h) bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the rights in the Service or Content, whether occurring before, on, or after the effective date of these Terms.

I. Third Party Services

- 39. The Service may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**").
- 40. When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Service and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications and are not under our control.
- 41. We are not responsible for any Third-Party Websites or Third-Party Applications. We provide these links to Third-Party Websites and Third-Party Applications only as a convenience and we do not review, approve, monitor, endorse, warrant, or make any representations in respect of such Third-Party Websites or Third-Party Applications, or their products or services.
- 42. When you leave our Service, our Terms and policies no longer apply.

J. User Conduct

- 43. You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Service or participating in the Auction.
- 44. You agree that you will abide by these Terms and will not:
 - (a) provide false or misleading information to us;
 - (b) use or attempt to use another user's Account without authorisation from us and such user;
 - (c) create or list counterfeit items;
 - (d) pose as another person or create a misleading username;
 - (e) reveal any personal information about another individual, including another person's name, address, phone number, electronic mail address, credit card information;
 - (f) use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;

- (g) develop, utilise, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- (h) reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Service;
- (i) attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorised to access;
- (j) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- (k) use data collected from our Service to contact individuals, companies, or other persons or entities;
- (l) use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- (m) insert your own or a third party's advertising, branding or other promotional content into the Service, Content, functions, information, materials or products available through our Platform; use, redistribute, republish or exploit such Content or Service for any further commercial or promotional purposes; or otherwise engage in unauthorised or unsolicited advertising or marketing;
- (n) bypass or ignore instructions that control all automated access to the Service;
- (o) use the Service for any illegal or unauthorised purpose, or engage in, encourage or promote any activity that violates these Terms;
- (p) use the Platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Platform, or the Service;
- (q) engage in wash trading or other deceptive or manipulative trading activities;
- (r) place misleading bids or offers;
- (s) spam listings for the purpose of causing a listing to appear at the top of the search results;
- (t) engage in behaviors that have the intention or the effect of artificially increasing view counts, favorites, volume, or other metrics that we might use to sort search results;
- (u) use the Service from a country sanctioned by any government;
- (v) engage in data mining, spidering, "screen scraping," "database scraping," harvesting of catalogue information, e-mail addresses, IP addresses or other contact or personal information, or any other automatic means of obtaining information from or through the Platform or the Service; or
- (w) use the Platform or any Service, Content, functions, information, materials or products available through the Platform in violation of any third party's intellectual property or other proprietary or legal rights.

K. User Information and Copyright

45. You are solely responsible for your use of the Services and for any User Information you provide, including compliance with applicable laws, rules, and regulations. We take no responsibility for the User Information posted or listed via the Services.

46. By submitting, posting or displaying User Information on or through the Services, you grant us a worldwide, non-exclusive, sub-licensable, royalty-free licence to use, copy, modify, and display any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you submit or post on or through the Services or through tools or applications we provide for posting or sharing such content (collectively "**User Information**") for our business purposes, including to provide, promote, and improve the Services.
47. You represent and warrant that:
- (a) you have, or have obtained, all rights, licences, consents, permissions, power and/or authority necessary to grant the rights granted herein including in Clause 46 for any User Information that you submit, post or display on or through the Services;
 - (b) such User Information will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the licence described in Clause 46 above;
 - (c) the use, posting or display of your User Information will not infringe any intellectual property right of any third party or cause us to be in breach of any obligations to a third party;
 - (d) you are the sole legal and beneficial owner of, and own all the rights and interests to the User Information; and
 - (e) there have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the User Information.
48. We reserve the right to remove content including your User Information without prior notice. We will take down works in response to formal infringement claims and will terminate a user's access to the Services if the user is determined to be a repeat infringer.

L. Indemnification

49. Without prejudice against any rights or remedy that we may have, to the fullest extent permitted by applicable law, you agree to indemnify, defend and hold us harmless, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "**Indemnified Parties**"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:
- (a) your use or misuse of the Service, User Information or NFTs;
 - (b) any feedback you provide;
 - (c) your violation of these Terms; and
 - (d) your violation of the rights of a third party, including another user, MetaMask or Trust Wallet.
50. You agree to promptly notify us of any third party Claims and cooperate with the Indemnified Parties in defending such Claims.
51. You further agree that the Indemnified Parties shall have control of the defence or settlement of any third party Claims.

