

MEMOTICS TERMS OF USE

Hi there! Welcome to Memotics! 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.

These terms and conditions of use (the “**Terms**”) shall apply to your access and use of the Memotics website (<https://www.memotics.io/>) (the “**Website**”), and any of the services provided therein. These Terms consist of the following:

- (a) Part I – General Terms of Access and Use (“**General Terms**”); and
- (b) Part II –Transaction Terms (“**Transaction Terms**”).

Part I – General Terms of Access

1. **General**

- A. These General Terms governs your access and use of the Website that is owned and managed by the Memotics Project (referred to as “**Memotics**”, “**we**”, “**us**” or “**our**”) and any features, functions, services, products, rewards, offers, Digital Content (as defined below), materials, or information that we make available on or through the Website (collectively the “**Services**”), in existence now or in the future.
- B. In these Terms, “**User**”, “**you**”, “**your**”, or “**yours**” mean an end user of the Website and Services. Together, you and us are referred to herein as “**Parties**”. These Terms will form a binding legal contract between you and us.
- C. In the future, we may change these Terms by publishing the amended Terms on our Website. 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 Services.
- D. BY USING THE WEBSITE 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 WEBSITE AND SERVICES. Any breach of these Term immediately terminates your right to access and use the Website and Services and all rights and licenses granted to you by these Terms.

2. **Usage of the Website**

- A. You may use the Website to conduct the following activities (each a “**Transaction**”):
 - (i) view and access information on the Memotics Project, and various non-fungible tokens (“**NFTs**”) created by Memotics (each a “**Memotics NFT**”);
 - (ii) access the Ries Store (which is subject to a separate set of terms and conditions;
 - (iii) purchase, redeem or mint a Memotics NFT; and/or
 - (iv) access, retrieve and collect your Memotics NFT (where such Memotics NFT are stored by us).
- B. Additionally, you may use the Website to:
 - (v) sign up for, and/or participate in various activities and/or events; and/or
 - (vi) obtain certain benefits, utility, goods and/or services, made available, provided and/or organized by us and/or our partnering third party suppliers and/or merchants (“**Partners**”)
- C. You acknowledge and agree that certain information, including your digital wallet address, social media profiles and/or accounts, and the transactions you conduct through that digital wallet

address or social media profile, may be publicly available and viewable on the Blockchain (as defined below). Memotics NFTs 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 Website 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 Website, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.
- E. We retain the right at our sole discretion to:
 - (i) deny access to anyone to the Website and the Services, at any time without notice and for any reason, including, but not limited to, for violation of these Terms;
 - (ii) automatically update the Website and its components, add, vary or remove functionalities, features or the services available therein (or any part thereof) (collectively, "**Website Functions**"), vary or impose access restrictions, resource limits or fees or suspend or terminate Website Functions; and/or
 - (iii) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities, and in any such event, you agree that no claims shall lie against Memotics in connection therewith.

3. Access Credentials

- A. You do not have to create an account in order to use or access the Website and the Services. However, in order to access certain Services, including accessing certain features on our Website (for example, in order to mint, purchase, or redeem Memotics NFT, view the Memotics NFTs that you own and/or to perform transactions), you may be required to link or connect a digital wallet (such as your Metamask wallet), create a user account and/or social media profile (such as a Discord profile) owned by you to our Services (the "**Access Credentials**"). The Access Credentials that we support are listed on our Website. Connecting your Access Credentials to our Services allows you to, among other things, conduct the activities set out in Clause 2.A and 2.B above. Your use of any Access Credentials, including those we support, is at your own risk and subject to their terms and conditions of the provider of the relevant Access Credentials.
- B. You are responsible for all use of your Access Credentials and for any actions that take place using your Access Credentials, whether by you or by another person. You are solely responsible for keeping your Access Credentials confidential and secure.
- C. You hereby acknowledge and agree that you will be solely liable and responsible for any activities and transactions made under, or purported to be made under, your Access Credentials (including without limitation, where such activities and/or transactions are unauthorised or erroneous). Hence, Memotics shall be entitled (but not obliged) to act upon, rely on and/or hold you solely responsible and liable for any instructions issued, and/or activities or transactions made, under your Access Credentials, as if the same were made by you. You agree that you will not hold us responsible or liable, in any way whatsoever, for any losses, damages, settlement sums, costs (including legal fees and expenses on a solicitor client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not (collectively, "**Losses**") suffered or incurred by you or any third party if there is any unauthorised use of the Services under your Access Credentials.
- D. If any transactions or activities made under your Access Credentials shows signs of fraud, abuse, or suspicious activity:
 - (i) we may cancel any transactions and/or activities associated with your Access Credentials; and
 - (ii) we may also deny access to the Website and Services by such Access Credentials or revoke the same.
- E. If you have conducted any fraudulent activity, or are suspected of having engaged in such activity, we shall have the right to each take any necessary legal action as they may respectively see fit, and you may be liable for Losses to Memotics, including for our respective litigation costs and damages.

