

## **TERMS & CONDITIONS**

**LAST UPDATED ON: 18<sup>th</sup> Jan 2022**

The following Terms & Conditions ("Agreement") are in furtherance of the arrangement by and between

Sarva Labs Inc., having registered office at 16192 COASTAL HWY, LEWES, Sussex, DE, 19958, USA (hereinafter referred to as "Sarva", "we", "us", "our", "Company") and the user/s (herein referred to as "User/Users" or "you") of the Platform

Sarva operates the website located at <https://market.moiverse.io/>. These terms and conditions govern the said website and any mobile application operated by Sarva, collectively termed the "Platform/Moiverse".

Both Sarva and the User shall hereinafter individually be referred to as "Party" and jointly be referred to as the "Parties"

### **INTERPRETATION**

*[The terms referred to in this Agreement, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall bear the same meaning as defined under the relevant statute/legislation.]*

*[References to Recitals, Articles, Clauses, Annexure or Schedules unless the context otherwise requires, shall mean references to recitals, articles, clauses, Annexure or schedules contained in this Agreement]*

*[All references in this Agreement to statutory provisions shall be construed as meaning and including references to any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force]*

*[All headings / subheadings / titles / subtitles to articles, clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Annexure and shall be IGNORED IN CONSTRUING THE SAME]*

*[Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa. Where the context so requires the masculine shall include the feminine]*

### **RECITALS**

### **WHEREAS**

- A. Sarva is engaged in the business of operating an E-Commerce Marketplace for Digital Assets under the brand name “Moiverse” and through website available at <https://market.moiverse.io/> and the Platform.
- B. Please note that the terms and conditions of this Agreement are binding upon the Parties and you are requested to read them carefully. Please note that we offer the services “as is” and without warranties. If you sign up with us on behalf of an entity other than yourself, you represent and warrant that you are authorized by such individual or entity to accept this Agreement on such entity’s behalf

By using, logging in or accessing or using the Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by the terms contained in this Agreement.

YOU ARE HEREBY REQUESTED TO READ THE TERMS AND CONDITIONS CAREFULLY SINCE THE SAME ARE BINDING UPON YOU

Furthermore, please note that:

- We are providing the information on the Platform for you, subject to your agreement to be bound by the terms and conditions set forth below
- **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT YOU MAY NOT ACCESS OR USE THE PLATFORM**

Therefore, by the affirmative act of agreeing to the terms, or by accessing, and/or using the Platform, you are indicating electronically that:

- i. You agree to be bound and abide by the terms of this Agreement
- ii. You agree to abide by the laws duly enforceable under the Applicable Laws of the Country
- iii. You agree that the information displayed by us through the website is “AS IS” and without warranties
- iv. You agree that that you shall not use the Platform if this is not permitted or is unlawful under your local and applicable laws
- v. THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, ITEMS, PRODUCTS AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS

OTHERWISE SPECIFIED IN WRITING. SARVA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES PROVIDED THROUGH THE PLATFORM IS AT YOUR SOLE RISK.

## **IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT USE THE SERVICES**

### **GENERAL**

The Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and us in connection with your visit to the Platform and your use of the Platform. This Agreement forms an E-Contract between the Parties as per the applicable laws.

Sarva reserves the right to update or amend the Terms and the other documents consisting of the Agreement at any time, as we reasonably deem appropriate. Upon any such change, we will post the amended terms on the Platform; we may also attempt to notify you in some other way. Your continuous use of the Platform following such posting shall constitute your affirmative acknowledgement of the Terms or other applicable Agreement document, the modification, and agreement to abide and be bound by the Terms or other applicable Agreement document, as amended. We encourage you to periodically review these Terms. If at any time you choose not to accept these Terms, including following any such modifications hereto, then you must stop using the Platform and uninstall the same.

### **1. DEFINITIONS**

- 1.1 **“Agreement”** means these Terms of Service and Privacy Policy along with its Annexures, Exhibits, inter-alia.
- 1.2 **“Affiliate”** of the User shall mean an entity directly or indirectly controlling, controlled by or under common control with the User where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

