

# MINTOLOGY - TERMS OF SERVICE

THESE TERMS OF SERVICE (THESE "**TERMS**") GOVERN SUBSCRIPTION TO AND USE OF MINTOLOGY'S SERVICES. "**MINTOLOGY**", AS HEREINAFTER REFERRED, IS A SERVICE PROVIDED BY MINTABLE PTE LTD. IF YOU RECEIVE A FREE TRIAL OF MINTOLOGY, THE APPLICABLE PROVISIONS OF THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL. BY ACCESSING OR USING MINTOLOGY'S WEBSITES AND SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS. IF YOU ARE ENTERING INTO OR ACCEPTING THESE TERMS ON BEHALF OF A LEGAL ENTITY AND/OR ENCOMPASSING A PERSON AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO BIND SUCH ENTITY/ PERSON AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE, THE TERM "**SUBSCRIBER**" SHALL REFER TO SUCH ENTITY/PERSON AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE MINTOLOGY'S SERVICES.

LAST UPDATED: **25/3/2023** EFFECTIVE DATE: **25/3/2023**

## 1. Agreement.

These Terms of Service (these "**Terms**") are made by and between the party on whose behalf they are accepted ("**Subscriber**") and Mintology and are effective as of the date they are accepted by Subscriber. "Mintology" means Mintable Pte Ltd., a Singapore incorporated company, with a registered office at 2 Veerasamy Rd, Singapore 207305 The Terms (the "**Agreement**") is made for the purpose of granting Subscriber a limited subscription to use the Mintology's API, support or other services (the "**Services**"). The "**Services**" are indicatively outlined in Schedule 1 of this Agreement and are subject to change, at the sole discretion of Mintology.

## 2. Free Trial.

- 2.1. If a Subscriber receives Mintology's **free trial** ("**Trial Account**") of one or more Services, at Mintology's discretion, Mintology will make such Services available to the Subscriber on a trial basis free of charge until the start of any paid subscription for such Services, or a termination by Mintology at its sole discretion.
- 2.2. Additional terms and conditions may appear on the registration website for a Trial Account and any such additional terms and conditions incorporated into this Agreement by reference are legally binding.
- 2.3. ALL TRIAL ACCOUNTS ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITHOUT ANY WARRANTY OR ASSURANCE OF SERVICE OF ANY KIND. TRIAL ACCOUNTS MAY BE SUSPENDED, TERMINATED, OR DISCONTINUED AT ANY TIME AND FOR ANY REASON (OR NO REASON). MINTOLOGY DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT (INCLUDING LIABILITY OTHERWISE PROVIDED FOR UNDER SECTION 13 (LIMITATION OF LIABILITY)) FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A TRIAL ACCOUNT, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO SUBSCRIBER DATA. ANY CONFIGURATIONS OR SUBSCRIBER DATA ENTERED INTO A TRIAL ACCOUNT, AND ANY CUSTOMIZATIONS MADE TO A TRIAL ACCOUNT BY OR FOR SUBSCRIBER, MAY BE PERMANENTLY LOST IF THE TRIAL ACCOUNT IS SUSPENDED, TERMINATED, OR DISCONTINUED.

## 3. Mintology's Obligations.

- 3.1. **Services.** Mintology will make the Services available to Subscriber according to

one or more online or written ordering documents (each a "**Service Order**"). For the avoidance of doubt, a Service Order can be in the form of automatic payments billed monthly, which an invoice will be provided to you based off a selected plan, metered billing, special plan priced billing, or invoicing directly and accepting wire transfers. The Agreement includes each Service Order.

- 3.2. **Compliance with Laws.** Mintology will comply with all applicable laws that are applicable to providing the Services, including but not limited to: (a) anti-money laundering, countering of terrorist financing, sanctions laws and sanctions regulations (collectively "**Compliance**"). The Subscriber will comply with all applicable laws.
- 3.3. **Documentation.** Mintology will make online documentation available at <https://docs.mintology.app/> (the "**Documentation**") that describe: (a) Mintology API technology made accessible as part of the Services ("**Mintology API**") and (b) usage guides for the Services.
- 3.4. **Security Measures.** Mintology will make commercially reasonable efforts to maintain administrative, physical, and technical safeguards for the security and integrity of the Services (the "**Security Measures**") consistent with industry standard practices.

