

Opulous - Terms and Conditions of Service

These Terms and Conditions of Service (the “**Terms**”) govern your access to and use of the website at www.opulous.org (the “**Site**”) and any other software, apps, tools, features, or functionalities provided on or in connection with our services (collectively, the “**Services**”) offered by Opulous Songs Ltd (“**Opulous**” or the “**Company**”) and any of its Affiliates. The Services provided by Opulous are independent and separate from any other offerings provided by Affiliates of Opulous. The Services include, but are not limited to, provision of a platform on which users may Stake and purchase or sell Digital Tokens for Rewards (the “**Opulous Platform**” or “**Platform**”).

By signing up for an account through the Site, or using any of our Services, you agree that you have read, understand, and accept all of the terms and conditions contained in these Terms. The Terms include and should be read together with our Privacy Policy, which is available on the Site.

A. Definitions.

The following words in these Terms are defined below:

1. “**Affiliates**” means any entity that is directly or indirectly controlled by Opulous or by its parent company.
2. “**Digital Token**” means any digital representation of value issued, offered and/or sold by Opulous, including but not limited to a liquidity token, utility token, MFT and/or OPUL.
3. “**Music Fungible Tokens**” or “**MFTs**” are fungible digital assets issued by Opulous on a blockchain.
4. “**OPUL**” means the digital token issued by Opulous or an Affiliate.
5. “**Rewards**” has the meaning in Section H below.
6. “**Stake**”, “**Staked**” and “**Staking**” means immobilization of any amount of Digital Tokens and/or stablecoins by a User for any duration and for any purpose, which includes, but is not limited to, the User receiving rewards of any kind.
7. “**U.S. Person**” means a natural person resident in the United States; a partnership, limited liability company, or corporation organized or incorporated under the laws of the United States, an estate of which each executor or administrator is a U.S. person, a trust of which each trustee is a U.S. person; a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person, or a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States.
8. “**User**”, “**you**”, and “**your**” means you as the user of any of the Services. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (i) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (ii) you agree to these Terms on the entity’s behalf.
9. “**We**”, “**us**” and “**our**” means Opulous.

B. Agreement to Terms.

By using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, then you may not access or use the Services.

C. Changes to these Terms or the Services.

We may update, change or modify the Terms at any time in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service and the Oplous Platform, and through other communications. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the Terms that apply when you access or use the Services. If you continue to use the Services after we have posted the updated, changed or modified Terms then it means you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services anymore. As our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion and without liability to you as a result.

D. Additional Terms and Policies.

Your use of the Services is subject to additional terms and policies as may be posted on the Oplous Platform from time to time. Those additional terms and conditions, which are available with the relevant Services, then become part of your agreement with us if you use those Services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific Service, such additional terms shall control for that specific Service.

E. Assumption of Risk.

You accept and acknowledge:

1. the price of MFTs and other Digital Tokens (such as OPUL) can fluctuate significantly. You may lose money from your use of any of the Services, including from Staking on the Oplous Platform.
2. you have done your research before you decide to sell, obtain, transfer, Stake or otherwise interact with MFTs or any Digital Tokens, and are using the Services at your own risk.
3. Oplous will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.
4. Oplous will not be responsible for any risks to you from using the Services, which include, but are not limited to:
 - i) non-recoverable and/or non-reversible transactions,
 - ii) fraudulent and/or fraudulent transactions,
 - iii) unauthorized third-party access such as malicious software, hacking, theft, attacks,
 - iv) hardware, software and/or internet connection failure,
 - v) changes to the protocol or network of the underlying blockchain,
 - vi) regulatory changes which may adversely affect the development of the Services and the use of MFTs or other Digital Tokens,
 - vii) a lack of public interest in the Services which may also negatively impact the potential utility or value of MFTs or other Digital Tokens, or
 - viii) changes affecting, or decisions taken by, third-party platforms which perform transactions with respect to any MFTs or other Digital Tokens.
5. Oplous reserves the right to hide any MFT or other Digital Tokens affected by any of the aforementioned issues or for other reasons. Under no circumstances shall the inability to view your Digital Tokens when using our Services serve as grounds for a claim against Oplous.

