



## TERMS OF USE

Last updated on July 29, 2022

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU USE THE SOCIALPASS WEBSITE, DOWNLOAD A SOCIALPASS TICKET, OR USE ANY OTHER SOCIALPASS SERVICES, BECAUSE THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS INCLUDING, WITHOUT LIMITATION, WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY, AND YOUR INDEMNITY TO US. THESE TERMS OF USE ALSO REQUIRE THAT YOU USE ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS, JURY TRIALS, OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

### **Acceptance of the SocialPass Terms of Use**

These Terms of Use are entered into by and between you and SP Tech Group, Inc. ("**SocialPass**," "**we**" and "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**" and "**Agreement**"), govern your access to and use of the Site (defined below).

**By using the Site, or by clicking to accept these Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy, and our Acceptable Use Policy which is incorporated herein by this reference.** If you do not agree with these Terms of Use, the Privacy Policy, or the Acceptable Use Policy you must not access or use the Site.

The Site is offered and available to users who are 18 years of age or older. By using the Site, you represent and warrant that you are at least 18 years of age and are otherwise legally competent to enter into this Agreement. If you are less than 18 years old or are otherwise not legally competent to enter into this Agreement, you must not access or use the Site, regardless of any consent from your parent or guardian. We do not knowingly collect information from or direct any of our content specifically to children under the age of 18. If we learn or have reason to suspect that you are a user who is under the age of 18, we will unfortunately have to stop providing certain aspects of the Site to you. Other countries may have different minimum age limits, and if you are below the minimum age for providing consent for data collection in your country, you may not use the Site.

If the Site will be used on behalf of a business entity (such as on behalf of your employer), then you agree to these Terms of Use on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that entity as well as yourself.

We may revise and update these Terms of Use from time to time in our sole discretion. Unless we state otherwise, if you continue to use the Site after such notification, these Terms of Use as modified will apply to you. If you do not agree with any modification to these Terms of Use, your sole and exclusive remedy will be to discontinue use of the Site.

### **Interpretation and Certain Definitions**

As used in these Terms of Use:

- The words "include," "includes," and "including" are not limiting and are deemed to be followed by the words "without limitation"; the word "or" is not exclusive; words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and words denoting any gender include all genders.
- "**Content**" means, collectively, all content, information and material made available by SocialPass or our Suppliers on or through the Site, including, without limitation, text, photos, images, graphics, designs, artwork, animations, music, audios, videos, and software applications, whether or not downloadable, as well as all layout design and look and feel elements of the Site. Content does not include information provided by Event Organizers concerning their Events or other User Material.
- "**Event**" means a physical or virtual event (including for entertainment, educational, charitable, and other purposes), marketing and promotional campaign, and other instances where NFT token-gating is used to authenticate and authorize entry or participation by Participants using the Site.



- **“Event Organizer”** means a person or entity that creates, organizes, promotes, registers, tickets, or gates Events for Participants using the SocialPass Services.
- **“NFT”** means a blockchain-tracked, non-fungible token.
- **“Participant”** means any person or entity that views, receives an invite to, otherwise obtains information on an Event, any person or entity that downloads or otherwise receives a SocialPass ticket to an Event, and any person or entity that attends or otherwise participates in an Event. You are a **“Participant”** when you do any of these things.
- **“Site”** means the SocialPass website or web application for creating, organizing, promoting, registering, ticketing, and token-gating Events, including any content, functionality, and services offered on or through the Site.
- **“Suppliers”** means third parties that provide software, data, or other information technology products, services, or support to SocialPass, or that have licensed their intellectual property or other proprietary rights to SocialPass, for use in connection with the Site.
- **“User Material”** means content, information, or material that you or other users originate and make available to others on or through the Site, but excluding: (i) content, information or material that belongs to SocialPass or our Suppliers; and (ii) personal information that you provide to us (such personal information is governed by our Privacy Policy). Any content, information, or material provided by Event Organizers in connection with or relating to their Events is User Material.
- A **“Wallet”** means a digital wallet provided and maintained by a third-party wallet operator (e.g., Metamask), which allows the holder or an authorized user of the wallet to send, receive, and store cryptocurrencies and other blockchain-based assets.