#### 4. **Subscriber's Obligations.**

- 4.1. **Subscriber Data.** As between Mintology and Subscriber, Subscriber is responsible for Subscriber Data and the provision of correct Subscriber Data to the Services according to the Agreement. Subscriber is also responsible for utilizing the Services in accordance with applicable laws.
- 4.2. **Personnel and Performance.** Subscriber will be responsible for the performance of its personnel (including employees, servants, agents and contractors) in compliance with the Agreement. Subscriber enters into the Agreement on behalf of its Affiliates that make use of the Services.
- 4.3. **Non-Mintology Services.** Subscriber may choose to use services not provided by Mintology ("**Non-Mintology Services**") with the Services and in doing so grants Mintology permission to interoperate with the Non-Mintology Services as directed by Subscriber or the Non-Mintology Services. Unless specified in a Service Order: (a) Mintology does not warrant or support Non-Mintology Services, (b) as between Mintology and Subscriber, Subscriber assumes all responsibility and liability for the Non-Mintology Services and any disclosure, modification or deletion of Subscriber Data by the Non-Mintology Services and (c) Mintology shall have no liability for, and Subscriber is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation or relief due to, any unavailability of the Non-Mintology Services or any change in the ability of Mintology to interoperate with the Non-Mintology Services. For the sake of clarity it is disclaimed that no warranties and/or indemnification inclusive of obligations (if any) under this Agreement or otherwise shall not apply to any and all claims, relief, demands, costs, expenses, losses and/or damages of any nature resulting from or in connection with any use, misuse or abuse of Non-Mintology Services, including but not limited to (a) any addition to or modification of the Services in conjunction with Non-Mintology Services, without Mintology's express authorisation; (b) any combination of the Services with Non-Mintology Services; and (c) any addition or modification of the Services by Mintology in compliance with Subscriber's instructions or

customizations.

- 4.4. **Third Party Reports.** As an intermediary, Mintology may receive notices from third parties ("**Reporters**") regarding Subscriber Data or Subscriber's use of the Services ("**Reports**"). Mintology will forward all Reports directly to an email address provided by Subscriber designated to receive Reports (the "**Abuse Contact**"). Upon receipt of a Report, Subscriber will (i) acknowledge receipt of such report to Mintology within two (2) business days of receipt, failing which the receipt would be deemed to have been acknowledged on delivery and (ii) address the Report promptly with the Reporter, including informing the Reporter that Subscriber (and not Mintology) is the appropriate party to address the matter. Mintology may provide the Abuse Contact to a Reporter inquiring about Subscriber Data or Subscriber's use of the Services.
- 4.5. **Responsibilities.** Subscriber (a) shall use the Services in accordance with the applicable Documentation, applicable laws and regulations, and as per the terms of this Agreement; (b) shall be responsible for using best efforts to prevent unauthorised access to or use of the Services; (c) shall promptly notify Mintology of any unauthorised access or use of the Services; (d) shall promptly respond to Reports in accordance with Section 4.4 (Third Party Reports) and take appropriate action to resolve the reported matter; (e) shall not use the Services to store, transmit or display Subscriber Data for improper or fraudulent purposes or in violation of applicable laws and/or governmental regulations; (f) unless authorised shall not make the Services available to, or use the Services for the benefit of, anyone other than Subscriber's own personnel or end users; (g) shall not use the Services to store, transmit or display Malicious Code; (h) shall not interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein; (i) shall not attempt to gain unauthorized access to any of Mintology's datacentres, systems or networks; (j) shall not permit direct or indirect access to or use of the Services in a way that circumvents a usage or capacity limit of the Services or use the Services to access or use any of Mintology's intellectual property except as permitted under the Agreement; (k) unless authorised, shall not sell, resell, license, sublicense, distribute, redistribute, rent, or lease the Services except as integrated with its own offerings that provide additional functionality to its end users; (l) shall not copy, modify or create a derivative work of the Services or any part, feature, function, or user interface thereof; (m) shall not access the Services or use the Documentation to develop a competitive product or service; (n) except as permitted by applicable laws or governmental regulations, shall not reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any or all of the source code of the Services; (o) shall not alter, remove or obscure any copyright, trademark or other proprietary notices or confidentiality legend on the Services; (p) shall obtain and maintain appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including modems, hardware, servers, software, operating systems and internet access; (q) obtain and maintain any required consents necessary to permit the processing of Subscriber Data by Mintology under the Agreement; (r) obtain and maintain any consents necessary to permit the processing by Mintology of the personal information of Subscriber's personnel that serve as Subscriber's designated contact for purposes of the Services and the Agreement; and (s) shall not multiplex usage across different accounts on the services.
- 4.6. **Breach of Obligation and Termination.** If Mintology becomes aware that Subscriber may or has violated Subscriber's obligations under this Section 4

