

## **Terms and Conditions**

Totality Corp Pte. Ltd. (“**Totality**” or “**ZionVerse**”) is a Limited Liability Company registered in Singapore. The Platform allows and facilitates acquiring of “Digital Collectible(s) or Collectible(s)” (Defined Below) through “Purchase” (Defined Below) or “Auction” (Defined Below).

ZionVerse operates web applications, web services and platforms and mobile applications. ZionVerse reserves the right to change the Terms at any point in time, and the Terms will be updated on the website URL <https://www.zionverse.com/>. The user who agrees to the present Terms also agrees to all the subsequent changes in our Terms.

## **Binding Agreement**

These terms and conditions (“Terms”) of use govern the usage of the Totality Corp Pte. Ltd. (Referred to as “Us” or “We” or “Our” or the “Platform”) Platform by users (Referred to as “User” or “Users” or “You” or “Your”) who engage in trading of nonfungible tokens representing digital artwork, audio, images, and any other content and type of content that might be added to the Platform in the future (Collectively or in-part referred to as “Service” or “Services”).

Digital Collectibles and/or Collectibles: A “Digital Collectible(s)” Or “Collectible(s)” presently is a nonfungible token implemented on the [public blockchain platforms like Ethereum, Polygon, Solana](#) using smart contracts (Referred to as “Smart Contracts” or “Byte Codes”)

If you use the platform on behalf of a company or any other organization (“entity”), you, by agreeing to these terms, confirm that you are fully authorized to bind such an entity to the warranties and obligations made under this agreement you also represent and warrant that you have the right, the authority, and the capacity to enter into an agreement on behalf of that entity.

Any user who uses the ZionVerse Platform to trade, purchase, and access information on Digital Collectibles/non-fungible tokens/consume website content including but not

limited to texts, audio, visual content, videos, and any other form of content is bound to agree to these Terms. Any user who does not agree to these Terms shall not access or use the Platform.

Using the Platform (including applying for or opening a ZionVerse account) does not automatically mean that You will be entitled to enjoy full use of the Platform's functionality (including bidding for NFTs at auction or purchasing NFTs) and/or that we will enter into any form of commercial or other arrangement with You, other than this Agreement.

All the terms mentioned in this Agreement are intended to continue and shall survive termination, including Agreement relating to exclusions and limitations of liability, intellectual property restrictions and ongoing use of Your data.

### **Third Parties**

We partner with third-party service providers for our activities such as payment processing, handling of custody, completion of KYC (Know your Customer) formalities, and other services from time to time.

We reserve the right to engage with any third-party service provider without prior notification and agreeing to these terms implies that you agree to all our third-party engagements for carrying out the activities intended by the platform in the present and in the future.

Every third-party service provider might have their own set of terms and conditions that you should agree to. Any dispute arising between you and the third-party service provider should be settled between the two parties involved. The platform is, in no way, responsible for the settlement of the dispute.

### **Platform Access**

The Platform provided by ZionVerse is intended to be used by users who are at least 18 years of age or of minimum legal age in your jurisdiction (whichever is later) and only the users who meet this criterion should enter into a contractual agreement with ZionVerse.

By accessing the Platform, you agree that you are not in any way legally forbidden from accessing or using any features of the Platform. You also confirm that you will not use the

Platform for any illegal and unlawful activities including but not limited to acts of terror, acts that might be detrimental to the security and legal interests of any individual or country/administrative body.

By accessing the Platform, you agree that you have not been placed on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; HM Treasury Sanctions List; Politically Exposed People List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.

By accessing the Platform, you agree that it is your responsibility to ensure that your equipment meets the technical requirements you need to access the Platform in its optimal experience. We are not responsible for any harm or loss caused by inadequacy of or lapses in your equipment standards and functionality.

By accessing the Platform, you agree that we receive the right to restrict your access in the interest of your and the Platform's security. You are responsible for treating your security-related access-information such as usernames, passwords, and any other identifier with utmost care and confidentiality. Any activity that happens under your login ID is your responsibility, and you are expected to immediately report any unauthorized access to our support services.

By accessing the Platform, you agree that all the information furnished by you is accurate, and you are solely responsible for addressing issues that might arise due to inaccurate information. You may choose to customize your username, and we reserve the right to change your username if it includes profanity or hate-language content or sensitive information/issues.

By accessing the Platform, you agree that we reserve the right to disable your account and/or access to your account if at any point in time, you're found to be in violation of the Terms. We do not hold any responsibility for the actions outside or within our Platform that resulted in your account being disabled.

## **The Mode of Operation**

To transact with the platform, you must follow the steps mentioned at [www.zionverse.com/](http://www.zionverse.com/).