4. Information on our NFTs and the Blockchain

- A. Each Memotics NFT links to, is associated with, and identifies a unique “Memotics” digital artwork (each, an “**Artwork**”). Each Artwork is uniquely linked to and associated with a corresponding Memotics NFT. We will not mint multiple NFTs of the specific Artwork you purchased, but we may mint NFTs of different variations or derivatives of your Memotics NFT. Each Memotics NFT is unique.
- B. Memotics 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. Memotics NFTs are recorded on the Blockchain, and we use smart contracts to allow you to send and receive such 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. Your Memotics NFT, or any Enhancement thereto, 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.

5. 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 Memotics 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 6 will apply. Any announcements related to your Memotics NFT, including any Enhancements, will be made subject to Section 9 below.

6. Purchasing, Selling or Otherwise Dealing with Your NFT(s)

Transactions on our Website

- A. At selected times determined by us, we will make Memotics NFTs available for purchase through our Website. The price for each Memotics 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 Memotics NFTs are available at our discretion.
- B. If your Memotics NFT is purchased, minted or made available through our Website, your Memotics NFT will be either (i) minted directly into your wallet; or (ii) stored by us until such time that you retrieve it.

Transactions on Secondary Marketplaces

- C. Alternatively, Memotics NFTs 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**”). Memotics 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 our Memotics NFTs. You acknowledge and agree that all

Memotics 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 a Memotics 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 6.F and 6.G below, you acknowledge and agree that we are not a party to any agreement or transaction involving a Memotics NFT or Enhancement on any Secondary Marketplace, even if it was initially purchased 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 a Memotics NFT or Enhancement to another party (the “**Recipient**”), your ownership and usage of the Memotics 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 Memotics 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.
- H. All Transactions are subject to the terms and conditions set out in Part II – Transaction Terms below. Further, additional terms and conditions of the Partners may apply to your Transactions. Please read the Transaction Terms, and such additional terms and conditions carefully and by proceeding to make any Transactions, you shall be bound by the Transaction Terms and such additional terms and conditions.

7. Third-Party Terms

- A. These Terms only relate to your use of the Website and/or Services, and do not relate to any other website or Internet-based services, including other marketplaces, exchanges, 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.

8. Privacy Policy

- A. In the course of your access or use of the Website and/or Services, Memotics may be required to collect, use, disclose and/or process data (including without limitation, personal data) belonging to you, or that may relate to a third party individual and which is provided by you (collectively, “**Your Data**”). In this regard, Your Data will be collected and processed by Memotics in accordance with Memotics’s privacy policy which can be found on or through the Website (the “**Privacy Policy**”). Please refer to the Privacy Policy for more details.
- B. By accessing and using any part of the Website and/or the Services, you hereby acknowledge that you have read and understood the Privacy Policy, and that you agree to the terms of the

Privacy Policy as may be amended from time to time. The Privacy Policy forms part of these Terms.

9. Announcements and Important Information

- A. We may, from time to time, make certain announcements regarding Memotics, the Memotics NFTs and the Website and/or Services, 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.gg/memotics>), (ii) our Twitter account (<https://twitter.com/MemoticsNFT>) 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.

10. Restrictions

- A. The Digital Content and information available on the Website (including, but not limited to, price and availability of goods and services), as well as the infrastructure used to provide such Digital Content and information, is proprietary to Memotics (for example, the Ries and/or Memotics logo, name, trade marks or service marks (the “**Memotics Trademarks**”), the Website and the software contained therein), and/or their respective suppliers and providers. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any Digital Content, information, software, products, or services obtained from or through the Website.
- B. Additionally, you agree and undertake not to (and shall not, knowingly or otherwise, authorise, allow or assist any third party to):
- (i) infringe the intellectual property rights of Memotics, or those of any third party;
 - (ii) use the Website, the Services and/or the Digital Content for any commercial or unlawful purpose;
 - (iii) access, monitor or copy any content or information of the Website using any automated process or service (such as robot, spider, scraper or other automated means) or any manual process for any purpose without our express written permission;
 - (iv) provide access to the Website and/or the Services on another website or server, for example through framing, mirroring, linking, or otherwise incorporating any part of the Website into any other website, spidering, scraping or any other technological means (including any technology available now or in the future), without our prior written permission;
 - (v) decompile, reverse engineer or otherwise attempt to discover the source code of the Website or any components thereof, except under any specific circumstances expressly permitted by law or by us in writing;
 - (vi) use the Website and/or Services in a way that could damage, disable, impair or compromise the Website and/or the Services (or the systems or security of the Website and/or the Services or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Memotics, including taking any action that imposes, or may impose, in Memotics’s discretion, an unreasonable or disproportionately large load on the infrastructure of Memotics;
 - (vii) violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
 - (viii) violate or attempt to violate the security of the Website or any other third-party network or system including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
 - (ix) share with a third party any of your Access Credentials; and/or

- (x) access data not intended for you or log into a server or account which you are not authorized to access.