(Subscriber's Obligations), Mintology may, at its sole and absolute discretion, block Subscriber's access to the Services indefinitely or may terminate the Agreement immediately. Mintology may consider unblocking Subscriber's access to the Services if satisfied that Subscriber has taken any and all appropriate action to rectify the violation of Subscriber's Obligations to the satisfaction of Subscriber, including ceasing problematic usage, changing a configuration, updating account credentials or removing applicable Subscriber Data. Mintology also reserves the right to respond to notices of alleged copyright infringement and may block access to the applicable Service or terminate accounts of infringers. All limitations of access, suspensions, and terminations shall be made in Mintology's sole and absolute discretion and Mintology shall not be liable to Subscriber or any third party for any termination of Subscriber's account or access to the Services.

- 4.7. **Compliance with Laws.** Subscriber will comply with any and all laws and necessary regulations in Singapore and any relevant jurisdiction that are applicable to receiving the Services, including but not limited to: (a) anti-money laundering, countering of terrorist financing, sanctions laws and sanctions regulations (collectively "**Compliance Laws**").

## 5. Term and Termination.

- 5.1. **Term.** These Terms are effective during the term of any Service Order that incorporates the Agreement. Service Orders shall renew for successive terms, unless either party gives the other at least thirty (30) days' notice of nonrenewal at the end of the applicable term.
- 5.2. **Termination for Cause.** In addition to Mintology's right to terminate the entire Agreement under Section 4.6 (Breach of Obligation and Termination) at any time, Mintology may terminate the entire Agreement (a) immediately and without notice to the Subscriber of a material breach, (b) if the other party (c) becomes the subject of a notice of impending or actual proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors to the extent permitted by applicable laws or governmental regulations, (d) goes out of business or (e) ceases its operations, or ) if Mintology, in its sole discretion, suspects that the other party has or will breach any Compliance Laws
- 5.3. **Termination for Convenience.** Mintology may terminate this Agreement without cause by providing at least 2 days prior written notice to Subscriber.
- 5.4. **Survival.** Any term or condition that by its nature is clearly intended to survive the expiration or termination of the Agreement, shall survive any expiration or termination of the Agreement, including Sections 4.5(j), (k), (n), (o) and (p) (Subscriber's Obligations), Section 7.1 (Fees), Section 7.4 (Refund or Payment upon Termination), Section 8 (Confidentiality), Section 9 (Licenses and Proprietary Rights), Section 13 (Limitation of Liability), Section 14 (Exclusion of Consequential and Related Damages)

