

# Ownix Terms and Conditions

Last Updated: August 5, 2021

Welcome to Ownix! Ownix provides a marketplace platform which enables users to create, mint and trade non-fungible tokens, upload digital assets and trade and sell assets among Platform users (the "Platform"). These Terms and Conditions (these "Terms") are entered into by and between you and Digital Collections Ltd ("Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference, govern your access to and use of the Platform, including any content, functionality, and services offered on or through [www.ownix.com](http://www.ownix.com) (the "Site").

## 1) Accepting these Terms

These Terms and Conditions set out your rights and responsibilities when you use the Site and/or the Platform, including (but not limited to) to mint, create, buy, sell, display or collect non-fungible tokens ("NFT") (collectively, the "Services"), so please read them carefully.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE OR PLATFORM. BY ACCESSING OR USING THE SITE, SERVICES, OR SMART CONTRACTS YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, YOU ARE PROHIBITED FROM ACCESSING, USING, OR TRANSACTING ON THE SITE OR PLATFORM. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT THE COMPANY IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS.

The Company provides a platform that allows to perform transactions between a buyer and a seller but is not a party to any agreement between the buyer and seller of NFTs or between any users. By clicking on the "I Accept" button, completing the account registration process, or using the Site, you accept and agree to be bound and abide by these Terms and Conditions and all of the terms incorporated herein by reference. By agreeing to these terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms and Conditions, you must not access or use the Platform or the Site.

Please note that Section 18 contains an arbitration clause and class action

waiver. By agreeing to these Terms and Conditions, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action.

The Company reserves the right to change or modify these Terms and Conditions at any time and in our sole discretion. You agree and understand that by logging into your account, accessing or using the Site or Platform, following any change to these Terms and Conditions, you agree to the revised Terms and Conditions and all of the terms incorporated therein by reference. We encourage you to review the Terms and Conditions from time to time to ensure that you understand the terms and conditions that apply when you access or use the Site.

## 2) Your Account

You need to create an account with the Platform to use the Services (the "Account"). When you create an account, we will ask you for some information about yourself. We may require you, in our sole discretion, to provide additional information and/or documents. If you do not provide complete and accurate information and/or documents in response to such a request, we may refuse to provide you with the Services.

Your Account is subject to the following conditions:

- **Access:** you understand and agree that access to your Account is limited solely to you. You agree that you will not sell, rent, lease, permit usage, transfer in any way or grant access to your Account to any person without our prior written permission.
- **Security:** you understand and agree that you are solely responsible for maintaining the security of your account and control over any user names, passwords, or any other codes that you use to access the Services. Any unauthorized access to your account by third parties could result in the loss or theft of NFTs and/or funds held in your account and any associated accounts, including your linked bank account(s) and credit card(s). You understand and agree that you will not hold us responsible for managing and maintaining the security of your account, or for losing your password. You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your account. You are responsible for monitoring your account and for keeping your password. If you notice any unauthorized or suspicious activity in your account, please notify us immediately.
- **Trading Fees:** by using, buying, placing bids or selling NFTs or digital assets on the Platform, you agree to pay all applicable fees and you authorize the Company to automatically deduct fees directly from your payment. The amounts of fees payable will be provided to you prior to the payment of such fees.

- **Communication:** you agree and understand that we will communicate with you via electronic means. To ensure that you receive all of our communications, you agree to keep your email address and telephone number current and notify us if there are any changes. You agree that any notices, agreements, disclosures, or other communications delivered to your email address on record is considered valid.
- **Unclaimed Property:** if the Company is holding funds in your account and has no record of your use of the Service for several years, we may be required, upon passage of applicable time periods, to report these funds as unclaimed property in accordance with the abandoned property and escheat laws. If this occurs, we will use reasonable efforts to give you written notice. If you fail to respond within seven business days or as required by law, we may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or administrative fee from such unclaimed funds, as permitted by applicable law.

### 3) Account Suspension

You agree that the Company has the right to immediately suspend your account, pause or cancel your access to the Services, or close your account if we suspect, in our sole discretion, that (1) your account is being used for money laundering or any illegal activity; (2) you have concealed or provided false identification information or other details; (3) you have engaged in fraudulent activity; or (4) you have engaged in transactions in violation of these Terms and Conditions.

### 4) Communication

You agree that we may send you promotional communications by email, including, but not limited to, newsletters, special offers, surveys, and other news and information we think will be of interest to you.