6. We are not providing any financial, legal, tax, accounting or other professional advice. Nothing from our Services, including any material on the Opulous Platform, should be construed as financial, legal, tax, accounting or other professional advice. If you are in doubt, please consult an independent professional advisor from persons licensed and qualified in the area for which such advice would be appropriate.
7. You are solely responsible for determining what, if any, taxes apply to your use of the Services. Opulous is not responsible for determining such taxes.

F. User Eligibility for the Services

1. You must be over 18 years of age to use the Services. You must not attempt to access or use the Services if you are not permitted to do so, whether by law or under these Terms.
2. The Services are only available to Users in certain jurisdictions who can use the Services as permitted under applicable law. Accordingly, the Services involving the purchase and sale of MFTs are unavailable to Users who are a U.S. Person or any person resident in Singapore or in the British Virgin Islands.
3. None of the Services are authorized for use in jurisdictions that are subject to a U.S. Government embargo, designated by the U.S. Government as a terrorist-supporting country, listed by the U.S. Government as a prohibited or restricted party, or otherwise have U.S. Government or certain international economic sanctions applied.
4. By using the Services, you represent and warrant that you are not any of the foregoing. You also acknowledge that: (a) you are not a U.S. Person acquiring the MFTs; and (b) you are not acquiring the Digital Tokens for the account or benefit of any U.S. Person.

5. Anti-Money Laundering Provisions

We reserve the right:

- i) at any time, to require you to provide additional information and documents at the request of any competent authority or in accordance with any applicable laws and regulations in relation to anti-money laundering or combating the financing of terrorism;
 - ii) to share submitted information and documentation to third parties to verify the authenticity of the submitted information and you agree to this by using our Services; and
 - iii) to suspend and/or terminate your account, cancel your bids, withhold, suspend, restrict or terminate our provision of Services to you or any transactions carried out by you (whether partially or fully completed) on the Platform, if you do not promptly provide us with the requested information or upon our discovery of any actual or suspected fraudulent activity, money laundering, criminal activity, and/or acts that are contrary to these Terms.
6. You have the sole responsibility of ensuring that you have the legal rights in accordance with applicable laws to engage in any and all transaction carried out on this Opulous Platform. To make sure all transactions are legally compliant, we may (but we are not obliged to) review the legality of the transactions carried

out by you and take necessary actions in accordance with applicable laws and regulations.

G. Your Licence to Use Services and Account Creation.

1. You are granted a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable, personal licence to access and use the Services subject to your compliance with these Terms and any applicable laws.
2. **Account Creation.** To access certain features of the Services, you'll need an account ("**Account**"). To register an Account, you must first successfully complete the sign-up process involving the connection of your wallet. It's important that you provide us with accurate, complete and current account information and keep this information up to date. If you don't, we might have to suspend or terminate your account. To protect your Account, keep the Account details and password confidential, and notify us right away of any unauthorized use. You are entirely responsible for maintaining the security and confidentiality of your Account and password. **YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.** You must notify us immediately of any unauthorized use of your Account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for any losses incurred by us or another party due to someone else using your Account or password. You are only allowed to create one Account and you agree you won't share your Account with anyone. You also agree that you will not: (i) create another Account if we've disabled one you previously established, unless you have our prior written consent; (ii) buy, sell, rent or lease access to your Account or username, unless you have our prior written consent; (iii) share your Account password with anyone; or (iv) log in or try to log in to access the Service through unauthorized third party applications or client.