11. Ownership and Intellectual Property

- A. The Website and Services, including any Memotics Trademarks, Artwork, 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.
- B. You are hereby granted a personal, limited, non-exclusive, non-transferable, non-sublicensable right license (without the right to sublicense) to access and use the Digital Content solely for personal and non-commercial purposes, provided that you keep all copyright or other proprietary notices contained on the Digital Content intact.

What you can do with your NFT

- C. Your purchase of a Memotics 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. However, your purchase of a Memotics NFT and/or Enhancement does not provide any title, rights or interest in or to the Intellectual Property Rights, express or implied, in the Artwork associated with your Memotics NFT and/or Enhancement other than a limited license to use, copy, view, and display such NFT and/or Enhancement and use such NFT pursuant to Clauses 11.D below, and a limited license to view and display any associated Digital Content, for your own personal, non-commercial use and in connection with a proposed sale or transfer of the Memotics NFT and/or Enhancement. For the avoidance of doubt, you do not have the right to distribute, or otherwise commercialize the Artwork associated with your Memotics NFT(s), any Enhancements or any Digital Content without our explicit prior written authorization. Your rights and interest in your Memotics NFT, its associated Artwork, any Enhancements, and any Digital Content provided by these Terms will immediately terminate upon any subsequent sale, transfer, dispossession, burning, or other relinquishment of your relevant Memotics NFT and/or Enhancement.
- D. Additionally, for as long as you are the owner of your Memotics NFT and/or Enhancement, you may use and display the graphical image of the Artwork associated with your Memotics NFT or Enhancement (as applicable) (i) for your own personal, non-commercial use; (ii) 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 Memotics NFT or Enhancement to ensure that only the actual owner can display the same; or (iii) as part of a Third-Party Site or application that permits the inclusion, involvement, or participation of your Memotics NFT or Enhancement, provided that the website/application cryptographically verifies each owner’s ownership and rights to display the relevant Memotics NFT or Enhancement to ensure that only the actual owner can display the same, and provided that the Art is no longer visible once the owner of the relevant Memotics NFT or Enhancement leaves the website/application.

- E. 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.
- F. The Memotics Trademarks, and any third-party marks used and displayed through the Services are trademarks that belong to us or our licensors, affiliates or sponsors, and may not be used by you other than to factually describe your Memotics NFT or Enhancement when listing it for sale or distribution or for non-commercial purposes.
- G. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Website 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 the Memotics brand and/or Memotics.
- H. Memotics shall not at any time be obliged to provide any (a) adaptations, enhancements and/or modifications to, or (b) maintenance or support for, the Website and/or the Services, including without limitation any updates, patches, bug-fixes and/or upgrades to the Website and/or Services or any new versions and/or releases of the Website and/or Services which incorporate new features or functions.
- I. You may not under any circumstances: (i) copy, sell, resell, assign, licence, distribute, transmit, publicly display, rent, lease, lend, export, offer on a “pay-per-use” basis, publish or otherwise reproduce the Website, the Services or any part thereof in any form by any means; (ii) adapt, modify, decompile, disassemble, localise, port and/or reverse engineer the Website, the Services or any part thereof; (iii) remove, obscure or destroy any copyright, trade secret, proprietary or confidential legends or marking of Memotics or any other third party placed upon or contained within the Website; (iv) prepare or develop derivative works based on the Website; and/or (v) use the Website for any purpose other than those permitted under these Terms. Any breach of the aforesaid restrictions shall result in immediate and automatic termination of all rights and licence granted hereunder. The use restrictions set out herein shall survive the termination of these Terms.
- J. Memotics may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Website, the Services and any features offered in connection therewith, and they shall not be respectively liable to you for any losses or damage suffered by you arising from any such upgrade, modification, suspension or alteration.
- K. You may choose to submit comments, bug reports, ideas or other feedback about the Website, including, without limitation, about how to improve the Website 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.

12. Restrictions on Use of Digital Content and Memotics NFTs

- 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 Memotics NFTs, Enhancements or Digital Content in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes;
 - (ii) use any Memotics NFTs, Enhancements or Digital Content to advertise, market, or sell any third-party product or service;

- (iii) use any Memotics NFTs, Enhancements or Digital Content 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 Memotics NFTs, Enhancements or Digital Content in a manner that is abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language or otherwise objectionable, or in any manner that denigrates, disparages or discredits Memotics or E-Memotics;
- (v) use any Memotics NFTs, Enhancements or Digital Content 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 Memotics NFTs, Enhancements or Digital Content other than as permitted under Section 11 above;
- (vii) attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to any Memotics NFTs, Enhancements or Digital Content; or
- (viii) otherwise utilize any Memotics NFTs, Enhancements or Digital Content for your or any third party's commercial benefit other than as permitted under Section 11 above.