- 1.3 **“Confidential Information”** means any information, which shall include but is not limited to, all material and information supplied by any party which has or will come into other party's possession or knowledge of such other party in connection with its performance hereunder, including, without limitation, computer programs, technical drawings, algorithms, know-how, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, strategies or any other information disclosed by or related to the Customer, or where such information is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself.
- 1.4 **“Intellectual Property Rights”** means any and all current and/or future intellectual property rights, including (i) all forms of copyright and authors rights (including any and all rights that may be considered financial rights), database rights and rights in patents, designs, inventions, utility models, trade names, trademarks, service marks, rights in trade dress or get-up, goodwill, domain names, website addresses (URL), know-how, trade secret, rights to sue for passing off, unfair competition rights, moral rights and Confidential Information (whether registered or unregistered); (ii) applications for registration, renewals or extensions, and the right to apply for registration, renewal or extensions, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection (whether registered or unregistered), existing anywhere in the world from time to time
- 1.5 “NFT” for the purpose of this Agreement shall mean a unique crypto/ digital asset that represents rights to an underlying unit of data stored on a digital ledger, called a blockchain, that certifies a digital asset to be unique and therefore not interchangeable and includes the crypto/digital assets in the following forms:
- Any art (including without limitation, designs, drawings, prints, images in any form or media, including without limitation videos and photographs);
  - Audio files;
  - Collectibles;
  - Memorabilia;
  - Game assets;
  - Other assets;

## **2. PLATFORM SERVICES**

- 2.1 Sarva is providing a marketplace Platform to the users whereby the Users can register on the Platform and create a User Profile having information about the User and further use the platform for the purpose of purchase and sale of NFT's.
- 2.2 The Platform is also accessible for Users to create NFT, bid on any NFTs and further for any creators to sign up on the Platform and sell their created NFT

## **3. USAGE AND ACCOUNT REGISTRATION**

### **I. AGE:**

- 3.1 You must be 18 years of age or older to register, visit or use the Platform in any manner. By registering, visiting and using the Platform or accepting this Agreement, you represent and warrant to us that you are 18 years of age or older, and that you have the right, authority and capacity to use the Platform and its Services, and agree to and abide by this Agreement
- 3.2 We assume no responsibility or liability for any misrepresentation of your age
- 3.3 If you represent and are registering as a business entity, by accepting this Agreement you represent and warrant that such entity has sufficient authority under applicable law to enter into this Agreement and that you have the right, authority and capacity to bind the business entity to use the Platform and its services available and agree to and abide by this Agreement.

### **II. USER ACCOUNT:**

- 3.4 At the outset, the browsing of the Platform does not require you to create an account however, in order to avail the Service/s provided by Sarva as detailed in Clause 2, you are required to register and create a User Account with password ("User Account") on the Platform
- 3.5 At the time of registration, you shall be required to share information which may include personal information ("Personal Information") including but not limited to information regarding you e-mail ID, name, PAN details, Aadhar details and other relevant details. The information as provided by you to us for the purpose of this Agreement is governed by our Privacy Policy as mentioned at <https://moiverse.io/privacy-policy.html> on our Platform.

- 3.6 You agree that any registration information provided by you shall always be accurate, correct and complete. You agree to update your information if it changes by contacting us at [info@moiverse.io](mailto:info@moiverse.io). This is important, because we may send notices, statements and other information to you by email or through your account. You will keep all of yours Authorized Users' passwords and usernames confidential and will not share them with third parties. You are responsible for all actions taken through your accounts. You shall be solely liable for the accuracy of the information you provide us or post on the Platform, if any and we do not have any liability with regard to the satisfaction and liability of the result thereby.
- 3.7 You agree and understand that you shall be solely responsible for maintaining adequate security and control of any and all User IDs, Passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the User Account. Do not discuss, compare, or share information about your account number or password unless you are willing to give them full use of your User Account since the same may also include any credentials related to your personal bank account, ATM, UPI, details
- 3.8 Change in Information: Change of any information including email address and registered mobile number can be done through the requisite options as provided by us on the Platform
- 3.9 You understand that the Platform that you use on your laptop, phone or any other device is owned by us and we may automatically upgrade the Platform and that these Terms, which may or may not be amended at the time of such Platform upgrades shall apply to your use of the upgraded Platform as well. We reserve the right to terminate this agreement without any notice and suspend the account without assigning any reason.
- 3.10 By registering with us, you agree to receive communications from us via email, telephone, SMS and chat. If you, at any time, wish to discontinue receiving communications from us, you agree to notify us by email.

### **III. FEES**

- 3.11 By using the Services provided by the Platform including buying and selling NFTs, User hereby agrees to pay all applicable fees as stipulated on the Platform from time to time and on the screen at the time of your purchase, along with taxes, as applicable. Creating, buying, selling or transferring of NFTs may be subject to fees, commissions, royalties and other charges ("Fees") established from time to time in the sole discretion of Sarva. User

authorizes Sarva to automatically deduct fees directly from amounts payable to User and/ or add fees to User's payments to the Platform, where applicable. You agree that you are solely responsible for determining what, if any, taxes apply to your transactions on the Platform, in your personal capacity.