You agree that we may send you communications by email or text message that pertain to the status of a purchase or sale of an NFT or a Token on the Platform, and other communications that pertain to your interaction with the website, including but not limited to notifications about the status of an NFT or a Token you are interested in purchasing.

You may opt out of promotional communications at any time by following the instructions provided therein.

### 5) User Content

The Site allows (1) users to create a profile where they can post certain information about themselves, link to other websites, and display NFTs that they own (collectively, "Profile Information"); and (2) artists or creators of digital assets ("Creators") to post their digital assets ("Creations"), and bios

(collectively, with Profile Information, “User Content”). All User Content must comply with these Terms and Conditions.

Any Profile Information you post to the Site will be considered non-confidential and non-proprietary. By providing any User Content on the Website, you grant 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. You represent and warrant that (1) you own and control 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 (2) all of your User Content do and will comply with these Terms and Conditions.

You understand and agree that you are responsible for any User Content you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any User Content posted by you or any other user on the Site.

If you are a Creator, you hereby grant the Company the right to use your name and image for marketing or promotional purposes. If you are a Creator, you 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 Tokens that you create.

As a Creator, you understand and agree that:

- You are responsible for the accuracy and content of your Creations;
- Any Creation that violates any of the Company’s policies may be obfuscated or deleted by the Company, in its sole discretion;
- You will respect the intellectual property of others; and
- You will not coordinate pricing with other Creators.

We reserve the right, in our sole discretion, to prohibit you from uploading your Creations. Although we are not required to monitor any User Content, we may, in our sole discretion, remove User Content at any time and for any reason without notice. The Company may monitor User Content to detect and prevent fraudulent activity or violation of these Terms and Conditions.

## 6) Ownership

Unless otherwise indicated in writing by us, the Site, all content, and all other materials contained therein, including, without limitation, the Company's logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, “Company's Content”) are the proprietary property of the Company or our affiliates, licensors, or users, as applicable. The Company's logo and any of

our products or service names, logos, or slogans that may appear on the Site or elsewhere are trademarks of the Company or our affiliates, and may not be copied, imitated or used, in whole or in part, without our prior written permission.

You may not use any Company Content to link to the Site or Content without our express written permission. You may not use framing techniques to enclose any Company Content without our express written consent. In addition, the look and feel of the Site and Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of the Company and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Notwithstanding anything to the contrary herein, you understand and agree that you shall have no ownership or other property interest in your account, and you further agree that all rights in and to your account are and shall forever be owned by and inure to the benefit of the Company.

## 7) Terms of Sale

By placing an order on the Platform, you agree that you are submitting a binding offer to purchase the non-fungible token (the "Token") from the Company or from another user, or service from the Company. Your bid is accepted and confirmed once the Platform displays the confirmation notice, and the winning bid will be the bid elected by the Company at its sole discretion. YOU HEREBY EXPRESSLY AGREE THAT THE SUPPLY OF TOKEN(S) BEGINS IMMEDIATELY AFTER THE CONFIRMATION PAGE IS DISPLAYED.

No refunds are permitted except with respect to any statutory warranties or guaranties that cannot be excluded or limited by law.

## 8) Intellectual Property

Outside the Company Content, all other trademarks, product names, and logos on the Site 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 trademark holder. Without limiting the foregoing, if you believe that third-party material hosted by the Company infringes your copyright or trademark rights, please file a notice of infringement by contacting the Company at [service@ownix.com](mailto:service@ownix.com).

In such event, please provide the Company's Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on Site or Platform of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a

written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

the Company's policy is to suspend or terminate the account of repeat infringers. The Company's response may depend on relevant aggravating or mitigating circumstances, but generally we will terminate an account if it is the subject of three valid infringement notices.