H. Purchases, Rewards, Staking and Credit Card Transaction.

1. **Purchases.** Our Services enable Users to purchase Digital Tokens using USDC and/or OPUL directly from your crypto wallet but not all wallets may be accepted by and/or compatible with the Opulous Platform. ***All sales are final. No refunds or cancellations will be permitted.*** Where available, our Services allow Users to purchase Digital Tokens using the payment processing services of any third party engaged by us ("**Payment Processor**") in accordance with Section H.4 below.
2. **Rewards.** Our Services enable Users who hold and/or Stake MFTs on the Opulous Platform earn rewards ("**Rewards**"). Any Rewards are offered on a personal and non-commercial basis and determined by Opulous in its sole discretion. For the avoidance of doubt, Rewards do not confer or include any ownership, intellectual property or copyright in respect of any content unless specifically noted. Where Staking of MFTs is required, some of the Rewards received by Users are commensurate to: (i) the amount of MFTs staked; and (ii) the duration that the MFTs have been staked for.

Opulous may also develop new and different programs enabling Users to earn Rewards. Opulous shall have the right to amend, substitute, withdraw and/or

revise the Rewards program in its sole discretion. Users are required to claim Rewards in accordance with the process outlined on the Opulous Platform (which may require active collection of the applicable Digital Token). Rewards not collected by Users after two (2) years from issuance date shall be forfeited with no further payment or benefits to the User and shall revert to Opulous.

3. **Digital Token Staking.** Our Services also enable Users to Stake Digital Tokens on the Opulous Platform. Opulous chooses by itself the necessary hardware and network requirements to provide a stable and efficient staking service/mechanism to Users. Opulous conducts payments based on the amount of Digital Tokens staked by the User and Staking period.

If a User wants to initiate the withdrawal process, it can be done by entering a withdrawal queue. Locking their liquidity tokens and/or Digital Tokens indicates their intent to withdraw their staked USDC and any accumulated rewards. The queue operates on a first-come, first-served basis, making the distribution of repayments fair and equitable.

4. **Credit Card Transactions.**

- (i) **Payment Information.** Where available, you may purchase a Digital Token using a credit card or debit card, as required. You expressly authorize us (and any payment processor) to charge your payment card for all purchases you make. For credit card payments, we charge your credit card when you purchase a Digital Token. We may ask you to supply additional information relevant to your transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information**"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. You may need to provide additional information to verify your identity before completing your transaction (such information is included within the definition of Payment Information). We reserve the right to use the Payment Information you provide us in connection with any payments to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: you providing complete personal, account, transaction and any other information needed, authorization of the payment by your credit or debit card company, and acceptance of your payment. There are no minimum or maximum purchase amounts required for a credit or debit card transaction.
- (ii) **Payment Processing.** Payments facilitated by our Services shall be processed by Payment Processors. You may be required to create an account with such Payment Processor, and by doing so, you are agreeing to comply with the Payment Processor's terms of service and policies. You may need to provide additional information to verify your identity, business and tax information and your bank information when you register with the Payment Processor.
- (iii) **Chargebacks and Payment Holdback.** We reserve the right to offset future payments, including any Rewards, to you ("**Payment Holdbacks**") in certain cases including without limitation: (i) where your Account is subject to excessive chargebacks resulting in additional costs or fees from

the Payment Processor; (ii) where the Payment Processor withholds a percentage of a payment as a reserve, for example, as a result of actual or suspected fraudulent activity; or (iii) in certain cases where we decide, in our sole discretion, that it is prudent or necessary to reverse a transaction. We further reserve the right to implement Payment Holdbacks to you if payments are deemed suspicious or fraudulent, at our sole discretion. We will notify you that you are subject to a Payment Holdback and we may require that you provide supporting documentation or information related to the relevant payment(s) and corresponding purchase(s). If you do not provide such supporting evidence within the requested timeframe, we reserve the right to refund the payment and transfer any available funds from your wallet to your identified bank account or otherwise take any action we feel is reasonably necessary to comply with our compliance standards, including those imposed by any relevant financial institution, our Payment Processor, or the credit card network rules, as well as any applicable law.