- 6 **Beta Services.** From time to time, Mintology may offer services identified as beta, pilot, developer preview, non-production, evaluation or by a description of similar import ("**Beta Services**"). Subscriber may accept or decline Beta Services. If accepted by Subscriber, Beta Services: (a) are provided only for evaluation purposes; (b) may not be relied on by Subscriber for production use; (c) may not be supported; and (d) may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire on the date that a version of the Beta Services becomes generally available or is discontinued. Mintology may discontinue Beta Services at any time in its sole discretion

and may never make Beta Services generally available. ALL BETA SERVICES ARE PROVIDED "AS IS" AND "AS AND IF AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. BETA SERVICES MAY BE TERMINATED AT ANY TIME. MINTOLOGY DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO SUBSCRIBER DATA. ANY CONFIGURATIONS OR SUBSCRIBER DATA ENTERED INTO BETA SERVICES, AND ANY CUSTOMIZATIONS MADE TO BETA SERVICES BY OR FOR SUBSCRIBER, MAY BE PERMANENTLY LOST IF THE BETA SERVICES ARE SUSPENDED, TERMINATED, OR DISCONTINUED.

## **7 Fees and Payment.**

**7.1 Prepaid Plan Fees.** Should the Subscriber select a prepaid plan, payment is required at the point of purchase. If the Subscriber's usage of the Services exceeds the allocated limit within the plan, the additional charges reflecting this excess usage of the Services via metering will be applied to the Subscriber's subsequent bill, in addition to the standard recurring subscription fee.

**7.2 Variable Usage Plan Fees.** Under variable usage plans, the Subscriber will be charged based on actual usage of the Services via metering, with the bill being presented subsequent to the provision of the Services.

**7.3 Payment Threshold for Metered Services.** Any time a Subscriber's outstanding balance for metered services reaches 1,000 U.S. Dollars ("**Threshold**"), the full amount becomes immediately due and payable. Once the Threshold is met, the card on file will be charged immediately.

**7.4 Specific Service Components.** There are certain components of the Services for which the Subscriber must make an upfront payment at the time of order placement.

**7.5 Payment.** Subscriber will pay forthwith all fees specified in Service Orders, including any premium amounts based on excess use, as may be agreed in Service Orders, and provide accurate and updated billing contact information. Except as set forth in a Service Order, all fees payable under the Agreement shall be made in U.S. Dollars. Minimum commitments in Service Orders are (a) based on Services purchased and not actual usage; (b) non-cancellable; and (c) cannot be decreased during the specified term. Fees paid for minimum commitments are not refundable for any reason. Subscriber's payments of fees are neither (x) contingent on the delivery of any future functionality or features nor (y) dependent on statements not set forth in the Agreement or any Service Order.

**7.6 Invoicing Terms.** If the Service Order specifies that payment will occur by a method other than a credit/debit card ("**card**"), Subscriber will provide a purchase order number in the applicable amount (or reasonable alternative proof of Subscriber's ability to pay the fees specified in a Service Order), and promptly notify Mintology of any changes necessary for payment of an invoice. Mintology will invoice Subscriber either annually or according to the billing frequency stated in the Service Order, as per Mintology's sole discretion. Invoices to be paid by cards are due on the invoice date, all other invoices are due ten (10) days from the invoice date. If any invoiced amount is not received by Mintology by the due date, then without limiting Mintology's rights or remedies: (a) those charges may

accrue late interest at the rate of 5% of the outstanding balance per month, or alternatively the maximum rate permitted by law, whichever is higher, and (b) Mintology may condition future subscription renewals and Service Orders on shorter payment terms. If Subscriber is paying for Services by card, Subscriber will provide Mintology's authorized payment processor with valid card information and promptly notify Mintology's authorized payment processor of any changes necessary to charge the credit card. The provision of card information to Mintology's authorized payment processor authorizes Mintology, through its authorized payment processor, to charge the card for all Services specified in a Service Order, and any renewal subscription subsequently. Subscriber acknowledges that Mintology will not have access to Subscriber's card information.

**7.7 Suspension of Service and Acceleration.** If any amount owed by Subscriber is 7 or more days overdue, Mintology may, without limiting any rights and remedies, accelerate Subscriber's unpaid fee obligations to become immediately due and payable, and block the provision of Services to Subscriber until the overdue amounts are paid in full.