#### **4. REPRESENTATION AND WARRANTIES**

The User hereby represents and warrants that:

- 4.1 User understands and agrees that it can sign up and post certain content on the Platform, hereinafter referred to as "User Content".
- 4.2 User is not subject to any financial sanctions, embargoes or other restrictive measures imposed by the United Nations, European Union, any EU country, UK Treasury or US Office of Foreign Assets Control (OFAC), or any governmental authority in any jurisdiction in which the Platform is available.
- 4.3 You are not a citizen or resident of any of the countries, regions or jurisdictions where dealing in crypto assets and/or NFTs is prohibited or restricted.
- 4.4 By posting any User Content on the Platform, the User hereby grants to us and our affiliates and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, retransmit, publish, broadcast, and otherwise disclose to third parties any such material for any purpose.
- 4.5 User owns and controls all rights in and to your User Content and have the right to grant such licenses to us and our affiliates and our respective licensees, successors, and assigns; and all of your User Content will comply with these Terms
- 4.6 User is responsible for any User Content submitted on the Platform, and the User solely, and not Sarva, has full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Sarva is not responsible or liable to any third party for the content, accuracy, or appropriateness of any User Content posted on the Platform

#### **5. CODE OF CONDUCT**

You agree and undertake to use the Platform strictly abiding by the following principles:

- 5.1 Subject to compliance with these terms, we grant you a non-exclusive, limited privilege to access and use the Services provided by this Platform.

- 5.2 You agree to use the Services, Platform and the materials provided therein only for purposes that are permitted by: (a) the Terms; and (b) any applicable law, regulation or generally accepted practices or guide in the relevant jurisdictions.
- 5.3 You will not promote or try to gain unauthorized access or exceed the scope of authorized access in our Platform and its connected network.
- 5.4 You will not attempt to gain unauthorized access to any portion or feature of Platform, or any other systems or networks connected to our Platform.
- 5.5 You will not interfere with another User's use of the Platform.
- 5.6 You will not violate any law currently in force in the territory or outside.
- 5.7 You will not attempt or otherwise impersonate another person during the use of Platform.
- 5.8 You will not probe, scan or breach the vulnerability of our Platform or any network connected to our Platform.
- 5.9 You will not use any automatic device, program, or methodology including but not limited to "deep-link", "page-scrape", "robot", "spider" or other such means, or any similar manual process, to access, acquire or copy any portion of the Platform or any content within.
- 5.10 You will not collect or store data about other users.
- 5.11 You will not reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform whatsoever.
- 5.12 You will not upload, publish, host, transmit, display, modify, update or share any information that, in our sole discretion:
  - i. involves an illegal or unauthorized use of copyrighted work;
  - ii. Is not belonging to you or to which you have no rights;
  - iii. Refers to any Platform or URL that contains material that is inappropriate;
  - iv. Contains software viruses, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - v. Is grossly racial, harmful, sexual, harassing, defamatory, obscene, pornographic or otherwise unlawful in any manner whatsoever

## **6. RESTRICTIONS**

You are also prohibited from:

- 6.1 Violating or attempting to violate the integrity or security of the Platform;
- 6.2 Transmitting any information, including messages, hyperlinks etc. on or through the Platform that is disruptive or competitive to the provisions of the Platform;
- 6.3 Intentionally submitting on the platform any incomplete, false or inaccurate information;
- 6.4 Copying or plagiarizing in any manner any of the Content or information available from the Platform.

Furthermore, You undertake that you shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that:

- 6.5 Belongs to another person and to which you do not have any right;
- 6.6 Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- 6.7 Infringes any patent, trademark, copyright or other intellectual proprietary rights of any third party;
- 6.8 Violates any law for the time being in force;
- 6.9 Impersonates another person;
- 6.10 Harms minors in any way;
- 6.11 Deceives or misleads the addressee about the origin of such messages or communicates any information that is grossly offensive and menacing in nature;
- 6.12 Threatens the unity, integrity, defence, security or sovereignty of the territory, friendly relations with foreign states, or public order or cause incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

## **7. PAYMENT GATEWAY**

- 7.1 The Platform, for the purpose of provision of services from the Platform, shall provide a third-party payment gateway mechanism on the Platform which may require the

collection of sensitive information such as financial data, credit card numbers, etc. In such instances, a secure server connection will be used. Depending on the browser, an iconic image of a locked padlock may appear on the bottom line of the browser window to indicate this condition