## 9) Your Use of the Platform

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site, the Platform and Content. Our grant of such license is subject to the following conditions:

- **Unlawful Activity:** you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity.
- **Abusive Activity:** you agree not to engage in any activity that poses a threat to the Company, the Site or the Platform, for example by distributing a virus or other harmful code, or through unauthorized access to the Site or other users' accounts.
- **Inappropriate Behavior:** you agree not to interfere with other users' access to or use of the Services.
- **Communication:** you agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotions, requests for donations, or spam; (2) harassing or abusing other users; (3) interfering with transactions of other users. You agree not to use data collected from the Site to contact individuals, companies, or other persons or entities outside the Site for any purpose, including but not limited to marketing activity.
- **Fraud:** you agree not to engage in any activity which operates to defraud the Company, other users, or any other person; or to provide any false, inaccurate, or misleading information to the Company.
- **Gambling:** you agree not to utilize the Services to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.
- **Taxes:** Neither the Company nor any other affiliate or related party thereof is responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto ("Taxes"), that apply to your transactions. You agree that you are solely responsible for determining what, if any, Taxes apply to your transactions and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate taxing authorities. Unless otherwise indicated on an applicable invoice, any amounts due in respect of a transaction are exclusive of sale, use, value added or similar Taxes ("Sales Taxes") which shall be your responsibility. Any

payments with respect to your transactions shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law requires the deduction or withholding of any Tax (a "Withholding Tax") from any such payment then the sum payable by you shall be increased as necessary so that after such deduction or withholding has been made the amount received is equal to the sum that would have been received had no such deduction or withholding been made. Upon our request, you agree to promptly provide a properly executed Internal Revenue Service Form W-9 or applicable Internal Revenue Service W-8 and any other tax form that is reasonably required by us so to comply with our tax reporting obligations.

- Intellectual Property Infringement: you agree not to (1) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law; (2) use Company Content (as defined in Section 7 above) without express written consent from the Company; or (3) engage in any action that implies an untrue endorsement or affiliation with the Company.
- Hyperlinks: you are hereby granted a limited, non-exclusive, non-transferable, revocable license to create a text hyperlink to the Site for noncommercial purposes, provided that such link does not portray the Company, our affiliates, or the Services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal materials, or other materials that is offensive, harassing, or otherwise objectionable.
- Additional Prohibitions: you agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any Content; (2) modify or create derivative works from the Site or Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site or Content; (4) download any portion of the Site or Content, other than for purposes of page caching, except as expressly permitted by us.

If you are unsure whether a contemplated use would violate these Terms and Conditions, please contact us at the address listed below under [Contact Information](#).

## 10) Privacy

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with the Company's Privacy Policy, which is incorporated into this User Agreement by reference.

## 11) Modifications

You agree and understand that we may modify part or all of the Platform or the Site or the Services without notice.

## 12) Risks

Please note the following risks in accessing or using the Site or the Platform: The price and liquidity of blockchain assets, including Tokens, are extremely volatile and may be subject to large fluctuations; Fluctuations in the price of other digital assets could materially and adversely affect Tokens or NFTs, which may also be subject to significant price volatility; Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Tokens or NFTs; Tokens or NFTs are not legal tender and are not backed by the government; Transactions in Tokens or NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable; Some transactions in Tokens shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction; The value of Tokens may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for Tokens, which may result in the potential for permanent and total loss of value of a particular Token or NFT should the market for that Token or NFT disappear; The nature of digital currencies and NFTs may lead to an increased risk of fraud or cyber-attack, and technical difficulties experienced by the Company may limit or prevent the access to or use of your NFTs or digital assets; Changes to Third Party Sites (discussed in Section 12 below) may create a risk that your access to and use of the Site will suffer.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that the Company does not give advice or recommendations regarding Tokens or NFTs, including the suitability and appropriateness of, and investment strategies for, Tokens or NFTs. You agree and understand that you access and use the Platform and the Site at your own risk; however, this brief statement does not disclose all of the risks associated with Tokens and NFTs and other digital assets. You agree and understand that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, the Site or the Tokens, however caused.

## 13) Third Parties

The Company may rely on third-party platforms to perform transactions or provide Services. Our Site or Platform may contain links to third-party websites or applications (collectively, "Third Party Sites"). The Company does not own or control Third Party Sites. You understand and agree that your use of any Third Party Site is subject to any terms of use and/or privacy policy provided by such Third Party Site. The Company is not a party to any such agreement. You should review any terms of use and/or privacy policy provided by such Third Party Site and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.



The Company provides these Third Party Sites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites, or their products or services. You use all links in Third Party Sites at your own risk. When you leave our Site, our Agreement and policies no longer govern. We may, but are not obligated to, warn you that you are leaving our Site.