52. For the avoidance of doubt, this indemnity is in addition to, and not in lieu of any other indemnities set forth in a written agreement between you and us.

M. Representations and Warranties of the User

53. You represent and warrant that:

- (a) If you are an individual, you are of legal age in the jurisdiction in which you reside (and in any event is older than eighteen years of age) and is of sound mind. If you are acting on behalf of an entity, you represent and warrant that the entity is duly organised, validly existing and in good standing under the laws of the jurisdiction in which it is organised, and has all requisite power and authority for an entity of its type to carry on its business.
- (b) You have all requisite capacity, power and authority to accept the terms and conditions of these Terms and to carry out and perform your obligations under these Terms. These Terms constitute legal, valid and binding obligations enforceable against you in accordance with these terms.
- (c) These Term and buying, selling, holding, using or receiving the NFTs do not constitute, and would not reasonably be expected to result in a breach of any applicable law, contract or, where you represent an entity, the constitutional documents of that entity, to which you are a party or by which you are bound.
- (d) You comply with all applicable laws that relate to anti-money laundering and countering the financing of terrorism, including but not limited to the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Chapter 65A of Singapore), the Terrorism (Suppression of Financing) Act (Chapter 325 of Singapore) and the United Nations Act (Chapter 339 of Singapore).

N. Disclaimers

54. The Service, Content contained therein, and NFTs listed therein are provided on an “as is” and “as available” basis without warranties or conditions of any kind, either express or implied.

55. We make no representations or warranty regarding the Service or Content. In particular and without prejudice to the generality of the foregoing, We make no representations or warranty that the Service or Content:

- (a) will meet your requirements;
- (b) will be available on an uninterrupted, timely, secure, or error-free basis; or
- (c) will be accurate, reliable, complete, current, legal, error-free or safe.

56. We do not represent or warrant, and have not conducted any independent investigations on, the authenticity, originality, uniqueness, marketability, legality or value of any NFT created or sold on the Platform.

57. We disclaim all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement as to the Service and Content contained therein.

58. We will not be liable for any loss of any kind from any action taken in reliance on material or information, contained on the Service. While we attempt to make your access to and use of the Service and Content safe, we cannot and do not represent or warrant that the Service, Content, and any NFTs listed on our Service or our servers are free of viruses or other harmful components. You accept the inherent security risks of providing information and dealing online over the internet and will not hold us responsible for any breach of security unless it is due to our gross negligence.

59. We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of NFTs, including but not limited to any losses, damages or claims arising from:
- (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped addresses;
 - (b) server failure or data loss;
 - (c) corrupted wallet files;
 - (d) unauthorised access to applications;
 - (e) any unauthorised third party activities, including without limitation the use of viruses, phishing, bruteforcing or other means of attack against the Service, Content or NFTs;
 - (f) the transfer of title or ownership of the Purchased NFTs; or
 - (g) disputes or any issues regarding the ownership of the intellectual property rights in such NFTs and/or Purchased NFTs.
60. We do not guarantee we or any Indemnified Party can effect the transfer of title or right, including but not limited to the intellectual property rights, in any NFTs.
61. We are not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the NFTs.
62. We are not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting NFTs including forks, technical node issues or any other issues having fund losses as a result.
63. Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.
64. This platform may include information and materials uploaded by other users of the platform, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our platform do not represent our views or values.

O. Assumption of Risk

65. By using our Service, you accept and acknowledge:
- (a) The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs, which may also be subject to significant price volatility. We cannot guarantee that any of your NFTs will retain its value.
 - (b) You are solely responsible for determining what, if any, taxes apply to your NFT transactions. We are not responsible for determining the taxes that apply to NFT transactions and will not be responsible for applying for any tax deductions in respect of the NFTs and the Auction. You shall be responsible for all taxes (if any) that are applicable to the transfer of NFTs.
 - (c) Our Service does not store, send, or receive NFTs. This is because NFTs exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of NFTs occurs within the supporting blockchain and not on this Service. You understand and agree that we do not accept or take custody, possession or control over the Referenced Content, NFTs, cryptocurrencies or other assets you hold and we owe no responsibility over the foregoing.