### **Smart Contracts**

The items offered on the platform either for direct sale or for auction are unique cryptographic tokens also known as nonfungible tokens. These nonfungible tokens are minted using smart contracts and they are tracked and stored on public blockchains like Ethereum, Solana, Polygon.

The platform is responsible only for the smart contract that constitute the nonfungible tokens launched on ZionVerse. The initial owner of the token will be the artist/creator/brand/celebrity that the platform partners with.

Any transaction intended for the purpose of transferring, offering, bidding, listing, selling, or purchasing of these nonfungible tokens will be initiated through one or more smart contracts, and some of the elements of every transaction might be outside the **relevant public blockchain ecosystem**. By consenting to this agreement, you also accept to the transfer of the Digital Collectibles, the fees, the commissions, and the royalties, and that many processes including but not limited to the ones mentioned above will be automated through smart contracts.

### **Taxes, Gas & Fees**

You are responsible for handling and paying all the taxes involved in the transaction. You are also responsible for the payment of any taxes that might become payable in the future as a result of your ownership or transfer or purchase or sale.

Any activity on the blockchain including but not limited to transactions may require payments of small fees called 'gas' fee.

The platform holds the right to absorb the gas fees on your behalf or pass it on to you. If the platform does not bear any gas fees, it is strictly on a non-precedential basis. You also acknowledge that the platform may add or deduct gas fees in the future.

The value of the gas fee fluctuates rapidly and is often unpredictable. It is outside the control of the platform. By consenting to this agreement, you acknowledge that no contract or agreement or offer or bid or

sale or any other form of transaction be invalidated, revocable, retractable, or otherwise unenforceable on the platform on the basis that the gas fee was unknown or too high or unacceptable in any other way to you.

All the gas fees are nonrefundable, and they will not be refunded under any circumstance whatsoever.

All the payments made to the platform for the purpose of transaction are non-refundable.

### **Refund Policy**

Under no circumstances shall any form of refund be entertained, especially for completed transactions. The platform does not hold any responsibility for wrongly conducted transactions, transactions carried out with wrong addresses, transactions carried out as a result of any malicious link/website/app/media/claim in any form impersonating the platform, and transactions attempted without complying with the set standards.

The funds added to the wallet will not be eligible for withdrawal until a period of seven days post completion of drop.

Under no circumstances shall a fulfilled transaction for the purchase of a Digital Collectible be reversed or refunded.

In the event of the user losing an auction, the bid amount will be returned to the Wallet. The seven-day interval still applies for the withdrawal.

You will not be eligible to withdraw your Wallet balance if you have placed a bid and if the auction is still active.

The platform reserves the right to modify the rules of refunds and it will be updated in the terms and conditions.

You are encouraged to check the Terms page for the latest version of the rules and policies.

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### **The Different Selling Formats**

The Digital Collectibles are available either for direct purchase or under an auction system.

The purchase of the Digital Collectible at an advertised list price will reduce your spending balance permanently by a commensurate number of tokens.

The platform follows the classic English auction method. The auction is bound by a certain stretch of time. The platform will list the Digital Collectible and will decide on the minimum bid value.

The user with the highest bid at the time of the auction ending is considered the winner of the auction and they, upon conditions required being met, will be eligible to own the Digital Collectible.

If a bid is placed within the last 15 minutes of the auction, the auction time will be extended by 15 minutes from the time of the bid, so last minute bids can be accommodated.

The bidding amount will be unavailable for spending including for other bids and for direct purchases.

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### **Properties of a Digital Collectible**

We hold no responsibility for the Collectibles traded on our Platform. We do not investigate and cannot guarantee or warrant the originality, the authenticity, the uniqueness, and the value of the Collectible. While we try our best to ensure that the information provided on our Platform is accurate, we hold no responsibility for changes that may occur from time to time.

Collectibles are subjective in their value. The user understands that the value of Collectibles is extremely volatile and maybe subject to fluctuations, emotions, and market movements. These Collectibles are not a legal tender and are not backed by any government. Legislative and regulatory changes may adversely affect the value, the use, and the transferability of these Collectibles.

Our Collectibles could be subject to the risk of counterfeiting or fraud or cyber-attacks or some other technical challenge that might prevent your access to the Collectibles.

You agree that you are solely responsible for determining the potential value, suitability,

nature, and appropriateness of risks by yourself when it comes to purchase of/bidding on Collectibles. You also understand that we will not be responsible for any disruptions or errors or distortions or failure of communication you may experience in using our services. We do not, in any way, take responsibility for your buying/bidding decisions.