## 14) Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY THE COMPANY, THE SITE, CONTENT CONTAINED THEREIN, AND TOKENS AND/OR NFTS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL (1) MEET YOUR REQUIREMENTS; (2) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (3) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

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 SITE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WHILE THE COMPANY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND CONTENT SAFE, THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, ANY TOKENS OR NFTS LISTED ON OUR SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

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 TOKENS OR NFTS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (1) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (2) SERVER FAILURE OR DATA LOSS; (3) CORRUPTED WALLET FILES; (4) UNAUTHORIZED ACCESS TO APPLICATIONS; (5) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR TOKENS.

TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE

ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT THE COMPANY OR ANY RELATED PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKENS.

The Company is not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features of Tokens or NFTs. The Company is not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting Tokens including forks, technical node issues or any other issues having fund losses as a result.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE AND CONTENT CONTAINED THEREIN.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 15) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SITE, 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 TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES, 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 THE COMPANY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE, CONTENT,

TOKENS, NFTS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SITE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE SERVICES IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF THE COMPANY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY THE COMPANY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY THE COMPANY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

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.

## 16) Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless the Company, 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 "Indemnified Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Content or Tokens, (b) any Feedback you provide, (c) your violation of these Terms and Conditions, (d) your violation of the rights of a third party, including another user or any Third Party Site and (e) your failure to pay any Withholding Taxes or Sales Taxes in connection with your transactions or to provide us with a properly executed tax form described in Section 9. You agree to promptly notify the Company of any third party Claims and cooperate with the Indemnified Parties in defending such Claims. You further agree that the Indemnified Parties shall have control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND THE COMPANY.

## 17) Governing Law

These Terms and Conditions, your use of the Platform and the Site, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms and Conditions shall be governed by the laws of the

State of Israel, as if these Terms and Conditions are a contract wholly entered into and wholly performed within the State of Israel.

## 18) Disputes

Please read the following agreement to arbitrate (“Arbitration Agreement”) in its entirety. This clause requires you to arbitrate disputes with the Company and limits the manner in which you can seek relief from us.

You agree that any dispute or claim relating in any way to: your access, use, or attempted access or use of the Site; any products sold or distributed through the Site; or any aspect of your relationship with the Company will be resolved by binding arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or the Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyright, or patent). You agree that any such arbitration shall be settled solely and exclusively by binding arbitration held in New York, New York, administered by JAMS and conducted in English, rather than in court.

Any such arbitration shall be conducted in accordance with the then-prevailing JAMS Streamlined Arbitration Rules & Procedures, except that any dispute involving claims and counterclaims over \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to the then-prevailing JAMS Comprehensive Arbitration Rules and Procedures.

The arbitrator shall have exclusive authority to (1) determine the scope and enforceability of this Arbitration Agreement; and (2) 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 part of this Arbitration Agreement is void or voidable; (3) decide the rights and liabilities, if any, of you and The Company; (4) grant motions dispositive of all or part of any claim; (5) award monetary damages and grant any non-monetary remedy or relief available to a party under applicable law, arbitration rules, and these Terms of Use (including the Arbitration Agreement). The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. 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. Such an award is final and binding upon you and us.

You understand that by agreeing to this Arbitration Agreement, you and the Company are each waiving their right to trial by jury and to participate in a class action or class arbitration.

If any part of this Arbitration Agreement is found to be invalid or unenforceable, then such part shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue to in full force and effect.

This Arbitration Agreement shall survive the termination of your relationship with the Company.

## 19) Termination

We reserve the right, without notice and in our sole discretion, to terminate your license to access or use the Site or Content, at any time and for any reason. You understand and agree that we shall have no liability or obligation to you in such an event.

## 20) Severability

If any term, clause, or provision of these Terms and Conditions is held invalid or unenforceable, then that term, clause, or provision shall be severable from these Terms and Conditions and will not affect the validity or enforceability of any remaining part of that term, cause, or provision, or any other terms, clause, or provision of these Terms and Conditions.

## 21) Entire Agreement

These Terms and Conditions comprise the entire agreement between you and the Company relating to your access to and use of the Site and Content, and supersede any and all prior discussions agreements, and understandings of any kind (including without limitation prior versions of this User Agreement). Except as otherwise provided herein, these Terms and Conditions 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.

## 22) Survival

You agree and understand that all provisions of these Terms and Conditions shall survive the termination or expiration of these Terms and Conditions.

## 23) Contact Information

If you have any questions, would like to provide feedback, or would like more information about Ownix, please feel free to email us at [service@ownix.com](mailto:service@ownix.com).

END OF AGREEMENT