

TERMS OF SERVICE

Thank you for using Pledge Mint, a peer-to-peer web3 service that helps users discover and directly interact with each other in respect of non-fungible tokens (“NFTs”) on public blockchains, which is developed and made available by Web3 Technologies Ltd (trading as Pledge Mint), a company incorporated under the laws of England and Wales (Registration No. 1389419) having its registered office at 20-22 Wenlock Road, London, England, N1 7GU (the “Company”).

Pledge Mint is an online platform which makes NFT projects visible to the public via marketplace listings and enables the owners / controllers / creators of NFT projects to make their NFT collections available to the public for wallet registration and/or pre-sales on a trust-less smart contract on the blockchain known as a “Pledge” or “Pledging”. Our site is made available to the public free of charge and is subject to the terms and conditions set out in these Terms of Service.

To facilitate the Pledge Mint marketplace, the Company offers a range of services to owners / controllers / creators of NFT projects as follows (“Creator Services”):

- (a) Technology tools and a website to facilitate the offering on a peer-to-peer basis pre-sale services in respect of existing and future NFT projects which enable potential customers of the relevant NFT project to (i) indicate interest for purchasing a NFT at the relevant sale event and (ii) to “Pledge” for NFTs using cryptocurrencies which is held in escrow by the owners and/or controllers of the NFT project on a trust-less smart contract on the blockchain.
- (b) Analytical tools for project teams to assess performance of their pre-sale or project interest, to conduct marketing communications and CRM.

These Terms of Service govern your use of our site and any services that we provide.

Please read these Terms of Service carefully, as they (among other things) provide in Clause 10 that you and the Company will arbitrate certain claims instead of going to court and that you will not bring class action claims against the Company. By using our site and the Services you agree to be bound by all terms and conditions in these Terms of Service. If you do not agree to these terms and conditions, you must not use our site or any of our services.

These Terms of Service refer to the following additional terms, which also apply to your use of our site and/or the Services:

- Our Privacy Policy <https://bit.ly/3ag7cGv>.
- Our Cookie Policy <https://bit.ly/3OGUiQV>, which sets out information about the cookies on our site.

We amend these terms and conditions from time to time. Every time you wish to use our site, please check these terms and conditions to ensure you understand the terms that apply at that time. These terms were most recently updated on 4th July 2022.

We may update and change our site from time to time to reflect changes to our services.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of the terms and conditions of these Terms of Service, and that they comply with them.

1. Connecting your wallet

1.1 We do not have custody or control over the NFTs or blockchains that you interact with using our site or the Services and we do not execute or effectuate purchases, transfers, or sales of NFTs. To use the Services, you must use a third-party crypto wallet which allows you to engage in transactions on blockchains.

2. Pledging

2.1 By choosing to make a “Pledge” via our site, you will be asked to connect and then authorise a blockchain transaction via a compatible cryptocurrency wallet. You are solely responsible for ensuring that your crypto wallet is connected to the correct site and that the details of the transaction are correct before signing any transaction.

2.2 “Pledging” involves a transfer of cryptocurrency from your third-party wallet (in an amount and on the terms to be specified by the relevant NFT project in respect of which a Pledge is being made) to an escrow smart-contract on a public blockchain. You hereby acknowledge that an additional transaction fee (known as a “gas” fee) may be payable to effect the blockchain transaction, the amount of which will be determined by network factors and is outside of the Company’s control.

2.4 “Un-pledging” involves a transfer of cryptocurrency from the escrow smart-contract on a public blockchain where you initially made a “Pledge” to your third-party wallet (in an amount you initially placed a “pledge”). You hereby acknowledge that an additional transaction fee (known as a “gas” fee) may be payable to effect the blockchain transaction, the amount of which will be determined by network factors and is outside of the Company’s control.

2.5 The Company does not act as a trustee or agent and does not hold cryptocurrencies on trust, or have any obligation to in debt or otherwise in respect of any amount of cryptocurrency transferred via the Pledge Mint platform on our site. It is important that you understand that the NFT projects which offer the option to Pledge via our site have full control over the pre-payments made and when those prepayments are drawn down as consideration for NFTs.

2.6 The inclusion of a NFT project on our site whether in the form of a marketplace listing or otherwise should not be taken as an endorsement by the Company of the NFT project or any entities or individuals connected with the relevant NFT project. Cryptocurrencies and NFTs are high risk and high volatile digital assets and you hereby

acknowledge that you have a responsibility to carry out your own research and due diligence before deciding to Pledge or otherwise interact with any NFT project via our site. The provision of our services to you and the content contained on our site does not constitute any form of financial advice. You hereby acknowledge that our site and its content are for general information only.

3. Wallet registration

- 3.1 Our site also provides a facility by which potential customers of NFT projects can register their crypto wallets in advance of a primary sale of certain NFT collections (for example, to register a place on an “allowlist” or “whitelist” or equivalent).
- 3.2 By registering your wallet with an NFT project via our site, you do so on the terms and conditions specified by the relevant NFT project (in respect of which we accept no responsibility).