#### **Additional Terms**

You agree to abide by our Acceptable Use Policy whenever you access or use the Site.

To the extent SocialPass or our Suppliers adopt and publish additional terms, rules or policies for the Site, services offered through the Site, any Content, you accept and agree to be bound by such additional terms, rules, and policies, as applicable to your use of the Site, services, or Content in addition to these Terms of Use.

From time to time, SocialPass or our Suppliers may conduct sweepstakes, contests, giveaways, and other promotions on or through the Site, and participation in such sweepstakes, contests, giveaways, or other promotions will be subject to their official rules (as prescribed by SocialPass or Supplier) in addition to these Terms of Use.

#### **Events**

Events are created and conducted by the Event Organizer and not by SocialPass. Your participation in an Event may be subject to additional terms, rules or policies adopted by the Event Organizer (**“Event Terms”**). By way of example only, official rules may apply to sweepstakes, contests, giveaways, and other promotions by the Event Organizer, the Event Organizer might place age restrictions on the Event, or the Event Organizer might prohibit resale of tickets to the Event. SocialPass does not determine Event Terms and is not responsible or liable for Event Terms or for enforcing them. To the extent that Event Terms conflict with these Terms of Use, these Terms of Use will govern your use of the Site.

It is entirely the Event Organizers’ responsibility to accept, honor and fulfill all registration, ticketing, merchandise, or other commitments in connection with their Events, and SocialPass will have no responsibility or liability for any failure by any Event Organizer to do so. It is entirely Organizer’s responsibility to mint and distribute NFTs as applicable for their Events, to accurately set Wallet content parameters for their Events, and to assess and collect any additional payments or other consideration that they may require from Participants for their Events, and SocialPass will have no responsibility or liability for any failure by any Event Organizer to do so. SocialPass has no obligation to publish any Event or to continue to support an Event after publication. It is entirely the Event Organizers’ responsibility to ensure that all information appearing on the Site concerning their Event, and the Event itself, meets all applicable local, state, provincial, national and other laws, rules and regulations, and SocialPass will have no responsibility or liability for any failure by any Event Organizer to do so.



### **Consent to Electronic Communications**

By providing your email address, registering for an Event, or accessing the Site, you consent to receiving electronic communications from us that are related to your use of the Site. These electronic communications may include emails and notifications posted on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via email or posted notifications satisfy any legal requirement that the same be in writing.

### **Ticket Registration**

By registering for an Event on the Site, you represent and warrant that all information you submit is your own information and is truthful and accurate. You understand and agree that we may immediately suspend or terminate your access to the Site and any tickets if we have any reason to believe that you have misrepresented or provided false account information to us. You are responsible for all activities on the Site under your Wallet, including those of any other user you allow to access your Wallet, and any misconduct by you or any such user may result in immediate suspension or termination of your access to the Site and any tickets in our discretion.

### **Mobile Service Charges**

If you use the Site on a mobile device, or if you send or receive electronic communications to or from us on a mobile device, your wireless carrier may impose data or other charges, and you understand and agree that you will be solely responsible for any and all such charges from your wireless carrier.

### **Compliance With Export Control Laws**

You agree not to export, re-export, or transfer, directly or indirectly, the Site, or any U.S. technical data acquired from the Site, or any products utilizing such data, in violation of the (U.S.) export laws or regulations. By accessing the Site, you represent and warrant that: (i) you are not located in, and you are not a national or resident of, Burma (Myanmar), Cuba, Iran, North Korea, Sudan, or Syria; (ii) you are not located in, and you are not a national or resident of, a country that is subject to a United States embargo, or that has been designated as a “terrorist supporting” country; and (iii) you are not listed on any United States government list of prohibited or restricted parties. You are not allowed to use the Site if we identify your IP address or address of residence or use of the Site as originating from any such country or if we have reason to believe that you are listed on any United States government list of prohibited or restricted parties.