- (iv) **Failure to Process Payments.** You are solely responsible for the information you provide in connection with payments processed via the Services. If you purchase a Digital Token using a credit card, you are responsible for ensuring the bank issuing your credit card releases the funds. You remain solely liable for the price of the Digital Token if you cancel or otherwise dispute the credit card transaction after purchasing the Digital Token. We will not be liable for failure to complete any payment or refund from or to your Account if you provide inaccurate or incomplete information regarding the payment or refund or for any fraudulent behavior conducted by you on the Platform. Subject to applicable law, we reserve the right to send any delinquent, past due, or any other Account that is in default to collections agencies to recover such past due amount. In the event that we are unable to collect the funds due from you for the purchase of a Digital Token, in addition to the rights specified above, we may immediately cancel the applicable Digital Token.

I. No Entitlement to Intellectual Property or Copyright

You are not entitled to any ownership right to, or licenses in, any intellectual property or copyright of any music from purchasing, selling or Staking MFTs or other Digital Tokens, or from otherwise using the Services.

J. Fees.

1. We reserve the right to impose any fees, commissions, royalties, and other charges (collectively, the “**Fees**”) at our sole discretion at any time for your use of our Services.
2. We may charge Fees for each purchase and/or sale (including resale) of MFTs, or other Digital Tokens on the Opulous Platform or third-party exchanges.
3. By Staking, buying, selling MFTs, OPUL or other Digital Tokens on the Opulous Platform, and/or receiving any music advances from the Music Funding Service, you agree to pay all applicable fees and you authorize Opulous to automatically deduct fees (including any transaction fees, or gas fees, as applicable) and payment processing fees, directly from your payment.
4. All Fees are non-refundable except at the sole discretion of Opulous (for Fees within its control) or applicable third parties.

K. Opulous’ Right to Purchase Digital Assets.

We reserve the right to sell or purchase any quantity of digital assets at our sole discretion. We are not required to warn any User or third party when we decide to exercise this right.

L. No Buy-Back, Redemption or Burning

We do not represent, warrant or undertake that we will buy back, redeem, burn or provide any other similar features in relation to MFTs, OPUL or other Digital Tokens. However, we may do any of the foregoing at our discretion. We are not required to warn any User or third party when we decide to exercise this right.

M. Right to Block Access.

We reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers.

N. Wallets.

Opulous does not operate, maintain, control or have custody over any contents of your wallet(s). We accept no responsibility for, or liability to you, in connection with your wallet(s) and make no representations or warranties regarding how the Services will operate with any specific wallet. Any issues relating to your wallet(s) should be addressed to your wallet provider. We are not responsible for any acts or omissions by you in connection with your wallet(s) as a result of your wallet(s) being compromised. You will immediately notify us if you discover or otherwise suspect any security issues related to your use of the Services.

O. System Interruptions.

We may interrupt your access to the Services at our sole discretion for any reason, including but not limited to, updating, maintenance, malfunctioning equipment or repairing the Services.

P. Equipment and Software.

You must provide all equipment, connectivity, and software necessary to connect to the Service. You are solely responsible for any costs and expenses, including Internet connection or mobile fees, that you incur when accessing the Services.

Q. Costs and Taxes.

You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

R. Tax Compliance.

We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services.

S. General Prohibitions. You agree not to do any of the following:

1. Use, display, mirror or frame the Services or any individual element within the Services, Opulous' name, any Opulous trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Opulous' express written consent;
2. Circumvent or attempt to circumvent any Fees owed to Opulous;
3. Attempt to hack or hack any of Opulous' Services or any users of Opulous' Services, or upload any computer viruses including worms, Trojan horses, corrupted files, cancelbots, or any other similar software or programs which may damage the operation of another's computer or property or interfere with the Services;
4. Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data-mining tools or the like) other than the software and/or search agents provided by Opulous or other generally available third-party web browsers;
5. Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
6. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
7. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
8. Impersonate or misrepresent your affiliation with any person or entity;
9. Violate any applicable law or regulation;
10. Use the Services to conduct financial activities subject to registration or licensing including, but not limited to, the creation and trading of securities, commodities, options, debt instruments or other financial instruments;
11. Use the Services by or on behalf of a competitor of Opulous for the purpose of interfering with the Services to obtain a competitive advantage;
12. Distribute spam to other users; or
13. Encourage or enable any other person to do any of the foregoing.