13. Acknowledgments and Assumptions of Risk

- A. 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 holding and using Ries and/or the Memotics NFTs.
- B. You acknowledge that we may not provide any application or other service to receive, access, view, utilize or display your Memotics NFTs, and/or Ries, 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, store and/or view your Memotics NFTs and/or Ries, 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 Memotics NFTs and/or Ries to others (where permitted to do so expressly by these Terms) rests entirely with you. If your private key(s) or other access credentials are lost or compromised, you may lose access to your Memotics NFTs and/or Ries. We are not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.
- C. 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 holding and use of the Memotics NFTs and/or Ries complies with applicable laws and regulations in your jurisdiction.
- D. We are not responsible if your Memotics NFTs, Ries, or any Digital Content becomes inaccessible to you for any reason, or for any modifications or changes to your Memotics NFTs, Ries or any Digital Content including any deletion, removal, or inaccessibility on our Website 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.
- E. 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 Memotics NFTs and/or Ries, 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 Memotics NFTs and/or Ries. Memotics NFTs and/or Ries, have no inherent or intrinsic value. Any value of Memotics NFTs and/or Ries is inherently subjective and are subject to factors occurring outside of Memotics's control which may materially impact the value and desirability of any particular Memotics NFTs and/or Ries.

- (ii) There may not be any further utility or benefit that accrues from owning any Memotics NFTs and/or Ries, 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) Where we store Memotics NFTs on your behalf, we may utilise a digital wallet provided by a third-party service provider, and such digital wallets may be susceptible to fraud, theft, hacking, security breaches, unauthorised access to the digital wallet or similar incidents which are beyond our control. For avoidance of doubt, your Memotics NFTs exist only by virtue of the ownership record maintained on the Blockchain. Any transfer of Memotics NFTs occurs within the Blockchain and not on the Service or Website.
- (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 (or in the case where the Memotics NFTs are stored by us on your behalf, the digital wallet that we used to store such Memotics NFT).
- (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 Website or Services, and therefore the potential utility or value of your Memotics NFTs and/or Ries.
- (vi) The purchase or provision of any Memotics NFTs and/or Ries is not a sale or provision of any share, investment, derivatives or securities-based product.
- (vii) The purchase and/or possession of any Memotics NFTs and/or Ries 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 Memotics Project or Memotics for any purpose, nor will anything contained herein be construed to confer on you, as such, any of the rights of a member of Memotics 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 Memotics 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 Website and/or the Services.

14. Additional Terms

- B. In addition to these Terms, the use of specific aspects of the Website and/or Services or more comprehensive or updated versions of the Website and/or Services may be subject to additional terms and conditions ("**Additional Terms**"), which will apply in full force and effect.
- C. Memotics reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively "**New Features**") to the Website and/or the Services. New Features shall include all new products, applications, programmes, services, functions and/or features which are provided through the Website at no charge or fee unless otherwise indicated.
- D. All New Features shall be governed by these Terms and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Features are provided, and shall be deemed to have agreed to upon use of such New Features. In the event of any inconsistency between these Terms of Use and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the product, application, programme, service, function or feature in question unless otherwise provided.

15. Your Warranties

- A. You agree that you are responsible for your own conduct while accessing or using the Website and Services, and for any consequences thereof. You agree to use the Website and Services 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 15.A above, you warrant and agree that your use of the Website 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 Website or Services any content that infringes the intellectual proprietary rights of any party;
 - (iv) using the Website 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 Website or Services;
 - (vii) exploiting the Website or Services for any unauthorized commercial purpose;
 - (viii) modifying, adapting, translating, or reverse engineering any portion of the Website or Services;
 - (ix) removing any copyright, trademark or other proprietary rights notices contained in or on the Website or Services or any part of it; or reformatting or framing any portion of the Website or Services;
 - (x) displaying any content on the Website 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 Website or Services, or to collect information about its users for any unauthorized purpose;
 - (xii) accessing or using the Website 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 Website 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 Website 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 Memotics NFTs and/or Rises through inappropriate, fraudulent or illegal means.

16. Copyright Notice and Take-Down Procedure

- A. If you or any user of the Website or Services believes its copyrights have been infringed, the copyright owner ("**Complaining Party**") should send notification to us at hi@memotics.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 Website that infringes the copyrights of others and may disable the access to the Website 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.