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### **Transfer of Ownership & Selling in Secondary Markets**

The user who directly purchases or wins the auction becomes the owner of the Digital Collectible. As the owner of the Digital Collectible, the user has the eligibility and right to sell their Digital Collectible.

All the risk and responsibility of the Digital Collectible, once transferred to you, will fall on you. The exact time at which the risk of the Digital Collectible is transferred may be determined at the discretion of the platform.

The platform does not hold any responsibility for any uses you make of the Digital Collectible or any future transactions you make of/with the Digital Collectible.

The disclaimers and limitations of liability made by the platform under this agreement shall not be terminated or relinquished but shall survive in the event of any subsequent sale or transfer or disposition or burning or any other form of relinquishment of the Digital Collectible by you. It is your responsibility to provide notice to any subsequent possessor or owner of the digital collectible and all the disclaimers attached.

### **Intellectual Property of the Platform**

ZionVerse (or, as applicable and as determined by ZionVerse's licensors) own all legal right, title and interest in and to all elements of the Platform including text, images, graphics, design, systems, methods, information, computer code, software, services, 'look and feel', organization, compilations, code, data, photographs, articles, images, illustrations, audio, audiovisual, video, and all other elements of the Platform (collectively and severally "ZionVerse Materials")

All trademarks, service marks, and trade names contained in the ZionVerse Materials are

proprietary to ZionVerse or its licensors. All rights in the product names, brand names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs whether or not appearing with a trademark symbol and whether or not registered, belong exclusively to ZionVerse or their respective owners (including ZionVerse brand partners), and are protected from use, misuse, reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws.

You agree and undertake at all times to abide by all copyright notices, trademark rules, information, and restrictions contained in any ZionVerse Materials featured on or accessed through the Platform.

Use, copy reproduce, modify translate, store, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any ZionVerse Materials or other proprietary rights not owned by You, (i) without ZionVerse's express prior written consent and that of any applicable respective rights owners, and/or (ii) in any way that violates any third party rights;

Modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly permitted by this Agreement), create derivative Works based on, distribute, perform, display, or in any way exploit, any of the ZionVerse Materials, software, materials, or Platform in whole or in part; or

Use modified versions of any software underlying our Platform, including without limitation, for the purpose of obtaining unauthorized access to our Platforms or applications.

ZionVerse reserves all rights in and to the ZionVerse Materials not expressly granted to You in this Agreement.

### **Intellectual Property of the NFT**

As the owner of the Digital Collectible, you may not copy or modify or edit or reverse engineer the Collectible in part or in full including but not limited to the imagery, the design, the colors, the look and feel, the format, the features, or attributes.

As the owner of the Digital Collectible, you will not use the Collectible in any derogatory



fashion and for any purpose remotely related to and legally classifiable to be about hatred, violence, racism, slavery, intolerance, cruelty (to humans and other living beings), and harassment.

As the owner of the Digital Collectible, you will not use the Collectible for sales purposes (unless explicitly deemed as authorized usage by law), gambling, in pornographic context, spamming purposes, or any way that intends infringement of others' rights and is deemed unlawful. This includes but is not limited to manners that could be considered defamatory, threatening, abusive, obscene, vulgar, offensive, and indecent. You also understand that you will bear all the legal consequences of such actions.

As the owner of the Digital Collectible, you may not remove or obscure any signature of the creator/brand that attributes the creation. You may not take any steps that might mislead others or cause discrepancies in identifying the brand/celebrity/creator behind the Collectible.

As the owner of the Digital Collectible, you may not use the Collectible for any commercial purpose including but not limited to promotion of businesses, products, or services, advertising, creation of commercial products like merchandise, or refer to or otherwise likening themselves to the Collectible or any of its attributes.

We do not guarantee that the price/value of the Collectible will move in a certain direction. The user understands that the value of the Collectible is subjective and is vulnerable to emotions, volatility, market fluctuations, and regulations/legal frameworks.

The rights of the Collector/Owner include the use of the Collectible:

- i. for the purpose of sharing, promoting, discussing, or commenting on the NFT and the Collector's purchase or ownership of the NFT including social media platforms, blogs, digital galleries, or other digital media;
- ii. on third party marketplaces deemed acceptable by the Platform, exchanges, platforms, or applications in association with an offer to sell, or trade, the NFT to which the Work is affixed; and
- iii. within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments, including

simultaneous display of multiple copies of the Works within one or more virtual environments.