### **Reservation of Rights**

We reserve the right to modify or discontinue any or all of the Site, any Content, and any Events at any time in our sole discretion, with or without notice. We will not be liable to you or to any other user, if for any reason any or all of the Site, any Content, or any Event becomes unavailable at any time or in any location. We reserve the right to suspend or terminate your access and use of the Site and any tickets, if we determine (in our sole judgment) that you are in violation of these Terms of Use or any applicable law, or that your use of the Site may expose SocialPass or any of our affiliates or Suppliers to liability of any kind or may adversely affect the brands or reputation of us or our Suppliers.

### **User Feedback**

If you submit ideas, suggestions, comments, or other feedback concerning the Site or Content (whether solicited or unsolicited) (“**Feedback**”) to SocialPass or its Suppliers, you understand and agree that: (i) SocialPass and our affiliates and Suppliers, including our and their successors and assigns, will be free to copy and use your Feedback for any and all commercial and noncommercial purposes (including, without limitation, for marketing, advertising, promotion, and product/service development); (ii) your Feedback submission is voluntary and consensual and is made without any condition or reservation of rights, including, without limitation, any condition of compensation, payment, credit, attribution, secrecy or confidentiality; (iii) your Feedback submission does not give rise to any contractual, fiduciary or confidential relationship of any kind (whether express or implied) between you and SocialPass or our Suppliers; and (iv) your Feedback submission may be used and retained indefinitely by SocialPass and our affiliates and Suppliers, including our and their successors and assigns.



### **User Interactions**

You must adhere to the following guidelines when interacting with other users on the Site (including when communicating with other users via any text or audio chat functions that may be available on the Site):

- Please treat others with courtesy and respect.
- Please do not use foul language, profanity, obscenity, or make threatening, harassing, or discriminatory remarks toward others.
- Bullying, trolling, spamming, phishing, impersonation, and other abusive behaviors are strictly prohibited.

If you violate the foregoing guidelines, we may immediately suspend or terminate your account in our discretion.

### **Use of Chat Functions and Social Media Features**

By using any text or audio chat functions that may be available on the Site to communicate with other users, you acknowledge and agree that SocialPass and our Suppliers reserve the rights (i) to monitor and moderate user communications and remove any communications that SocialPass or our Suppliers may deem (in our or their sole discretion) to be offensive, inappropriate, or otherwise violative of these Terms of Use and (ii) to record, log, and retain copies of user communications for product improvement, data research, and archival purposes.

Please exercise utmost discretion and caution if you choose to reveal personal information that identifies you or another person in text or audio communications with other users. Personal information revealed may be used by others in a way that is offensive or harmful to you or another person, or in a way that violates your or another person's rights. If you choose to reveal personal information to another user, you do so of your own volition and at your own risk, and you acknowledge and agree that SocialPass and our Suppliers will not be responsible or liable for other users' use or misuse of information revealed by you, and you waive any and all claims against SocialPass or our Suppliers based upon or by reason of other users' use or misuse of information revealed by you.

The Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain Content on the Site.
- Send e-mails or other communications with certain Content, or links to certain Content, on the Site.
- Cause limited portions of Content on the Site to be displayed or appear to be displayed on your own website or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the Site or its Content that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **User Material**

Certain features of the Site may provide users with the ability to upload, post, display, transmit or distribute User Material. By using such features, you agree to abide by our Acceptable Use Policy and further acknowledge and agree as follows:

- You warrant that your User Material does not violate any third party's rights.
- You grant to SocialPass and our Suppliers an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable and transferable license to make your User Material available to others on or through the Site.
- We and our Suppliers reserve the right to retain copies of your User Material for internal backup/archival purposes, or as may be required by applicable law.
- We and our Suppliers are not responsible or liable for others' retention, use or misuse of any User Material that you have made available to others on or through the Site.
- You are solely responsible for backing up your User Material, and we and our Suppliers are not responsible for any loss or corruption of your User Material.
- We and our Suppliers reserve the right to remove and block or disable access to your User Material, if it is determined by us or our Suppliers that your User Material violates these Terms of Use or any applicable law, may expose SocialPass or any of our Suppliers to liability of any kind, or may adversely affect the reputation or goodwill of SocialPass or any of our Suppliers.
- All User Material is subject to our Copyright Infringement Policy as set out below.