T. General Enforcement Rights.

1. **Unlawful Purposes.** MFTs or other Digital Tokens used primarily or substantially for the purpose of raising funds for terrorist organizations are prohibited on the Opulous Platform and will be removed.
2. **Stolen Content.** The sale of stolen MFTs or other Digital Tokens taken without authorization, and of otherwise illegally obtained MFTs or other Digital Tokens, on the Opulous Platform is prohibited. If you have reason to believe that an MFT or Digital Tokens supported by the Opulous Platform was illegally obtained, please contact us immediately. Transacting illegally obtained MFTs or Digital Tokens may result in your access to the Services being suspended.
3. **Reporting Content.** If you become aware of the creation, listing, or buying of MFTs or other Digital Tokens in violation of any of the terms specified in this Section, please contact us at support@opulous.org to report it.
4. **No Obligation.** Opulous is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable Users' access to MFTs or other Digital Tokens at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of

these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services.

U. Regulatory and Compliance.

We may suspend or terminate your access to the Services at any time in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be construed as a breach of these Terms by Opulous. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Services. We also reserve the right to cooperate with law enforcement authorities and disclose any information in our possession or from our Services that we deem necessary to meet any applicable laws, regulations or legal processes.

V. Copyright Policy.

Opulous respects copyright law and expects its users to do the same. It is Opulous' policy to terminate in appropriate circumstances Users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

W. Opulous Intellectual Property.

Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Opulous logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Opulous' Content**") are the proprietary property of Opulous, licensors or users, as applicable. You may not use any Opulous' Content to link to the Service without our express written permission. You may not use framing techniques, metatags or other 'hidden text' to enclose any Opulous' Content without our express written consent.

1. Opulous and its licensors exclusively own all right, title and interest in and to the Service, including all associated intellectual property rights therein. You acknowledge that the Service is protected by copyright, trademark, and other laws. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service.
2. The appearance and style of the Service, including the Opulous Platform, constitutes the trademark of Opulous and licensors, and may not be copied, imitated or used in whole or in part without our express written permission.
3. References to any other products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise on the Service does not constitute or imply endorsement, sponsorship or recommendation by Opulous.
4. We may also make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

X. Links to Third Party Websites or Content.

The Services may allow you to access third-party websites or other content. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such

websites. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party resources.

Y. Termination.

We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us. Upon any termination, discontinuation or cancellation of the Services or your Account, all sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Opulous or you. Termination will not limit any of Opulous' other rights or remedies at law or in equity.

Z. Disclaimers.

1. Your use of the Services is at your own risk. You understand and agree that the Services provided, including the Opulous Platform, and any MFTs or other Digital Tokens or assets listed therein, are provided on an "as is" and "as available" basis without warranties or conditions of any kind, either express or implied. Opulous (and its suppliers) make no warranty that the Services:
 - i) will meet your requirements;
 - ii) will be available on an uninterrupted, timely, secure, or error-free basis; or
 - iii) will be accurate, reliable, complete, legal, or safe.Opulous disclaims all other warranties or conditions, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.
2. Opulous does not represent or warrant that Opulous' content on the Service is accurate, complete, reliable, current or error-free. We will not be liable for any loss of any kind from any action taken or taken in reliance on material or information, contained on the Opulous Platform. While Opulous attempts to make your access to and use of the Services and Opulous' content safe, Opulous cannot and does not represent or warrant that the Services, Opulous' content, any MFTs or other Digital Tokens listed therein, or our servers are free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold us responsible for any breach of security.
3. Opulous does not represent or warrant as to the quality, origin or ownership of any content on the Opulous Platform. We will not be liable for any errors, misrepresentations, or omissions in, of, and about, the content, or for the availability of the content. We will also not be liable for any losses, injuries, or damages from the purchase, inability to purchase, display, or use of content.
4. Opulous will not be responsible or liable to you for any losses when we decide to sell or purchase any quantity of MFTs or other Digital Tokens at our sole discretion.
5. We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of MFTs or other Digital Tokens, including but not limited to any losses, damages or claims arising from:
 - i) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped addresses;