17. **General Disclaimers**

- A. MEMOTICS MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE MEMOTICS NFTS, RIES OR DIGITAL CONTENT, OR THE WEBSITE OR SERVICES OR ANY TRANSACTIONS CARRIED VIA THE WEBSITE AND THE SERVICES, OR THE PROVISION AND USE OF ANY GOODS OR SERVICES (INCLUDING ANY ACTIVITIES OR EVENTS) PURSUANT TO ANY TRANSACTION, 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 OR FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. THE MEMOTICS NFTS, RIES, 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 17.A.
- B. Without prejudice to the generality of the foregoing, no warranty is provided by Memotics in respect of:
- (i) the accuracy, timeliness, correctness, currency, reliability, availability, security, adequacy or completeness of the Website;
 - (ii) that the storage of your Memotics NFT by us on your behalf will be secure, or free of and safe from any loss, theft, error, defect, or neglect;
 - (iii) that your use of and/or access to Website, or the operation of Website, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected;
 - (iv) that the Website will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; or
 - (v) that the products, services, materials and information contained on the Website are appropriate or available for use.
- 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 Transactions, 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 Website or Services;
 - (iii) any loss or theft of, or inability to retrieve or access, your Memotics NFT that is stored by us on your behalf;
 - (iv) a failure of any software or device used by you to carry out any Transaction; or
 - (v) for any other failure to execute any Transaction, or for errors or omissions in connection with this activity.
- D. We make no representation that the Website, the Memotics NFTs, RIES 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 Website and/or Services.
- E. The Website may display, publish or make available content that is provided or published by Memotics's Partners (including for example, content provided by third party content aggregation services or information providers) ("**Third-Party Content**"). You agree and acknowledge that:
- (i) Third-Party Content is not provided or published by Memotics, and such content shall be the sole responsibility of the person or entity that makes it available. Memotics is not responsible for such Third-Party Content, and Memotics does not have control over the selection thereof, nor does Memotics routinely monitor such content. Memotics makes no representations or warranties as to the veracity or accuracy of such content, the

reproduction and use of which may be governed by the Third-Party Content provider's terms of use;

- (ii) any use by you of any content submitted by any third party or which is made available through the Website (including Third Party Content) shall be entirely at your own risk. Memotics shall not be liable for any errors or delays in the Website, the Services or any part thereof, or for any actions taken in reliance thereon; and
- (iii) Memotics is under no obligation to monitor or review Third Party Content made available through the Website, and Memotics assumes no responsibility or liability for any Losses arising from or in connection with any such Third-Party Content. Any hyperlink to any other website or webpage (including any websites or webpages owned, operated and maintained by Third Party Providers) is for informational purposes only and for your convenience only and is not an endorsement or verification of such website or webpage and should only be accessed at your own risk.

- F. Any prices and rates posted are subject to change without prior notice and at our absolute discretion or that of the relevant Partners. Memotics assume no responsibility for errors (including factual or other inaccuracies or typographical errors) or omissions (if any) present in the Website.
- G. You acknowledge and agree that Memotics does not warrants the security of any information transmitted by or to you using Website and/or the Services and you hereby accept the risk that any information transmitted or received using the Website and/or Services may be accessed by unauthorised third parties and/or disclosed by any of Memotics, its Partners and by their officers, employees or agents to third parties purporting to be you or purporting to act under your authority. You will not hold any of Memotics, its Partners, or any of their officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.

18. Exclusion and Limitation of Liability

- A. Notwithstanding anything in these Terms, to the maximum extent permitted by law, Memotics shall not, in any event, be liable for any Losses including without limitation, direct, indirect, special, or consequential damage, inconvenience, moral stress, cost and expense or economic loss of any nature (including, without limitation for any act, omission, neglect or wilful default on the part of their respective agents, contractors, correspondents and/or their respective officers and employees), arising from or in connection with:
 - (i) any access, use, or the inability to access or use, or any reliance on, the Website, and/or any Third Party Content, products, services and/or any information available therein;
 - (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, undeliverable messages, problem with your computer (or such other access or electronic device including but not limited to cellular telephones, smart phones and personal digital assistants), computer virus or other malicious, destructive or corrupting code, agent program or macros;
 - (iii) any use of or access to any other website or webpage provided through the Website;
 - (iv) any services, products, information, data, software or other material obtained or downloaded through the Website and/or the Services made available therein or from any other website or webpage provided through the Website or from any other party referred through the Website and/or the Services made available therein, or through the use of Website and/or the Services or reliance on the Website, the Services or the contents thereof;
 - (v) any loss or theft of, or inability to retrieve or access, your Memotics NFT that is stored by us on your behalf;
 - (vi) your use or misuse of the Website and the Services;

- (vii) the unauthorized access by third parties to any of your information that is stored by Memotics and/or provided by you in the course of your access and use of the Website and the Services;
 - (viii) malfunctions and/or errors in the application programming interfaces, computer programmes and/or electronic data interchange interfaces made available to Memotics by a third party; and/or
 - (ix) problems caused by any remedial or preventative measure which may be taken by Memotics in the event of any occurrence of the foregoing.
- B. In no event shall Memotics be liable to you, or any other party for:
- (i) any amounts due from the any Partner and/or other users of the Website or any other third party;
 - (ii) damages arising in connection with your use of and/or access to the Website and/or the Services, by you or other third party;
 - (iii) any indirect, special, economic or consequential damage or loss under these Terms, whether or not Memotics has been informed of such possibilities.
- C. You agree and acknowledge that Memotics shall not be liable for any Losses suffered by you as a result of any delay or failure in the processing of any Transactions made by you.
- D. IN NO EVENT WILL THE AGGREGATE LIABILITY OF MEMOTICS, 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 MEMOTIC NFTS, RIES, OR ANY TRANSACTIONS CARRIED ON THE WEBSITE AND/OR SERVICES, OR THE PROVISION AND USE OF ANY GOODS OR SERVICES (INCLUDING ANY ACTIVITIES OR EVENTS) PURSUANT TO ANY TRANSACTION, EXCEED THE AMOUNT OF THE RELEVANT TRANSACTION THAT IS/ARE THE SUBJECT OF THE CLAIM OR THE SUM OF SGD\$10, WHICHEVER IS LESSER.
- E. Memotics neither endorses nor assumes any responsibility or liability arising in connection with any Transaction, or the products and/or services in respect of which a Transaction is carried out. Transfer of risk and property in purchased products, and matters regarding to delivery, product and/or service warranties (including the conditions and remedies for such warranties), support, refunds, promotions, discounts, cancellations, returns, replacements, exchanges, postponements, transaction amendments, and any other ancillary products or services in relation to such Transactions, products and/or services, shall be governed by and subject to the Transaction Terms, and such other terms and conditions as may be prescribed by Memotics and/or the relevant Partner, which may be indicated on the specific listing or elsewhere on the Website, over which Memotics may not have any control or responsibility over.