4. Creator Services

Our agreement to provide Creator Services to you

- 4.1 If you are an owner / controller / creator of an NFT project, we may in our sole discretion agree to provide you with access to the Creator Services subject to the terms and conditions set out in these Terms of Service and those of any separate agreement between us. For the avoidance of doubt, we may refer to you below as a “Creator”.
- 4.2 We reserve the right to withdraw and/or suspend the Creator Services and your access to them (a) as a result of any breach of the terms of these Terms of Service and/or (b) in our sole discretion. In such an event, we will try to give you reasonable notice of our decision but shall be under no legal obligation to do so.

Acceptable use

- 4.3 By using the Creator Services, you agree not to use the site and/or any of our services in relation to any activities associated with or in connection to: (i) any violation of any law, rule or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (ii) illegal or fraudulent goods or services, including, but not limited to, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety, illegal online gambling / wagering, escort services, prostitution, pyramid schemes, unlicensed sale of firearms and certain weapons or any type of money laundering; or (iii) any activity that the Company deems, in its sole discretion, may be associated with a high level of risk, may create liability for the Company or may cause the Company to lose the services of any third party service providers. You may not use the site and/or our services in any manner that in the Company’s sole discretion could damage, disable, overburden, impair or interfere with any other party’s use of it. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Software. You agree not to scrape any content from our site and/or our services or use any automated means to access, download or gather information from our site and/or our services other than

such automated means which may be intentionally made available by the Company, and agree not to bypass any robot exclusion measures the Company may put into place.

- 4.4 You warrant each any every time that you make use of a feature that allows you to upload content to our site, or to make contact with other users of our sit, you have complied with the standards set out in clause 4.2 above, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 4.5 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.
- 4.6 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 4.7 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in clause 4.2 above.

Representations and warranties

- 4.8 You represent, warrant and covenant to the Company, that: (a) you have the full power and authority to enter into these Terms of Service; (b) the execution of these Terms of Service and performance of its obligations under these Terms of Service does not violate any other agreement to which you are a party; and (c) these Terms of Service constitutes a legal, valid and binding obligation of such party when executed and delivered.
- 4.9 You also represent, warrant and covenant to Company that in connection with these Terms of Service or the Software, you will not attempt to: (i) violate any laws, rules or regulations or infringe or otherwise violate any third party rights; (ii) use the site or any of our services if the Company has banned or suspended you; or (iii) defraud the Company or any other person. Any potentially illegal activities undertaken in connection with our site and/or our services may be referred to any authorities deemed appropriate by the Company in its sole discretion.
- 4.10 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

No partnership or agency

- 4.11 Nothing in these Terms of Service is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of

another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 4.12 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Rights you are giving us to use the material you upload

- 4.13 When you upload or post content to our site, you hereby grant the Company a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service in perpetuity unless you notify us in writing.

Limitation of liability

- 4.14 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 4.15 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our site; or use of or reliance on any content displayed on our site. In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

5. We are not responsible for websites we link to

- 5.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 5.2 We have no control over the contents of those sites or resources. If you use such links, you will leave our website. You acknowledge and agree that the Company is not responsible and shall have no liability for the content of such third party sites and services, products or services made available through them, or any use or interaction with such sites.

6. We are not responsible for viruses and you must not introduce them

- 6.1 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 6.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this

provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

7. Disclaimers; No Warranties

7.1 THE SITE, OUR SERVICES AND ANY SOFTWARE CODE, BLOCKCHAIN CODE OR TECHNOLOGY, DOCUMENTATION, INFORMATION OR OTHER MATERIALS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH OUR SITE AND/OR OUR SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DO NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF OUR SITE AND/OR OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE AND/OR SERVICES OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

8. Privacy

- 8.1 We will only use your personal information as set out in our <https://bit.ly/3ag7cGv>.
- 8.2 The Privacy Policy, as may be updated by the Company from time to time in accordance with its terms, is hereby incorporated into these Terms of Service, and you hereby agree to the collection, use and disclose practices set forth therein.

9. Limitation of liability

9.1 Save in relation to our Creator Services, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10. Arbitration

These Terms of Service shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with these Terms of Service shall be referred to arbitration in London under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The

seat, or legal place of the arbitration shall be London, which shall be in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.. The language to be used in the arbitral proceedings shall be English.

All aspects of the arbitration, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

The parties agree that each party may bring claims against the other only on an individual basis and not as a claimant / plaintiff or class member in any purported class or representative action or proceeding, unless both parties agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding.

11. Miscellaneous

- 11.1 Governing law. These Terms of Service and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 Assignment. These Terms of Service are personal to you and you may not assign any of your rights or obligations under these Terms of Service with the prior written consent of the Company. The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms of Service.
- 11.3 Non-Waiver. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.4 Severability. If any provision or part-provision of these Terms of Service is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms of Service.
- 11.5 Entire Agreement. These Terms of Service contain the whole agreement between the parties relating to the subject matter hereof and supersede all previous and contemporaneous agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter.
- 11.6 Non-reliance. Each party acknowledges that, in entering into these Terms of Service, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to these Terms of Service or not) other than as expressly set out in these Terms of Service.