

Oxalus Aggregator Term of Service

Last Updated: January 1st, 2023

1. Introduction

Oxalus (“we,” “us,” or “our”) is the leading blockchain software development company. With a focus on utilizing decentralized technologies, such as NFT, our software is powering a revolution in commerce and finance. Oxalus hosts a website, oxalus.io, that serves information regarding Oxalus and our offerings, as well as sub-domains for our product offerings , which include text, images, audio, code and other materials or third party information.

These Terms of Service (“Terms”) govern your access to and use of the Oxalus website(s), and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view and explore, interact with web3 platforms, and use our tools, at your own discretion, to connect directly with others to purchase, sell, or transfer NFTs on public blockchains (collectively, the “Service”).

For purposes of these Terms, “user,” “you,” and “your” means you as the user of the Service. If you use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 14 BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY

DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

We are not a wallet provider, exchange, broker, financial institution, or creditor. We aggregate other web3 marketplaces to help users discover NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs. To use certain aspects of our Service, you must use a third-party wallet which allows you to engage in transactions on blockchains.

We are not party to any agreement between any users. You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Service and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

We reserve the right to change or modify these Terms at any time and 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 or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. 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 and conditions that apply when you access or use the Service.

2. Accessing the Service

Like much of web3, your blockchain address functions as your identity when you use the Service. Accordingly, you will need a blockchain address and a third-party wallet to use certain aspects of the Service.

By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with Oxalus, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised.

You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that you are not (a) a Resident of a jurisdiction in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (b) a Resident listed in the blacklist and/or restricted list of any jurisdiction.

We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, we, in our sole discretion, may disable and block your ability to access the Service until we are able to process such additional information and documents. If you

do not provide complete and accurate information in response to such a request, we may refuse to restore your access to the Service.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that we, in our sole discretion, may elect to take.

We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use the Service through a parent or guardian's approval and oversight. That parent or guardian is responsible for your actions using the Service. It is prohibited to use our Service if you are under 13 years old.

3. Ownership

The Service, including its "look and feel" (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, our logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of Oxalus or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply our endorsement, sponsorship, or recommendation.

4. License to Access and Use Our Service and Content

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Service provided, however, that such license is subject to your compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Service as permitted by these Terms, provided that your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

5. Third-Party Content and Services

As a web3 marketplace aggregation service, we help you explore NFTs created by third parties and interact with different blockchains. We do not make any representations or warranties about this third-party content visible through our Service, including any content associated with NFTs displayed on the Service, and you bear responsibility for verifying the legitimacy, authenticity, and legality of NFTs that you purchase from third-party sellers. We also cannot guarantee that any NFTs visible on the Service will always remain visible and/or available to be bought, sold, or transferred.

NFTs may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT (“Purchase Terms”). For example, when you click to get more details about any of the NFTs visible on the Service, you may notice a third party link to the creator’s website. Such website may include Purchase Terms governing the use of the NFT that you will be required to comply with. We are not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for

communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms.

The Service may also contain links or functionality to access or use third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties (“Third-Party Materials”). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under our control, and may be “open” applications for which no recourse is possible. We are not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. We provide links to these Third-Party Websites and Third-Party Applications only as a convenience and we do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

6. User Conduct

To protect our community and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include: removing the ability to view certain NFTs on the Service or use our Service to interact with the NFTs; disabling the ability to use the Service in conjunction with buying/selling/transferring NFTs available on blockchains; disabling your ability to access our Service; and/or other actions.

You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

- Use or attempt to use another user's wallet without authorization from such user;
- Pose as another person or entity;
- Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;
- Distribute spam, including through sending unwanted NFTs to other users;
- Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Bypass or ignore instructions that control access to the Service, including but not limited to attempting to circumvent any rate limiting systems, accessing any APIs without an API key we assign to you, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to us;
- Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- Sell or resell the Service;
- Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that we might use to sort search results;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- Use the Service for money laundering, terrorist financing, or other illicit finance;
- Access or allow others to use the Service if you or they are (a) a Resident of a jurisdiction in which access to or use of the Services is prohibited by applicable law,

decree, regulation, treaty, or administrative act, (b) a Resident listed in the blacklist and/or restricted list of any jurisdiction, (c) are prohibited by applicable law from doing so, or (d) have had your or their access to the Services suspended or disabled. You will not, and will not allow others to, use or access the Service in any manner that violates applicable law, including all applicable export control and trade sanctions laws of any applicable governmental authority;

- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, selling, or buying securities, commodities, options, or debt instruments;
- Use the Service to create, sell, or buy NFTs or other items that give owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- Infringe or violate the intellectual property rights or any other rights of others;
- Create or display illegal content, such as content that may involve child sexual exploitation;
- Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual;
- Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service. Finally, by using the Service, you understand the importance of DYOR – doing your own research. You bear full responsibility for verifying the authenticity, legitimacy, identity, and other details about any NFT, collection, or account that you view or otherwise interact with in conjunction with our Service. We make no guarantees or promises about the identity, legitimacy, or authenticity of any NFT, collection, or account on the Service.

7. Intellectual Property Rights

You are solely responsible for your use of the Service and for any information you provide, including compliance with applicable laws, rules, and regulations, as well as these Terms, including the User Conduct requirements outlined above.