19. Release

- A. To the maximum extent permitted by applicable law, you hereby release and waive all claims against Memotics 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 Website or Services or the purchase, redemption and/or use of Memotics NFTs, or any Transactions conducted thereon, as applicable.
- B. To the extent that you do have any claims against Memotics, 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 Website 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.

20. Indemnification

- A. You shall indemnify and hold harmless and keep Memotics indemnified in full against all and any claims, actions, proceedings, and Losses of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by each of Memotics arising from or which is directly or indirectly related to:
- (i) your access to and/or use of the Website and the Services and/or any other person or entity's use of Website and the Services where such person or entity was able to access and/or use the Website and the Services by using your Access Credentials; or
 - (ii) any breach or non-observance of any of these Terms by you or by any other person or entity where such person or entity was able to access and/or use the Website and/or the Services using your Access Credentials.

21. Termination

- A. We reserve the right, in our sole and exclusive discretion, to refuse, suspend, restrict or terminate your access to the Website 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 Website or Services: at the request of law enforcement or other government agencies; if the Website 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 Memotics or third parties; or upon any breach by you of these Terms.
- B. Termination of your rights and/or licences granted under these General Terms for any reason shall not bring to an end Memotics's rights accrued prior to termination, and your obligations under any provisions of these Terms which are meant to survive the termination. Customer Contracts (as defined below) shall also survive the termination of your rights and/or licences granted under these General Terms, in accordance with the relevant provisions of the Customer Contracts.

22. Disputes; Governing Law; Choice Of Forum

- A. These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to any conflict of law provisions, and the obligations, rights and remedies of the Parties herein shall be determined in accordance with such laws.
- B. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in Singapore by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Memotics shall be responsible for their respective attorneys' fees and expenses.

23. Amendments To Terms Of Use

- A. Memotics may impose such further terms and conditions and make such amendments to these Terms as they may in their discretion deem fit from time to time. Such further terms and conditions and/or amendments shall be published on the Website, which you agree shall be sufficient notice for the purpose of this clause. You are encouraged to check the Terms of the Website regularly for any such updates or amendments. If you do not agree to be bound by the amendments, you shall immediately cease all access and/or use of the Website and/or Services.

- B. You further agree that if you continue to use and/or access the Website and/or the Services after the publication of such further terms and conditions and/or amendments to these Terms on the Website, such use and/or access shall constitute an affirmative: (i) acknowledgement by you of these Terms and its amendments; and (ii) agreement by you to abide and be bound by these Terms and its amendments. Memotics's right to vary these Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms.

24. Notice

- A. Subject to Clause 23 above, any notice or other communication in connection with these Terms: (a) may be given personally, by post, facsimile or electronically if sent to the address or facsimile number then most recently notified by the recipient to the sender; (b) if given personally, will be deemed to have been received upon delivery; (c) by post, will be deemed to have been received on the second day following posting; (d) if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and (e) (i) if given by Memotics to you electronically, will be deemed to have been received upon delivery (and a delivery report received by Memotics will be conclusive evidence of delivery even if the communication is not opened by you); and (ii) if given to Memotics electronically, will be deemed to have been received upon being opened by Memotics.

25. 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 Memotics relating to your right to access and use the Website or Services and supersede any and all prior or written or oral agreements between you and Memotics with respect to such subject matter.
- C. No waiver by Memotics 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 Memotics 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 Memotics. 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. Memotics shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in the Website's and/or Services' operation if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures or power supply problems, acts or defaults of any telecommunications network operator or carriers, Internet or network related problems, problems with the services rendered by third party vendors or service providers and the acts or a party for whom Memotics is not responsible for).
- F. Thank you for using our Website and Services. If you have any questions regarding these Terms, the Website, or the Services, please contact us by email at hi@memotics.io.