- 7.2 Payment Gateway. Information relating to electronic transactions entered via the Platform shall be protected by encryption technology; however, even though we take all necessary precautions to keep the information secured, we disclaim liability for any breach in security with regard to the same. For the purpose of payment gateways, we may partner with secure payment gateways. The Platform cannot interfere and does not interfere with the payment gateway mechanism/tools/application. The Platform has no access to the information that you may enter for making the payment through the payment gateway.
- 7.3 Your transaction and banking details or other information as required for internet banking or other payment instruments are held by our Payment Gateway partner. By creating a link to a payment gateway, we do not endorse the payment gateway, nor are we liable for any failure of products or services offered by such a payment gateway. Such a payment gateway may have a privacy policy different from than ours. All failures/errors/omissions of the payment gateway shall be solely on the payment gateway. You hereby consent that you shall not sue the Platform for any disputes that you may have with the payment gateway for any wrongdoing of the payment gateway. Platform is not responsible for the Payment Gateway Partner in any manner whatsoever
- 7.4 The User can, wherever feasible, use the various payment modes provided by the Platform for the purpose of placing pre-paid order. For making such payment, subject to the respective policies of the third party payment modes and gateways, the User may need to pay an additional processing charge as “transaction charge” in addition to the Product price, the same is absolutely subjective.
- 7.5 The Payment Gateway Service is being provided to the User so as to facilitate online payment. By using these services of the Payment Gateway, User expressly agrees that use of this online payment service is entirely at their own risk and cost.
- 7.6 The User further agrees and undertakes to provide correct and valid debit/credit card / Net Banking details. In default of the above conditions, Payment Gateway Service Provider shall be entitled to recover the amount of transaction from the user against whom the credit/debit card/Net banking has been used.

7.7 Further, Payment Gateway service provider/Bank also reserves the right to initiate any legal action for recovery of cost/penalty or any other punitive measure, as it may deem fit.

## **8. THIRD-PARTY LINKS**

8.1 User hereby understands and agree that this Platform contains links to other Internet websites and information provided by persons not affiliated with us. Such links are not endorsements or referrals of any products, services or information contained in such websites, and no information in any such website has been endorsed or approved hereby. No claims, promises, or guarantees about the completeness, accuracy, currency, content or quality of information contained in the links to and from this website are made; information provided and opinions expressed by others do not necessarily represent the opinion of the Platform. We have no control over the content of such unaffiliated websites and should you choose to visit a website we do not control. We will hold no responsibilities for the same. We expressly disclaim any and all liability resulting from reliance on such information or opinions. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources

## **9. INDEMNITY**

9.1 You agree to defend, indemnify and hold harmless Sarva, its directors, officers and employees, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) Your access to or use of the Platform (b) your breach of these Terms of Use or any applicable law(s); (c) You violating any rights of another person/entity, including infringement of their intellectual property rights; or (d) Your conduct in connection with the Platform.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 All the intellectual property related to the Platform, including but not limited to NFTs listed on the Platform, except those which have been identified as the intellectual properties of the other parties, shall remain the exclusive property of Sarva. The User

agrees not to circumvent, disable or otherwise interfere with security related features of the Platform or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Platform or the materials therein. The materials on the Platform or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

- 10.2 The information including, without limitation, the content, services and software displayed on or used in connection with the Website, the Application or the Platform, including for example text, photographs, html, source and object code, trademarks, logos, as well as its selection and arrangement, is owned by Sarva and other third parties, as applicable. You may use the content and information available on the Platform solely for your personal and non-commercial use.
- 10.3 You shall not distribute or use for commercial purpose any information or content belonging to Sarva, third parties, or other Users of the Platform and you shall not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the content available on the Platform. You may not scrape or otherwise copy the content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Platform; not to insert any code or product or manipulate the content of the Platform in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.
- 10.4 If you are using the Platform for the purpose of creating a NFT and are Creator, you hereby grant us the right to use your name and image for marketing or promotional purposes and agree that we may use or modify images from the NFTs that you create for marketing or promotional purposes. You also agree that we can use your biography and other public information about you to promote the NFTs that you create. You hereby represent and warrant that you will not infringe on the intellectual property of others and will not coordinate pricing of any NFTs with other Creators.
- 10.5 INFRINGEMENT NOTICE: If a User or other person believes that their intellectual property rights have been infringed, please feel free to write to us at [info@moiverse.io](mailto:info@moiverse.io) and we'll look into it accordingly