### **Copyright Infringement Policy**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on the Site infringe your copyright, you may request removal of those materials by submitting written notification to our copyright agent designated below. In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective.



Our designated copyright agent to receive DMCA notices is:

Legal Department  
SPTech Group, Inc.  
251 Little Falls Drive  
Wilmington, Delaware 19808  
dmca@socialpass.io

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### **Third-Party Content and Links from the Site**

The Site includes content provided by third parties, including materials provided by our Suppliers and by Event Organizers. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by SocialPass, are solely the opinions and the responsibility of the person or entity providing those materials. Third-party materials do not necessarily reflect the opinion of SocialPass. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Site may contain links to third-party websites and applications or you may be directed to our Supplier's website for completion of a transaction ("**Third-Party Services**"). When you connect to a Third-Party Service, we are not obligated to warn you that you have left the Site. Such Third-Party Services are not under the control of us or our affiliates or Suppliers, and we disclaim all representations, warranties and responsibility for, such Third-Party Services. When you leave the Site you will be subject to the agreements and policies, including privacy and data gathering practices, of the applicable Third-Party Service.

### **Intellectual Property**

- **SocialPass Intellectual Property:** Other than intellectual property licensed from or provided by our Suppliers, all of the Site and Content, including all copyrights, trademark rights, trade dress rights, patent rights, and other intellectual property and proprietary rights therein and thereto, are the property of SocialPass or our affiliates, and are protected by intellectual property and other laws in the United States and other countries. Any unauthorized use of our trademarks, copyrights, or other intellectual property rights is strictly prohibited and may give rise to civil or criminal liabilities.

Subject to your compliance with these Terms of Use and applicable laws, we grant you a non-exclusive, non-transferable, revocable, conditional and limited license to access and use the Site and Content for your own lawful personal and noncommercial use only. This license is personal to you, is not transferable or sublicenseable to others, and may be revoked and terminated by us at any time and for any reason (including if you violate these Terms of Use or any applicable law). Any unauthorized use, copying, reproduction or distribution of the Site or Content is strictly prohibited and may result in civil or criminal liabilities. We reserve all rights not expressly granted herein or in the applicable NFT License Terms.

Without limiting the foregoing, if you download, unlock, receive, purchase, or otherwise acquire any Content from the Site, you acknowledge and agree that you are only authorized to retain and use such Content for your own lawful personal and noncommercial use only and that, unless expressly otherwise permitted by SocialPass or our affiliates, you must not sell, offer to sell, distribute, transfer, license, transmit, or otherwise disseminate such Content or any duplicate or derivative work thereof, to others.

- **Our Suppliers' Intellectual Property:** Intellectual property licensed from or otherwise made available by our Suppliers remains the property of our Suppliers including, for example, music, sound-recordings, videos, artwork, graphics, designs (including 2-D and 3-D), photographs, names, likenesses, trademarks, taglines, trade dress, logos and other brand identifications of our licensor Suppliers, of our business partner Suppliers, and of third-party sponsors and advertisers. Any unauthorized use of our Supplier's trademarks, copyrights, or other intellectual property rights is strictly prohibited and may give rise to civil or criminal liabilities. Unless expressly otherwise permitted by the Supplier (including, for example, in the applicable NFT License Terms), you must not sell, offer to sell, distribute, transfer,



license, transmit, or otherwise disseminate any of our Suppliers' intellectual property or any duplicate or derivative work thereof, to others.