Part II – Transaction Terms

1. Transactions on the Website

- A. You hereby agree and acknowledge that:
- (i) you may purchase various plans relating to the Memotics Project and Memotics NFT via the Website (each a “**Plan**”);
 - (ii) that except as otherwise indicated, all products, services, activities and/or events offered on the Website are sold/issued by Partners as indicated on the specific listing on the Website as the merchant on record, and not Memotics (each a “**Third-Party Transaction**”);
 - (iii) for Transactions relating to products, services, activities and/or events provided directly by Memotics (as specified on the Website), Memotics shall be the merchant on record; and
 - (iv) any and all Transactions made through the Website and/or the Services are subject to the Transaction Terms, and in the case of Third-Party Transactions may be subject to such further terms and conditions of the Partner (including their respective privacy policies) over which the Company has no control, and that such terms and conditions shall further govern your rights and obligations in relation to such Third-Party Transactions; and
 - (v) your access to and/or use of any products and/or services (including any events and/or activities) provided by Memotics and/or any Partner(s) shall be entirely at your own risk.
- B. You acknowledge that you shall be responsible for ensuring the accuracy of all Transactions made by you and that each Transaction shall be deemed to be irrevocable and non-cancellable (except as may be permitted under the respective cancellation policies of Memotics or the relevant Partner) upon transmission to the Website and Memotics shall be entitled to process such Transaction(s) without any further reference or notice to you.
- C. Upon your Transaction being accepted as communicated to you by or through the Website (whether by automated means or otherwise) by Memotics or the relevant Partner, a contract (“**Customer Contract**”) is formed between you and Memotics or the relevant Partner (as the case may be) in respect of your relevant Transaction.
- D. Depending on the Plan that you obtain, you may get access, either on a limited time basis or permanent (subject to these Terms) basis, to some or all features of the Memotics Project, and/or a Memotics NFT. Where the Plan is provided on a limited time basis, the Plan will expire automatically at the end of the relevant duration without need for further notice, and your access to the Memotics Project will cease automatically upon expiry. If any Memotics NFTs were provided or loaned to you as part of the Plan, they shall be returned automatically, and Memotics reserves the right to claw back the Memotics NFTs.
- E. You agree that Memotics and/or the relevant Partner shall have the right to terminate a Customer Contract with immediate effect in the event that the relevant product, service, activity or event has been mispriced on the Website or for any other reason as determined by Memotics and/or the relevant Partner in their absolute discretion. In the case of a Customer Contract for the sale of products, Memotics and/or the relevant Partner shall have such right to terminate the relevant Customer Contract whether or not the relevant product has been dispatched or are in transit and whether payment has been charged to you.
- F. You acknowledge and warrant that you have not relied on (a) any term, condition, warranty, undertaking, inducement or representation made by or on behalf of Memotics, and/or any Partner(s) which has not been stated expressly in a Customer Contract, or (b) upon any descriptions or illustrations or specifications contained in the Website, and/or any document including any catalogues or publicity material produced by Memotics and/or any Partner(s). You also acknowledge and agree that the exclusion of warranties, exclusion of liability and exclusion of remedies in these Terms (whether contained in the General Terms or these Transaction Terms) and Customer Contracts allocate risks between the parties and permit Memotics and/or its relevant Partner(s) to provide their products and/or services at lower fees or prices or via special arrangements than they could have otherwise provided, and you agree that such exclusions of liability are reasonable.

2. Additional Terms applicable to Third-Party Transactions

- A. Where you make a Third-Party Transaction, the transaction may be processed via the Website, but shall only be deemed as accepted and confirmed upon the Partner's confirmation (which shall be communicated to you via such channels or mediums as the Partner may determine). Upon submitting your request for the Third-Party Transaction, you authorize Memotics to facilitate the transaction on your behalf, including making payment arrangements with relevant Partner.
- B. You hereby acknowledge and agree:
- (i) that the Partner(s) are independent contractors over whom Memotics has no responsibility, and that to the fullest extent permitted by applicable law, Memotics shall not be responsible for any Partner's conduct, performance or non-performance of its obligations to you, or any damage or loss arising from any delays or inability of the relevant Partner to provide you with goods and/or services (including any activities or events that were to be provided by such Partner);
 - (ii) that Memotics does not endorse and is not responsible or liable for any content, advertising, products, services or materials made available to you by any Partner, including without limitation descriptions or statements about products, product listing, and/or services advertised, offered, or otherwise made available by any Partner;
 - (vi) that Memotics does not make (and Memotics expressly disclaims) all warranties and representations in relation to any Partners and their respective products and/or services (including as to the quality, merchantability, state, condition or fitness or the timely delivery of goods and/or services offered, provided or made available by the Partners). You bear the responsibility of satisfying yourself of the fitness, suitability, availability, quality, legality, appropriateness, or any other aspect of the products and/or services of any Partner before conducting any Third-Party Transactions via the Website and the Services; and
 - (vii) that Memotics shall not be liable for (nor responsible to resolve) any dispute arising from or relating to the goods and/or services provided by any Partner to you via any Third-Party Transaction. You shall and hereby fully release and discharge Memotics (and its officers, directors, employees and agents) from any and all Losses suffered by you in connection with any act or omission of any Partner or the products and/or services provided by them;
 - (viii) Memotics shall be under no liability for the following measures and actions taken by you or other third parties and the consequences thereof: improper remedy of defects, alteration of the relevant products and/or services without the prior agreement of Memotics; and
 - (ix) all Customer Contracts relating to Third-Party Transactions entered into directly between you and relevant Partner, and that Memotics is not a party to any such Customer Contract. Accordingly, any and all disputes or matters arising in connection with any Customer Contract relating to Third-Party Transactions shall be resolved directly between you and the relevant Partner, and Memotics is not under any obligation to provide any assistance to you or any third party in the resolution of such a dispute or matter (although Memotics may choose to do so at its own discretion). Memotics does not owe any responsibility, obligation, duty or liability to you in respect of any Customer Contract relating to Third-Party Transactions.