## **11. DISCLAIMERS & LIMITATION OF LIABILITY**

- 11.1 To the fullest extent permissible pursuant to applicable law, Platform disclaims all warranties of any kind, either express or implied, including but not limited to any implied warranties of accuracy, merchantability, fitness for a particular purpose, title or non-infringement.
- 11.2 Without limiting the foregoing, Platform does not warrant that access to the services will be uninterrupted or error-free, or that defects, if any, will be corrected. You expressly agree that your use of the Platform and your reliance upon any of its contents is at your sole risk.
- 11.3 In the event of any problem with the service or any of its content, you agree that your sole remedy is to cease using the services. Under no circumstances shall PLATFORM its affiliates or representative be liable in any way for your use of the service or any of its content, including, but not limited to, any errors or omissions in any content, any infringement by any content of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of the use of any content.
- 11.4 E-PLATFORM AND COMMUNICATIONS: You hereby understand, agree, and acknowledge that Moiverse is an online platform that enables you to use the services provided by the Platform. You further acknowledge and agree that Sarva is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the Platform
- 11.5 You acknowledge and undertake that you are accessing the services on the Platform and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through Moiverse. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers of NFTs and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between You and the other Users of the Platform. We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on Platform.

11.6 RELIABILITY: By using the Platform, you assume all risks associated with the use of this Platform, including any risk of your computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via Platform or your access to it. Platform shall not be liable for any special, incidental, or consequential damages, including, without limitation, lost revenues or lost profits, resulting from the use or misuse of the information contained on the Platform

11.7 Although every effort has been made to provide complete and accurate information, the Platform makes no warranties, express or implied, or representations as to the accuracy of content on this Platform. Platform assumes no liability or responsibility for any error or omissions in the information contained on the Platform or the operation of the Platform

11.8 You acknowledge and agree that we and/ or our affiliates shall not be liable for any damages you may suffer as a result of the transmission of confidential or sensitive information over the Internet, and that all such communications will be at your own risk.

11.9 We reserve the right, in our absolute sole discretion, to prohibit you from uploading any NFTs on the Platform. We are not required to monitor any User Content, but we may in our sole discretion, remove any User Content at any time and for any reason without notice. We may monitor the User Content to detect and prevent fraudulent activity or violation of these Terms

11.10 We specifically disclaim all liability for any loss, injury or damage of any kind that may result from and/or arise out of, or any way related to:

11.10.1. Any errors in or omissions from the Platform and its content, including but not limited to technical inaccuracies and typographical errors

11.10.2. Any third party websites or content therein directly or indirectly accessed through links, if any, including but not limited to any errors in or omissions there from

11.10.3. Your use of the Platform in any manner whatsoever

11.10.4. The Platform and its content in no manner intend to hurt any sentiments or be biased in favor of or against any particular person, society, gender, creed, nation, community or religion

11.10.5. In no event shall Sarva be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

- 11.10.6. the use or the inability to use the Services or Products
- 11.10.7. unauthorized access to or alteration of the user's transmissions or data
- 11.10.8. breach of condition, representations or warranties by the seller/manufacturer of the Product on the Platform
  
- 11.11 You understand and agree that your access and use of the Platform is subject to certain risks including without limitation:
  - 11.11.1. Price and liquidity of blockchain/ crypto assets, including the NFTs, are extremely volatile and may be subject to fluctuations;
  - 11.11.2. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs;
  - 11.11.3. Legislative and regulatory changes or actions may adversely affect the use, transfer, and value of the NFTs;
  - 11.11.4. NFTs are not legal tender and are not backed by any government;
  - 11.11.5. Transactions involving NFTs may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable;
  - 11.11.6. The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, and therefore the value of NFTs is subject to the potential for permanent or total loss of value should the market for NFTs disappear;
  - 11.11.7. NFTs are subject to the risk of fraud, counterfeiting, cyber attacks and other technological difficulties which may prevent access to or use of your NFTs.

You understand and agree that you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself. Sarva does not give any advice or recommendations regarding the NFTs. You understand and agree that you access and use the Platform at your own risk. You understand and agree that we will not be responsible for any communication failures, disruptions, errors, or distortions you may experience when using the NFTs or the Platform.

## **12. AVAILABILITY OF PLATFORM**

12.1 We take all reasonable care to ensure the availability of our Platform 24 hours a day, 365 days per year. However, the Platform may become temporarily unavailable due to planned and unplanned maintenance, brought about by server or other technical issues, or for reasons beyond our control. WE DO NOT WARRANT uninterrupted access to this Platform or any linked website or application. However, we may, but shall not be obliged to, issue a notice when we know of scheduled maintenance of any component of our Platform.