### **Indemnification**

You hereby irrevocably release, acquit, and forever discharge ZionVerse and its subsidiaries, affiliates, officers, and successors of any liability for direct or indirect copyright or trademark infringement in respect of ZionVerse's use of a Works in accordance with this Agreement, including without limitation,

ZionVerse's solicitation, encouragement, or request for You or third parties to host the Works for the purpose of operating a distributed database and/or promoting the Platform.

You agree to indemnify and hold ZionVerse, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) made by any third party due to or arising out of Your access to the Platform, use of the Platform, the violation of this Agreement by You, or the infringement by You, or any third party using Your account, of any intellectual property or other right of any person

### **Warranties**

By using this Platform and its services, you acknowledge and understand that the public address of your wallet will be made publicly visible whenever you engage in any transaction on the Platform. We reserve the right to change the Blockchain that we use to power our Platform, and all the references provided in these terms still hold good and true in the event of changes in the Blockchain and/or in the decentralized protocol that we will use.

Blockchain is a nascent technology and there are possibilities of technological difficulties. In the event of such difficulties being experienced, the Platform may not function at its intended capacity and it might affect the access to your Collectibles.

Blockchain technology is subject to multiple legal uncertainties, and there are possibilities of the Platform, the Collectibles, and your funds being adversely impacted in case of any regulatory and legal inquiries, investigations, claims, fines, judgments, suits, and actions.

This could hamper or impede your ability to continue the use of our Platform, the associated assets, and every other manifestation of this technology. By agreeing to these terms, you accept that you understand these uncertainties and risks.

Transactions involving the purchase of Collectibles may not be reversible except for the instances described in our refund policy. Any losses that occur due to fraudulent or accidental transactions will not be recoverable and we will not be liable or responsible for these losses. The user takes full responsibility for these transactions and the accuracy of information.

The Blockchain that powers our Platform might be subject to sudden changes in operating rules. Forking the Blockchain might result in multiple versions, and subsequently, in more than one version of your Collectible. This might affect the value and the function of the initial Collectible. Under such a situation, we might temporarily suspend our services while we determine which network to support. The decision will be at our sole and absolute discretion. We also reserve the right to stop supporting/abandoning the initial or the copy of the Collectible. We, at our sole discretion, might obtain and retain the unsupported Collectible.

If any of the terms or its application to any circumstance shall, to any extent, be declared illegal, void, invalid or unenforceable by any competent body, the legality, validity and enforceability of the remainder of the terms and the application of that term to other circumstances shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by the Applicable Law. If any clause of those Terms is asserted invalid, unlawful or unenforceable via way of means of any in a position court, tribunal, arbitral bench, or any any competent body then such phrases will be deemed automatically adjusted by the Company to comply to the necessities for validity at such time and, as so adjusted, will be deemed a provision of those Terms as though at the beginning included and shall carry the same commercial effect/interest as the term it replaces/adjusts. If the availability invalidated is of the sort of nature that it can not be so adjusted, the availability will be deemed deleted from the Terms as even though the availability had by no means been included.

While we strive our best, we cannot guarantee continuous, uninterrupted, and error-free

availability/operability of our Platform. There may be times when certain features or content or parts of our Platform or the entire Platform itself might become unavailable either on a scheduled or unscheduled basis. It is subject to modification, suspension, and withdrawal at our sole discretion and without any notice. We are not liable to you or any third-party for any of the above acts mentioned. We are also not responsible for any losses you may suffer and any drop in the value of the Collectibles you own or any Collectible which was/is on our Platform.

### **Disclaimer**

We may change the format and content of the Platform from time to time. You agree that your use of the Platform is on an "as is" and "as available" basis and at your sole risk. Whilst we try to make sure that all information contained on the Platform is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information. We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, availability, fitness for purpose or originality of any content of the Platform and, to the fullest extent permitted by law, all implied warranties, conditions or other implied terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Platform or relying on any of its content.

We cannot and do not guarantee that any content of the Platform will be free from viruses and/or other code that may have contaminated or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your requirements as to the safety and reliability of the content.

In no event shall we be liable to you for any losses, whether indirect or consequential, or for any loss of profit, revenue, contracts, data, goodwill, or other similar losses, and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable.

We are not liable for any user error, incorrect data, or loss of NFTs, or other information.

Collectibles are intangible assets represented by the corresponding NFT on the Ethereum network. We are not responsible for this network, for recording, or verifying ownership or value of any Collectible.

Our role is limited to providing a Platform to allow users to offer for sale, and to buy Collectibles directly. With the exception of the initial sale of each Collectible, we are not a party to any secondary sale or purchase. We do not take payment on behalf of other parties and we are not a payment service provider.