- (d) 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 unauthorised access to information stored within your wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the NFTs, however caused.
- (e) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of NFTs.
- (f) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Auction and/or Service and the utility and/or value of NFTs.
- (g) The Service will rely on third-party platforms or software such as MetaMask and Trust Wallet, or third-party data hosting websites, to perform the transactions for the Auction of NFTs, and/or to store or display certain Referenced Content. If (i) we are unable to maintain a good relationship with such platform/software providers; (ii) the terms and conditions or pricing of such platform/software providers change; (iii) we violate or cannot comply with the terms and conditions of such platforms/software; or (iv) any of such platforms/software loses market share or falls out of favour or is unavailable for a prolonged period of time, access to and use of the Service will suffer. We do not guarantee the continued operation of such third-party platforms or software.
- (h) There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. We reserve the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on our platform. Under no circumstances shall the inability to view your assets on our platform serve as grounds for a claim against us.
- (i) You are knowledgeable, experienced and sophisticated in using and evaluating blockchain and related technologies and assets, including NFTs and “smart contracts” (bytecode deployed to blockchain). You have conducted your own thorough independent investigation and analysis of the Platform, NFTs and the other matters contemplated by these Terms, and have not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of us in connection therewith, except as expressly set forth by us in these Terms.
- (j) You understand and agree that the NFTs do not: (a) represent or constitute a loan or a contribution of capital to, or other investment in us or the Content Owner; (b) provide you with any ownership or equity interest, security, voting rights, benefits, revenues or profits, or any other right to or interest whatsoever in us or the Content Owner; and (c) entitle you to the benefits of any fiduciary or other agency relationship between us, the Content Owner or any of our directors, officers, employees, agents or affiliates, on the one hand, and you, on the other hand.

P. Limitation of Liability

66. To the fullest extent permitted by law, in no event will we be liable to you or any third party for any loss of profit or any indirect, consequential, exemplary, incidental, special or punitive damages arising from these Terms, the Service, products or third party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if we have been advised of the possibility of such damages.

67. Access to, and use of, the Services, products or third party sites and products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom.
68. Notwithstanding in the foregoing, in no event shall our maximum aggregate liability arising out of or in any way related to these Terms, the access to and use of the Service, Content, NFTs, or any products or services purchased on the Service exceed SGD100.
69. The foregoing limitations of liability shall not apply to our liability for:
- (a) death or personal injury caused by our negligence; or
 - (b) any injury caused by our fraud or fraudulent misrepresentation.

Q. Modification of Service

70. We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services, (or any features or parts thereof) or the Auction at any time without prior notice, and without liability therefore.

R. Privacy Policy

71. Please refer to our [Privacy Policy] for information about how we collect, use and share personal information about you.

S. Governing Law; Dispute Resolution

72. These Terms, your access to and use of the Service and Content, and your participation in the Auction shall be governed by and construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles of Singapore, or any other jurisdiction that would cause the application of the laws of any other jurisdiction.
73. Any dispute arising out of or in connection with these Terms (including any question regarding its existence, validity or termination), your access to and use of the Service and Content, shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause 73. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator to be appointed by the SIAC. The language of the arbitration shall be English.

T. Termination

74. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

U. Severability

75. All the provisions of these Terms shall be considered as separate terms and conditions and in the event that these Terms is affected by any legislation or any amendments thereto, or if the provisions herein contained are held to be illegal, invalid, prohibited or unenforceable, any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and all other provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provisions were not a part hereof.

V. Survival

76. Sections 0 to G, K to P, S to U and W will survive the expiration or termination of these Terms and the termination of your Account.

W. Miscellaneous

77. These Terms constitute the entire agreement between you and us with regard to your access to and use of the Services and Content, and your participation in the Auction, and supersedes all prior and contemporaneous understandings, inducements or conditions, express or implied, written or oral in respect thereof.

78. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you without our prior written consent.

79. No failure or delay by us in exercising any of our rights under these Terms shall operate as a waiver, nor shall any single or partial exercise preclude any further exercise of such rights.

80. The provisions of the Contract (Rights of Third Parties) Act, Cap. 53B, of Singapore shall not under any circumstances apply to these Terms and any third party (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contract (Rights of Third Parties) Act to enforce these Terms.

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