Acceptable wallets are subject to change at any time in SocialPass's sole discretion. By using a Wallet, you represent and warrant that you are the lawful holder or an authorized user of such Wallet and that you are in compliance with all of the terms, rules and policies of the third-party Wallet operator in connection with your use of such Wallet. Transactions that take place outside of the Site are not managed by SocialPass or our Suppliers. Neither SocialPass or any of its Suppliers owns or controls MetaMask, any web browsers, the Ethereum network, or any other third-party site, product, or service that you may access to engage with the Site, and neither SocialPass nor any of its Suppliers are responsible for the operation of any such third-party site, product, or service. The operation and security of your Wallet is entirely the responsibility of the applicable third-party Wallet operator (e.g., Metamask). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT SOCIALPASS AND OUR AFFILIATES AND SUPPLIERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY DEFECT, ERROR, MALFUNCTION, FAILURE, OR BREACH OF SECURITY OF YOUR WALLET, OR FOR ANY DAMAGES OR LOSSES (INCLUDING ANY LOSS OF NFT, CRYPTOCURRENCY, OR OTHER DIGITAL ASSETS) YOU MAY INCUR AS A RESULT.

You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our or our Supplier's net income) now or hereafter claimed or imposed by any governmental authority (collectively, the "Taxes") associated with your use of the Site. You are solely responsible for determining what, if any Taxes, apply to your use of the Site or related to your participation in Events.

We accept no liability, and specifically disclaim all implied warranties, to complete any transaction that cannot be cleared by our or our Supplier's payment facilitator, whether because there are not sufficient funds available on your credit card, issues related to identity or localization or otherwise.

#### **Assumption of Risks**

You acknowledge that we have no control over and do not guarantee the quality, safety, accuracy or legality of any Event or User Material relating to an Event, the truth or accuracy of any information provided by other users including Event Organizer's or the ability of you or any other user to perform or actually complete any action using the Site. We have no responsibility to you for, and hereby disclaim all liability arising from, the acts or omissions of any of our Suppliers, any suppliers that an Event Organizer chooses to assist with an Event, or that you choose to contract with when using the Site. You understand and agree that some Events may carry inherent risk, and by participating in those Events, you choose to assume those risks voluntarily. For example, some Events may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Events.

There are risks associated with Internet-based digital assets, which include, but are 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 wallet. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT SOCIALPASS AND OUR AFFILIATES AND SUPPLIERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING THE SITE (INCLUDING WHEN REGISTERING FOR EVENTS), HOWEVER CAUSED.

All NFT transactions (purchase, sale, trading, transfer, etc.) are dependent upon the applicable third-party blockchain network (e.g., Ethereum). Smart contracts and third-party blockchain network technologies are still in an early development stage and unproven. Changes and updates to the applicable third-party blockchain network, a hard fork in the applicable third-party blockchain network, or a change in how transactions are confirmed on the applicable third-party blockchain network, may materially adversely affect the Site (including Event creation and registration) and the potential value or utility of NFTs.

Please be aware that hacks, cyber-attacks, distributed denials of service or errors, double-spent attacks, flash-loan attacks, vulnerabilities, defects or flaws in the applicable third-party blockchain network, or other events that are beyond our control may lead to partial or complete theft or loss of NFTs.

The legal and regulatory regime governing blockchain technologies, cryptocurrencies, NFTs, etc. is uncertain, and new regulations or policies may materially adversely affect the Site (including Event creation and registration) and the potential value or utility of NFTs.

**No Warranties: Limitation of Liability**

THE SITE AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE (INCLUDING ALL EVENTS) AND ALL CONTENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT: (i) THE SITE (INCLUDING ALL EVENTS) AND ALL CONTENT WILL BE ERROR-FREE, ACCURATE OR UP TO DATE, OR WILL BE UNINTERRUPTED, OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (ii) ANY DEFECT OR ERROR ON THE SITE OR IN ANY CONTENT WILL BE CORRECTED; OR (iii) THE SITE AND ALL CONTENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SOCIALPASS OR ANY OF OUR AFFILIATES OR SUPPLIERS BE LIABLE TO YOU, WHETHER UNDER A THEORY OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, OR LOSS OF DATA OR INFORMATION OF ANY KIND) ARISING OUT OF OR RELATED TO THE SITE, ANY CONTENT OR YOUR USE THEREOF, OR ANY EVENT OR YOUR PARTICIPATION THEREIN, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF SOCIALPASS OR ANY OF OUR AFFILIATES OR SUPPLIERS, AND ANY PERSON ASSOCIATED WITH ANY OF THEM, TO YOU (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT OF US \$25.