**7.8 Refund or Payment upon Termination.** If Subscriber terminates the Agreement in accordance with Section 5.2 (Termination for Cause), Mintology will refund any prepaid fees covering the remainder of the term of applicable Service Orders after the effective date of termination subject any costs/deductions etc. If the Agreement is terminated by Mintology in accordance with Section 5.2 (Termination for Cause), Subscriber shall pay any unpaid fees covering the remainder of the term of all Service Orders. In no event will termination relieve Subscriber of its obligation to pay any fees payable for the period prior to the effective date of termination. If Subscriber terminates without cause prior to the end of the then current term, Subscriber shall be immediately liable for the balance of the fees for the remainder of the term and such fees will be paid forthwith.

**7.9 Taxes.** Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its Service Orders. If Mintology is obligated by law to pay or collect Taxes for which Subscriber is responsible, Mintology will invoice Subscriber and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate taxation authorities. Subscriber will provide Mintology any information Mintology reasonably requests to determine whether Mintology is obligated to collect Taxes. Mintology is solely responsible for taxes assessable against its income, property, and employees.

## **8 Confidentiality.**

**8.1 Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or, given the nature of the information and the circumstances of disclosure, should be understood to be confidential. Subscriber's Confidential Information includes the Subscriber Data; Mintology's Confidential Information includes the Services; and Confidential Information of each party includes but is not limited to the terms and conditions of the Agreement and all Service Orders, including pricing, business

and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by each party in connection with the Agreement. Confidential Information does not include information that: (a) is at the time of disclosure, or later becomes, generally known to the public through no fault of Receiving Party; (b) was known to the Receiving Party with no obligation of confidentiality prior to disclosure by Disclosing Party, as proven by records of Receiving Party; (c) is disclosed to Receiving Party by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligation; or (d) is at any time independently developed by Receiving Party without use of Disclosing Party's Confidential Information as proven by records of Receiving Party.

**8.2 Protection of Confidential Information.** Except as provided in Section 8.3 (Compelled Disclosure) Receiving Party shall not disclose or otherwise make available any Confidential Information of Disclosing Party to anyone except those of its employees, directors, attorneys, agents and consultants who: (a) need to know the Confidential Information in connection with the purpose of the Agreement and (b) who have previously agreed to be bound by confidentiality obligations no less stringent than those in the Agreement. Each party shall (x) safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information and (y) not use any Confidential Information of the other party for any purpose outside the scope of the Agreement.

**8.3 Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, then to the extent legally permitted, Receiving Party shall provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent practicable. If Receiving Party is compelled by law to disclose Disclosing Party's Confidential Information as part of a civil proceeding to which Disclosing Party is a party, and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **9 Licenses and Proprietary Rights.**

**9.1 Subscriber Data.** Subscriber grants Mintology a worldwide, nonexclusive, irrevocable, and license to store, copy, transmit, and display Subscriber Data and to interoperate with any Non-Mintology Services as necessary in order for Mintology to provide the Services in accordance with the Agreement. Subject to this license, Mintology acquires title, or interest from Subscriber under the Agreement in or to Subscriber Data.

**9.2 Feedback.** Subscriber grants to Mintology worldwide, perpetual, irrevocable, unfettered royalty-free perpetual permission to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Subscriber. The Subscriber waives all Intellectual Property rights and future claims associated with any suggestion, enhancement, request, recommendation, correction or other feedback provided by Subscriber.

**9.3 Support Related Deliverables.** Mintology grants Subscriber a worldwide, non exclusive, non-transferable, license to use for its internal business purposes

provided by Mintology for Subscriber and delivered by Mintology to Subscriber in connection with support services ("**Deliverables**"). Mintology shall retain all ownership rights to the Deliverables. Deliverables that are custom code written by Mintology to facilitate Subscriber's use of the Services that include any Subscriber Confidential Information shall remain subject to the confidentiality obligations under Section 8 (Confidentiality) and Subscriber shall retain all ownership rights to its Confidential Information. ALL SUCH CUSTOM CODE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. MINTOLOGY DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH CUSTOM CODE.