## **13. TERMINATION**

13.1 It is hereby understood and agreed that we reserve the right to terminate any User Account if the same violates any terms or guidelines for use of Platform or Services at our sole discretion without any notice to the User

13.2 Account can be deleted at the User's request or by Sarva, for misconduct and other reasons. After deletion, the User cannot access their account.

## **14. MISCELLANEOUS**

14.1 Electronic Contracting: Your affirmative act of using, accessing and testing the Platform constitutes your electronic signature to this Agreement, which includes our Privacy Policy, Acceptable Use Policy and Additional Terms, and your consent to enter into agreements with us electronically.

14.2 International Users: Our computer systems are currently based across the subcontinents of Europe and the USA, where data protection requirements and privacy regulations may be different than other parts of the world. If you create an online account on the Platform as a visitor from outside the above-mentioned territory, you will have agreed to the terms of this Privacy Policy and our Terms of Use, you will have consented to processing of all such information in the applicable territory, and you will have agreed that your personal information will be subject to the requirements of the privacy regulations of the applicable territory, which may not offer an equivalent level of protection as certain other countries.

14.3 Entire Agreement: This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, including the Privacy Policy, Disclaimer, constitute the entire agreement between you and us and supersede all previous written

or oral agreements. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Sarva to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

14.4 Assignment: We may assign this contract at any time, including without limitation to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

14.5 Force Majeure: We shall not be liable to the User or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond our reasonable control:

- a. act of God, explosion, flood, tempest, fire or accident;
- b. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c. acts of restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
- d. import or export regulations or embargoes;
- e. interruption of traffic, strikes, lock-outs, other industrial actions or trade disputes (whether involving our employees or of a third party);
- f. interruption of Service or operation, difficulties in obtaining raw materials labour fuel parts or machinery;
- g. power failure or breakdown in machinery.

Upon the happening of any one of the events set out in Condition 14.5 as above, Sarva may at its discretion:

- a. fully or partially suspend delivery/performance while such event or circumstance continues;

- b. terminate any Contract so affected with immediate effect by notifying the User and Sarva shall not be liable for any loss or damage suffered by the User as a result thereof.

14.6 Breaches Of These Terms And Conditions: Without prejudice to the user's other rights under these terms and conditions, if you breach any of these terms and conditions in anyway, we may take such action as deemed appropriate to deal with the breach, including seeking of legal remedy, suspending your use, access to the Platform, prohibiting you from accessing the Platform, blocking electronic devices using your IP address from accessing, using and testing the Platform and/or contacting your internet service provider to request that they block your access to the Platform.

14.7 Survival and Severability. Those sections of this Agreement which, by their nature, are intended to survive termination (including disclaimers of warranties, indemnification, and provisions regarding intellectual property rights) shall so survive any termination or expiration of this Agreement. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be considered, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect.

14.8. UPDATES AND MODIFICATIONS: We reserve the right, at our sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Platform and/or services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/or features and such new features and/or services shall be subject to the terms and conditions of this Agreement.

14.9 Arbitration: In the event of any dispute or difference between the Parties hereto, whether arising during the currency or after the completion of this Agreement, or after the determination thereof (whether for breach or for any other reason) in regard to any matter or thing of whatsoever nature arising out of this Agreement or in connection therewith, then either Party shall give to the other notice, in writing, of such dispute or difference and the same shall be settled by arbitration in Delaware, USA in accordance with the Uniform Arbitration Act or any statutory modification or substitution thereof.

14.10 Governing Law: These terms shall be governed by and constructed in accordance with the laws of Delaware without reference to conflict of laws principles and disputes arising

in relation hereto shall be subject to the exclusive jurisdiction of the courts at Delaware, USA.

## **15. CONTACT INFORMATION**

15.1 If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at [info@moiverse.io](mailto:info@moiverse.io). If any Other Party(s) has any questions concerning these Terms of Use, or anything related to any of the foregoing, we can be reached at the contact information available from the following hyperlink :<https://moiverse.io/>.

## **16. FEEDBACK AND INFORMATION**

16.1 Any feedback you provide at the Platform, by electronic mail or otherwise, including data, questions, comments, suggestions or the like shall be deemed to be non-confidential and non-proprietary. Sarva and its affiliates shall be free to use such information for any purpose on an unrestricted basis