- ii) compromised or hacked accounts;
 - iii) server failure or data loss;
 - iv) corrupted cryptocurrency wallet files;
 - v) unauthorized access to applications; or
 - vi) any unauthorized third-party activities, including without limitation the use of viruses, phishing, bruteforcing or other means of attack against the Services or crypto assets.
6. MFTs and other Digital Tokens are intangible digital assets. They exist only by virtue of the ownership record maintained in the applicable blockchain network. Any transfer of title occurs on the decentralized ledger within such blockchain network. We do not guarantee that Opulous can effect the transfer of title or right in any MFTs or other Digital Tokens.
 7. You bear full responsibility for verifying the identity, legitimacy, legality, authenticity and functionality of assets you purchase on the Opulous Platform. Opulous makes no claims about the identity, legitimacy, legality, authenticity or functionality of assets on the Opulous Platform.
 8. Opulous is not responsible for losses or injury due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the MFTs or other Digital Tokens. Opulous is not responsible for losses or injury due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting MFTs, including forks, technical node issues or any other issues having fund losses as a result.
 9. Nothing in these Terms shall exclude or limit liability of either party for fraud, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.
 10. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

AA. Force Majeure.

Opulous shall not be liable for any action, omission, duty or obligation due to any occurrence that is beyond our control, including:

1. any future laws or regulations;
2. any act of God or war;
3. terrorism;
4. any epidemic or pandemic;
5. hacking or attack on the Services;
6. the unavailability, disruption or malfunction of any network or blockchains;
7. the unavailability, disruption or malfunction of the Internet; or
8. any unavailability, disruption or malfunction of any system, software, network or infrastructure necessary for the Services to function.

BB. Indemnity.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Opulous, and our respective past, present and future Affiliates, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, agents, representatives, predecessors, successors and assigns (individually and collectively, the “**Opulous Parties**”), from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing

indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:

- a) your use or misuse of the Services;
- b) your violation of these Terms;
- c) your use or disposal of any MFTs or other Digital Tokens;
- d) your negligence or willful misconduct; or
- e) your violation of the rights of a third party or of applicable law.

You agree to promptly notify Opulous of any Claims and cooperate with Opulous in defending such Claims. You further agree that Opulous shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Opulous.

CC. Limitation of Liability.

1. To the maximum extent permitted by law, neither Opulous, nor its service providers involved in creating, producing, or delivering the Services will be liable for: any incidental, special, punitive, exemplary or consequential damages, or damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services of any kind arising out of or in connection with these Terms or from the use of or inability to use the services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Opulous or its service providers has been informed of, or could foresee, the possibility of such damage.
2. To the maximum extent permitted by law, neither Opulous nor its service providers will be liable for any damages to your computer system, mobile device or data from the use of the Service and any third-party sites.
3. To the maximum extent permitted by the law of the applicable jurisdiction, in no event will Opulous’ total liability arising out of or in connection with these terms or from the use of or inability to use the services exceed the amounts you have paid or are payable by you to Opulous for use of the Services.
4. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between Opulous and you.

DD. No conflict with local law.

The laws of some jurisdictions may limit or not permit certain provisions of this agreement, such as indemnification, the exclusion of certain warranties or the limitation of liability. In such a case, such provisions will apply only to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these terms will prejudice such rights that you may have as a consumer of the Services under such applicable law.

EE. Governing Law

These Terms and any action related thereto will be governed by the laws of Singapore without regard to conflict of laws of any jurisdiction.

FF. Dispute Resolution.