By using the Service in conjunction with creating, submitting, posting, promoting, or displaying content, or by complying with our metadata standards in your metadata API responses, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you submit or post on or through the Service for our current and future business purposes, including to provide, promote, and improve the Service. This includes any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Service.

We do not claim that submitting, posting, or displaying this content on or through the Service gives us any ownership of the content. We're not saying we own it. We're just saying we might use it and show it off a bit.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any content that you create, submit, post, promote, or display on or through the Service. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above, and that the content does not violate any laws.

Oxalus is an aggregator of web3 marketplaces. To that end, any Digital Millennium Copyright Act (“DMCA”) takedown notices and/or other intellectual property infringement claims should be directed to the underlying web marketplace(s).

8. Indemnification

By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold us harmless, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “Oxalus Parties”), from and against all actual or alleged 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 Service, content, NFTs, or content linked to or associated with any NFTs (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, including another user or third-party, and (e) your negligence or wilful misconduct. You agree to promptly notify us of any Claims and cooperate with the Oxalus Parties in defending such Claims. You further agree that the Oxalus Parties shall have control of the defense or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US.

9. Disclaimers

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WE EXPRESSLY DISCLAIM WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY FOR WHETHER THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. WE DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. 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 SERVICE. WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, CONTENT LINKED TO OR ASSOCIATED WITH ANY NFTS, OR ANY NFTS YOU INTERACT WITH USING OUR SERVICE OR OUR SERVICE PROVIDERS’ SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM THE OXALUS PARTIES OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. 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.

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 NFTS, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR

MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.

NFTS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ASSOCIATED BLOCKCHAIN (E.G., BINANCE SMART CHAIN). ANY TRANSFERS OR SALES OCCUR ON THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM). OXALUS AND/OR ANY OTHER OXALUS PARTY CANNOT EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS. NO OXALUS PARTY IS RESPONSIBLE OR LIABLE FOR ANY SUSTAINED 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 NFTS. NO OXALUS PARTY IS 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 THE NFTS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

10. Assumption of Risk

You accept and acknowledge:

- The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT

prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.

- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs.

- The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.

- You are solely responsible for determining what, if any, taxes apply to your transactions. We are not responsible for determining the taxes that apply to your NFTs.

- There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.

- We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally,

11. Limitations of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL OXALUS OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR

THE SERVICE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF OXALUS OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICE. ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS OR THIRD-PARTY SITES, AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF OXALUS ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, OR ANY OXALUS PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY OXALUS FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

12. Dispute Resolution; Arbitration

- Dispute Resolution. Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with us and limits

the manner in which you can seek relief from us. This section does not govern disputes between users or between users and third parties. We do not provide dispute resolution services for such disagreements and the parties must resolve those disputes directly.

- **Applicability of Arbitration Agreement.** You agree that any dispute, controversy, or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Oxalus, will be resolved by binding arbitration, rather than in court, including threshold questions of the arbitrability of such dispute, controversy, or claim except that (1) you or us may assert claims in small claims court, but only if the claims qualify, the claims remain only in such court, and the claims remain on an individual, non-representative, and non-class basis; and (2) you or us may seek injunctive or equitable relief in a court of proper jurisdiction if the claim relates to intellectual property infringement or other misuse of intellectual property rights.

- **Dispute resolution process.** You and Oxalus both agree to engage in good-faith efforts to resolve disputes prior to either party initiating an arbitration, small claims court proceeding, or equitable relief for intellectual property infringement. You must initiate this dispute resolution process by sending a letter describing the nature of your claim and desired resolution. Both parties agree to meet and confer personally, by telephone, or by videoconference (hereinafter “Conference”) to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation. If you are represented by counsel, your counsel may participate in the Conference as well, but you agree to fully participate in the Conference. Likewise, if we are represented by counsel, our counsel may participate in the Conference as well, but we agree to have a company representative fully participate in the Conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process and Conference required by this paragraph. 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.

- **Arbitration Rules and Forum.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of Company's services and/or products, including the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim, except as permitted herein. You and Company agree that any Claim will be settled by final and binding arbitration, administered by SIAC ("Singapore International Arbitration Center") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English. Judgment on the arbitration award may be entered in any court that has jurisdiction. Notwithstanding the foregoing, you and Company will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court and your claim remains on an individual, non-representative and non-class basis.

- **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, unless both you and we agree to such consolidation. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. While the arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms, the arbitrator may do

so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- **Waiver of Jury Trial.** YOU AND OXALUS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Oxalus are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the second bullet of this Section 12, above ("Applicability of Arbitration Agreement"). An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- **Waiver of Class Actions, Representative Actions, and Class Arbitrations.** You and Oxalus agree that each party may bring Claims against the other party only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including without limitation federal or state class actions, or class arbitrations. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and Company agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties.

- **Severability.** Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

- **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with us.
- **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective.

13. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your access to and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. 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. The section headings used herein are for reference only and shall not be read to have any legal effect. You are responsible for compliance with applicable local laws. You and Oxalus agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

14. How to Contact Us.

You may contact us regarding the Services or these Terms by e-mail at support@oxalus.io.