WITHOUT LIMITING ANY OF THE FOREGOING, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT SOCIALPASS AND OUR AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF (OR YOUR INABILITY TO USE) THE SITE, INCLUDING FROM ANY OF THE FOLLOWING:

- USER ERROR;
- INTERNET CONNECTION ISSUES, SERVER ISSUES, HARDWARE OR SOFTWARE ISSUES, OR CORRUPTION OR LOSS OF DATA;
- ANY ISSUE WITH THE APPLICABLE THIRD-PARTY BLOCKCHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES;
- ANY ISSUE WITH A WALLET YOU USE, INCLUDING, WITHOUT LIMITATION, WALLET ERROR, MALFUNCTION OR FAILURE, OR CORRUPTED WALLET FILES; OR
- UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE, OR AGAINST THE APPLICABLE THIRD-PARTY BLOCKCHAIN NETWORK, OR AGAINST A WALLET.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE DISCLAIMERS OR LIMITATIONS OF LIABILITY TO APPLY TO YOU, THE DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**Release and Indemnity**

You agree to release and forever discharge (to the fullest extent permitted by applicable law) SocialPass and our affiliates and Suppliers, including our and their successors and assigns, from any and all claims, actions, causes of action, liabilities, damages, costs and expenses (including, without limitation, those for bodily injury and emotional distress) arising out of or related to: (i) your use of the Site or any Content; (ii) your participation, or inability to participate, in any Event; or (iii) User Material (whether yours or others including of Event Organizers).

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH SECTION STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”





You further agree to indemnify and hold harmless SocialPass and our affiliates and Suppliers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns, from and against any third-party claim (including all liabilities, damages, losses, costs and expenses associated therewith) arising out of or related to: (i) your use or misuse of the Site or any Content; (ii) your violation of these Terms of Use, any other applicable rules, terms or policies, or any applicable law; (iii) your User Material; or (iv) your violation of any third party's rights.

#### **Governing Law and International Use**

All matters relating to the Site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods, if applicable, shall not apply to these Terms of Use.

We make no claims that the Site or any of its Content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and risk and you are responsible for complying with any and all applicable local laws and regulations.

#### **Dispute Resolution and Binding Arbitration**

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND SOCIALPASS AND OUR AFFILIATES AND SUPPLIERS, INCLUDING OUR AND THEIR SUCCESSORS AND ASSIGNS, ARISING FROM OR RELATING IN ANY WAY TO THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at +1-800-778-7879.) The United States Federal Arbitration Act will govern the interpretation and enforcement of this Section. If the dispute has a claimed value of not more than US \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than 15 years' experience as a practicing member of the bar in the substantive practice area related to the dispute. If the dispute has a claimed value of more than \$250,000, or if SocialPass elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel. Each party will select one member and the third member (who will be chair of the panel) will be selected by the two party appointed members or by the AAA. The arbitrator or panel will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator or panel will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator or panel will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

You agree to an arbitration on an individual basis. In any dispute, YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS OR ENTITIES IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

The foregoing provisions of this Section will not apply to any legal action taken by SocialPass to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to its intellectual property rights, its products, or its services. You agree that such claims may be brought in the state or federal courts located in



the city of Wilmington, County of New Castle, in the State of Delaware and you waive any objection to jurisdiction and venue in such courts.

ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES; OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

**Miscellaneous**

These Terms of Use, together with our Privacy Policy and Acceptable Use Policy, as well as our Event Organizer Terms and Conditions if applicable to you, and all other applicable terms, rules, and policies, constitute the entire agreement between you and SocialPass concerning the use of the Site and Content. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, all of which shall remain in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any provision of these Terms of Use that by its nature survives the termination of these Terms of Use shall survive such termination.

**Your Comments and Concerns**

All notices of copyright infringement claims should be sent to the copyright agent designated above in the section entitled "Copyright Infringement Policy" in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Site should be directed to:

info@socialpass.io