3. Payment, Gas Fees and Taxes

- A. Any payments made to us via the Website may be processed through the Blockchain or such other payment gateway or process (such as credit card payments) 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 any Transaction conducted by you, including, but not limited to, instances where your payment was not properly processed through the Payment

Process. It is solely your responsibility to confirm that your payment for any Transaction has been processed and completed successfully. We do not provide refunds for any purchases that you might make on or through the Website and the Services. The respective Payment Processes may be subject to its own terms and conditions governing the use of such payment methods and you hereby acknowledge and agree that you shall be bound by them when using such Payment Process.

- 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 Transaction via the Website and Services. If you seek to transfer Memotics NFTs via the Blockchain, 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 Website and the Services (including any Transactions conducted thereon, and any goods and services obtained from such Transactions) (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. You also acknowledge and agree that, where the Payment Process involves a payment made via your credit or debit card, the Payment Process shall be entitled to charge your credit or debit card for the relevant amount of the Transaction (including any tax recovery charges, taxes (where applicable), and service fees). We will not be liable or responsible for any amounts (or any reimbursement thereof) charged, deducted or lost arising from any error in the Payment Process or the Services, or any dispute or non-fulfilment of any Transaction.
- E. Where you use a credit or debit card to make payment for any Transaction, you confirm that the credit or debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit or debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment for the Transaction, we will not be liable for any delay or non-delivery.

4. Storage of NFTs

- A. When you purchase a Memotics NFT, we may assist to store the Memotics NFT on a digital wallet owned by Memotics. In such a case, you may request to retrieve the Memotics NFT from Memotics and we will transfer it to a digital wallet designated by you.
- B. Where we store Memotics NFTs on your behalf, we may utilise a digital wallet provided by a third-party service provider, and we have no control over the provision of that digital wallet or its features and functionalities, or the security thereof. Such digital wallets may be susceptible to fraud, theft, hacking, security breaches, unauthorised access to the digital wallet or similar incidents which are beyond our control. The choice of digital wallet that we utilise shall be at our sole discretion.
- C. You acknowledge and agree that if you require us to store Memotics NFTs:
 - (i) that we do not guarantee that the storage of your Memotics NFT by us on your behalf will be secure, or free of and safe from any loss, theft, error, defect, or neglect;

- (ii) that there are inherent risks in storing your Memotics NFT on a digital wallet that is not owned by you (including loss of control over your Memotics NFT, theft of your Memotics NFT); and
- (iii) you shall not hold Memotics liable or responsible for any loss of your Memotics NFT or inability (whether as a reason of theft, neglect, loss of control over the digital wallet that or any other reason whatsoever).

5. Disclaimer of Liabilities

- A. The information and content on the Website may include inaccuracies or errors, including pricing errors or other errors or inaccuracies relating to the information and description of the relevant product and services displayed on the Website. Hence, Memotics and its Partners expressly reserve the right to correct any pricing errors on the Website and/or pending Transactions made under an incorrect price.
- B. Memotics and its Partners make no representations about the suitability of the information, software, products and services contained on the Website for any purpose, and the inclusion or offering of any products or services on the Website does not constitute any endorsement or recommendation of such products or services by Memotics and its Partners. All such information, software products, and services are provided without warranty of any kind.
- C. Memotics expressly disclaims all warranties and representations in relation to any Partner and their respective products and/or services (including as to the availability or the timely delivery of goods and/or services provided directly to you by such Partner(s) on the Website). You bear the responsibility of satisfying yourself of the fitness, suitability, availability, quality, legality, appropriateness, or any other aspect of the products and/or services of the Partners before transacting with them (if at all).
- D. Memotics shall not be liable for (nor responsible to resolve) any dispute arising from or relating to the goods and/or services provided by any Partner to you in the Website. You shall and hereby fully release and discharge Memotics (and its officers, directors, employees and agents) from any and all Losses suffered by you in connection with any act or omission of any Partner(s) or the products and/or services provided by them.

These Terms were last updated on 18 November 2022.