1. **Mandatory Arbitration of Disputes.** You and Opolous each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Opolous agree that the Singapore International Arbitration Centre Rules 2016 (the “**SIAC Rules**”) govern the interpretation and enforcement of these Terms, and that you and Opolous are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
2. **Exceptions.** As limited exceptions to sub-paragraph (1) above:
 - i) you and Opolous both may seek to resolve a Dispute in small claims court if it qualifies, provided the claims remain only in such court; and
 - ii) you and Opolous each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
3. **Good faith resolution.** You and Opolous agree to resolve disputes in good faith prior to either party initiating an arbitration, small claims court proceeding or equitable relief for intellectual property infringement. If the parties do not reach agreement to resolve the dispute within thirty (30) days after initiation of this dispute resolution process, either party may commence arbitration, file an action in small claims court, or file a claim for injunctive or equitable relief in a court of proper jurisdiction for matters relating to intellectual property infringement, if the claims qualify.
4. **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the Singapore International Arbitration Centre (the “**SIAC**”) under the SIAC Rules then in effect, except as modified by these Terms. The SIAC Rules are available at <https://siac.org.sg/>. A party who wishes to start arbitration must submit a written notice of arbitration to the SIAC and give notice to the other party as specified in the SIAC Rules. Any arbitration hearings will take place in the county where you live, unless we both agree to a different location, but will be conducted remotely to the extent permitted by the SIAC Rules. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.
5. **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the SIAC Rules, and we will not seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If you prevail in arbitration you may be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.
6. **Injunctive and Declaratory Relief.** Except as provided in sub-paragraph (2) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

GG. Class Action Waiver.

You and Opolous agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your

claims, and may not otherwise preside over any form of a representative or class proceeding, without the written permission of all parties involved.

HH. Severability.

If an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, then the invalid or unenforceable part will be severed from the Terms while the remaining parts of these Terms will remain in full force and effect.

II. Communications from Opulous.

By using our Services, you consent to receiving electronic communications from Opulous (including email, SMS messages, or other types of messages). We may also send you promotional communications via email we think will be of interest to you. You can choose to unsubscribe from communications through the Service or your mobile device's operating system.

JJ. No Ownership Interest, Claim or Loan.

1. You understand and agree that your purchase, sale, holding, receipt and use of any MFTs, other Digital Tokens or assets from the Services does not:
 - i) represent or constitute a loan or a contribution of capital to, or other investment in Opulous or its Affiliates;
 - ii) provide you with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in Opulous or its Affiliates; and
 - iii) create or imply or entitle Users to the benefits of any fiduciary or other agency relationship between Opulous, its Affiliates, or any of its directors, officers, employees, agents.
2. You further accept that MFTs and OPUL shall not under any circumstances be deemed to be or treated as:
 - i) a debt or liability of any nature owed by Opulous or any of its Affiliates to you or any other entity;
 - ii) any form of financial derivative including, but not limited to, a futures contract, forward contract, option, swap or warrant;
 - iii) a contract for difference of any form or kind or any other contract, the purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price of an asset or an index;
 - iv) any commercial paper or negotiable instrument;
 - v) any commodity or asset that any person is obliged to redeem or purchase;
 - vi) any note, bond, warrant or other certificate that entitles you to repayment of the purchase price or part thereof, any interest, dividend or any other kind of return on the purchase price or part thereof by Opulous, its Affiliates or any other entity;
 - vii) an interest or share in any investment fund or collective investment scheme;
 - viii) the pooling of monies with the aim of spreading investment risk;
 - ix) entitling you to participate in any profits or gains from the acquisition, holding, management or disposal of assets; and/or any security, capital markets product, investment or equivalent terms in any jurisdiction.

KK. General Terms.

1. **Reservation of Rights.** Opulous and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property

rights. You acknowledge that the Services are protected by copyright, trademark, and other laws. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

2. **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Opulous and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Opulous and you regarding the Services.
3. **Assignability.** You may not assign or transfer these Terms, by operation of law or otherwise, without Opulous' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Opulous may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
4. **No Waiver.** No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
5. **Notices.** Any notices or other communications provided by Opulous under these Terms will be given:
 - i) via email; or
 - ii) by posting to the Opulous Platform.For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.
6. **Waiver of Rights.** Opulous' failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Opulous. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

LL. **Feedback.** We welcome feedback and suggestions for our Services. You agree that any feedback provided to us can be used at our discretion in any manner, without notice and without compensation to you.

MM. **Contact Information.** If you have any questions about these Terms or the Services, please contact Opulous at support@opulous.org.