**Proprietary Rights.** The Services, Mintology API and the Documentation are the proprietary information of Mintology. Subject to the limited rights expressly granted in the Agreement, Mintology and Mintology's licensors reserve all right, title, and interest in and to the Services, Mintology API and the Documentation, including all related intellectual property rights. No rights are granted to Subscriber except as expressly set forth in the Agreement.

**10 Services Do Not Constitute Securities.** Mintology Services are intended to be used solely for their respective purpose, as may be provided in a Service Order, and may be used for, including but not limited to, generating unique digital assets or collectibles. No use of the Services under this Agreement should be considered as a means of creating securities or any form of financial instrument. Mintology does not permit the use of its services to create or mint any investment or financial instrument/asset. Mintology cannot and it does not make any representations or warranties regarding the NFTs created by the Subscriber; and/or any usage by the Subscriber. The Subscriber assumes all risks and responsibilities associated with any usage of Mintology. This is not limited to any decision made by the Subscriber or to external decisions, inclusive of but not limited to regulatory decisions, surrounding the Subscriber's usage of Mintology. The user acknowledges and agrees that any token, NFT or other digital asset minted or created using the Services should not and cannot be construed as a security or investment, and that Mintology shall not be liable for any losses, damages or expenses incurred as a result of the purchase, sale, transfer or use of such digital assets.

**11 Denied Persons Compliance.** Each party represents that it is not named on any government denied-party list of Singapore, United Nations, European Union, United States of America and United Kingdom ("**Sanctions Lists**").

**12 Anti-corruption.** Subscriber has not received or been offered any improper payment or equivalent from any Mintology personnel or agents in connection with the Agreement. If Subscriber becomes aware of any violation of the above restriction, Subscriber will promptly notify Mintology at legal@mintable.com.

**13 Limitation of Liability.** IN NO EVENT WILL MINTOLOGY'S AGGREGATE LIABILITY (TOGETHER WITH ALL OF ITS AFFILIATES) ARISING OUT OF OR RELATED TO THE AGREEMENT (REGARDLESS OF THE NUMBER OF INDIVIDUAL INCIDENTS GIVING RISE TO LIABILITY) EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY SUBSCRIBER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE THREE (3) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF



LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 7 (FEES AND PAYMENT).

**14 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL MINTOLOGY INCUR ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS, LOST OPPORTUNITIES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT.

## **15 Disclaimer of Warranties**

**15.1** Subscriber assumes sole responsibility and liability for results obtained from the use of the Services and for conclusions drawn from such use. Mintology shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Subscriber in connection with the Services or any actions taken by Subscriber.

**15.2** THE SERVICES ARE PROVIDED "AS IS" AND MINTOLOGY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES. WITHOUT LIMITING THE FOREGOING, MINTOLOGY DISCLAIMS ANY WARRANTY THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED; THAT THE SERVICES WILL BE FREE FROM BUGS, VIRUSES, OTHER MALICIOUS CODE, ERRORS OR PROGRAM LIMITATIONS; OR THAT ALL ERRORS WILL BE CORRECTED. MINTOLOGY FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MINTOLOGY FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MINTOLOGY OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**15.3 Indemnification by Subscriber.** Subscriber will indemnify and defend Mintology against any and all third party claims, demands, suits or proceedings (each a "Claim Against Mintology") and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with, (i) Subscriber Data, or (ii) Subscriber's use of the Services in breach of the Agreement, provided Mintology gives Subscriber written notice of the Claim Against Mintology; Subscriber will reimburse Mintology for all costs and reasonable attorneys' fees for responding to third party or governmental requests for information arising out of or in connection with Subscriber Data or Subscriber's use of the Services.