We do our best to make sure all Collectibles are original works and do not infringe any third-party rights. There can be no guarantee or assurance of the uniqueness, originality or quality of any Collectible. You have no recourse or rights against us in relation to the existence of similar or identical works, or in relation to the infringement of any third-party rights.

Each User shall defend, indemnify, compensate, reimburse and preserve innocence of ZionVerse (and every one of its officers, directors, members, employees, sellers and affiliates) from any claim, demand, action, damage, loss, value or expense, such as without unduly affordable attorneys' fees, arising out of or pertaining to (a) User's use of, or behavior in connection with, the Offerings; (b) User's violation of those Terms or some other relevant coverage or agreement of ZionVerse; or (c) user's violation of any rights in regards to other third persons.

### **Limitation of Liability**

Under no circumstances will ZionVerse be liable to You in any way for:

- i. any errors, mistakes, omissions, or inaccuracies relating to ZionVerse Materials, or any loss or damage of any kind incurred in connection with use of or exposure to any ZionVerse Materials posted, emailed, accessed, transmitted, or otherwise made available via the Platform;
- ii. loss or damaged caused by another user's violation of this Agreement, including any unauthorized access to or use of our servers and/or other Platform features;
- iii. any restitution or compensation for loss of profits, revenues, and/or data;
- iv. any types indirect, special, incidental, consequential, punitive or exemplary damages

arising out of or related to participation in or the outcome of Platform uses, NFT ownership, interactions, and/or transaction, whether or not ZionVerse has been advised or knew of the possibility of such damages; and

- v. the acts or omissions of any third parties, nor for any damage that You may suffer because of Your transactions or any other interaction with any third parties, including third-party providers that provide Wallet services and/or that store the NFT.

### **Hardware & Equipment**

By accessing the Platform, you agree that it is your responsibility to ensure that your equipment meets the technical requirements you need to access the Platform in its optimal experience. We are not responsible for any harm or loss caused by inadequacy of or lapses in your equipment standards and functionality.

### **Data & Privacy**

For information regarding our treatment of personal information, please review our Privacy Policy at <https://zionverse.com/> which is hereby incorporated into this Agreement by reference. Any use of our Platform constitutes Your acceptance and agreement to be bound by our Privacy Policy.

### **Severability**

If any provision of this Agreement is found to be unlawful or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the enforceability of any other provisions.

### **Governing Law & Jurisdiction**

These Terms shall be governed by and construed and interpreted in accordance with the laws of Singapore, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Although the Offerings may be available in other jurisdictions, each User hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific jurisdiction over ZionVerse in any forum outside Singapore.

If a User has a potential legal dispute, claim or cause of action against ZionVerse Company, the User shall first (prior to initiating any proceedings) contact ZionVerse by sending an email to [legal@totalitycorp.com](mailto:legal@totalitycorp.com) describing the nature of the potential dispute, claim or cause of action and providing all relevant documentation and evidence thereof. Users shall use their respective reasonable endeavour to settle any dispute, difference claim, question or controversy arising out of, in connection with, or in relation to these terms (“Dispute”) amicably through negotiations in good faith.

### **Arbitration**

All disputes arising out of or in connection with the present terms or in reference to or at once or not directly regarding those Terms or any of the topics or transactions pondered with the aid of using those Terms (for the avoidance of doubt, along with any declare searching for to invalidate, or alleging that, any or all a part of those Terms is unenforceable, void or voidable) (such claims, disputes and controversies, collectively, “Disputes”) and not resolved after 60 days of negotiations since the rise of such dispute, will be eventually settled with the aid of using binding arbitration. The arbitrator shall have distinctive authority to clear up all Disputes, and the arbitral award will be very last and binding upon the parties. The Arbitration shall take place in English. The seat of Arbitration shall be Singapore. The venue of the arbitral proceedings can be online or determined as per convenience of the parties. All Users hereby agree that any arbitration or claim shall be undertaken in their individual capacity and not as a joint class action.

ZionVerse Company or any User may also provoke an arbitration intending through turning in written notice to the other, whereupon the parties shall fairly cooperate to pick out an arbitrator and submit the Dispute to such arbitrator. In the event the parties are not able to agree on the choice of an arbitrator within 15 days from the submitting of a call for arbitration, the Singapore Arbitration Association (the “SAA”) shall appoint the arbitrator. The arbitrator’s award will be written and reasoned, and binding on the parties in any and all jurisdictions.

The parties agree that the arbitral process shall be conducted in confidentiality and disclosure of any information about the arbitrator proceedings or information learnt during the proceedings could be detrimental to the business of the other party. The

receiving party shall be liable to further damages if there are any breach of such Confidentiality and unauthorized disclosure of confidential information.

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