**15.4 Additional Indemnities.** For purposes of this Section 15, (a) a Claim Against Mintology shall include a claim against Mintology, Mintology's Affiliates, and Mintology's or its Affiliates' officers, directors, and employees.

## **16 Assignment.**

**16.1** Subscriber cannot assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without Mintology's prior written consent provided, however, Subscriber may assign the Agreement in its entirety, with Mintology's consent (a) to its Affiliate or (b) in connection with a merger,

acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the immediately preceding sentence, if a party is acquired by, sells all or substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party is required to, terminate the Agreement upon written notice.

**16.2** The Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

## **17 Manner of Giving Notice.**

**17.1 Updates.** All updates to the Documentation will be made available online at <https://docs.mintology.app/> by Mintology, at its sole discretion and without prior written notice to the Subscriber. Except as expressly set forth in a Documentation, updates to the Documentation will be effective upon being made available online at <https://docs.mintology.app/>.

**17.2** Except as otherwise specified in the Agreement, all legal and regulatory related notices, permissions and approvals shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; or (c) the day of sending by email). Billing-related notices to Subscriber, if applicable, shall be addressed to the relevant billing contact designated by Subscriber. All other Services related notices to Subscriber shall be addressed to the relevant Services system administrator or other person designated by Subscriber in writing or in the Services' user interface dashboard. Legal Notices to Mintology should be addressed to [legal@mintable.com](mailto:legal@mintable.com).

**18 Governing Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Singapore, excluding rules governing conflict of law and choice of law. Courts within Singapore shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such Singapore courts and service of process being effected upon it by email sent to the email address provided by such party under the Agreement. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to the Agreement nor to any dispute or transaction arising out of the Agreement. Notwithstanding any provision in this Agreement to the contrary, Mintology may serve any claim form or commence any claim process out of jurisdiction without the permission of the other party. Such service shall not be deemed a waiver of any rights or remedies available to Mintology under applicable law.

## **19 Anti-Money Laundering (“AML”) Compliance and Know Your Customer (“KYC”) Requirements.**

**19.1** Mintology is committed to preventing its Services from being used for money laundering, terrorist financing, or other illegal activities. To achieve this, Mintology has and will continue to: (a) Implement an effective AML program that is designed to identify and mitigate the risks of money laundering and terrorist financing and other crimes associated with its software services, (b) Perform due diligence on its clients and end-users to verify their identities and assess the risk of money laundering or terrorism financing, (c) Monitor and report any suspicious activities to the relevant authorities in accordance with the applicable laws and regulations.

**19.2** Mintology requires all Subscribers, and end-users of the Service to comply with applicable AML Laws and regulations. Subscriber represents and warrants that it will conduct all activities in connection with the use of the Services in accordance

with such laws and regulations.

- 19.3** Mintology can require its Subscribers and end-users, whether natural persons or entities, to provide accurate and up-to-date information to facilitate the AML compliance process. This includes but is not limited to providing:

**For natural persons:** (a) government -issued identification documents, (b) proof of address such as utility bills or bank statements, and (c) information on the source of funds and the purpose of the transaction.

**For entities:** (a) full registered name, (b) registration number, (c) proof of incorporation, such as a certificate of incorporation or similar official documentation.

- 19.3** Mintology will conduct due diligence checks, including but not limited to, screenings against Sanctions Lists. Mintology reserves the right to refuse to provide its Services to any Subscriber or end-user who fails to comply with the KYC requirements or otherwise provide information requested under this paragraph.

- 19.4** Mintology reserves the right to request additional information and documentation from the Subscriber at any time in order to verify the Subscriber's identity, the identity of an end-user or otherwise to prevent any money laundering or terrorist financing or a violation of any applicable AML requirements. Subscriber agrees to promptly provide any information and documentation, as requested by Mintology for this purpose, and to cooperate fully with any due diligence or investigations conducted by Mintology pursuant to the AML Laws.

- 19.5** Subscriber acknowledges and agrees that Mintology may, in its sole discretion, refuse to provide the Services if the Subscriber fails to comply with requirements under this Section 19. Subscriber further acknowledges and agrees that Mintology may disclose any user information or activity that it believes, in good faith, to be required by applicable law or regulation.

- 19.6** Subscriber acknowledges and agrees that it is solely responsible for ensuring compliance with AML Laws in connection with its use of the Services, and that Mintology shall not be liable for any losses, damages or expenses incurred as a result of the Subscriber's failure to comply with the AML Laws and Subscriber will be liable for any losses, damages or expenses incurred by Mintology as a result of Subscriber's failure to comply with such laws.

- 19.7 Data Protection.** Mintology will collect and process personal data in accordance with applicable data protection laws and regulations. The personal data collected under this Section 19 shall be used solely for the purpose of compliance with AML Laws.

- 19.8 Confidentiality.** Mintology will maintain the confidentiality of all information collected pursuant to AML Laws from Subscribers and end-users, if any. Mintology agrees to not disclose such information to any third party except where required by law or a regulatory entity empowered in this regard.

- 19.9 Amendments.** Mintology reserves the right to amend this Section 19 at any time and without prior written notice to the Subscriber to reflect changes in the applicable laws and regulations or to enhance its AML compliance program. By using Mintology's Services, the Subscriber and end-user, if any, agree to comply with this Section 19 of the Agreement.

- 20 Publicity.** Subscriber consents to Mintology's use of Subscriber's name and logo and general description of Subscriber's relationship with Mintology in press releases and other marketing materials and appearances. Subscriber further permits Mintology to use it as a reference account for marketing purposes and agrees, from time to time, to support Mintology by participating in reference phone call(s) and other marketing events including with press, analysts, and Mintology's existing or potential investors or customers upon reasonable request by Mintology.
- 21 Force Majeure.** Mintology may, in its reasonable opinion, determine that a Force Majeure Event exists. A "Force Majeure Event" will include, but is not limited to, the following: (i) any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from providing the Services; (ii) the suspension or closure of any exchange or the nationalisation, government sequestration, abandonment or failure of any instrument on which we are based, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; (or (iii) the failure of any relevant supplier, financial institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.
- 22 Equitable Relief.** The parties agree that a material breach of the Agreement adversely affecting Mintology intellectual property rights in Mintology API may cause irreparable injury to Mintology and/or its licensors for which monetary damages would not be an adequate remedy and Mintology shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.
- 23 Relationship of the Parties.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 24 Third-Party Beneficiaries.** There are no third-party beneficiaries under the Agreement or the Documentation.
- 25 Entire Agreement.** The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the applicable Service Order, (ii) the Agreement (iii) the Documentation. Mintology and Subscriber each represent that it has validly entered into or accepted the Agreement and has the legal power to do so. Mintology may modify these Terms from time to time, in its sole discretion. Any and all changes to these Terms will indicate the date they were last updated and their effective date. The changes will become effective immediately upon being made available online at <https://docs.mintology.app> or on Mintology's websites. Subscriber is deemed to accept and agree to be bound by any changes to the Agreement when Subscriber uses the Service after the effective date of those changes. Notwithstanding the foregoing, in the event that the parties enter into, or have entered into a separate formal written agreement, the terms of that agreement shall control over the terms of the Agreement unless the parties expressly agree to supersede such agreement with this Agreement. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect. All reference in the Agreement to "including" means "including but not limited to".

## SCHEDULE I - SERVICES

1. **Gas Free NFT Minting (One-Off PayG):** Mintology offers one-off Pay-As-You-Go (API) NFT minting services on Ethereum, Polygon, and Immutable X networks. Minting is done on a shared smart contract, but customers can opt for dedicated smart contracts. Dedicated contracts provide a free store for customers who list their NFTs on the marketplace, and they can customize their store. The customer must have a wallet to receive the NFTs, but Mintology also offers a custodial wallet.
2. **Gas Free NFT Mining (Subscription Pay Monthly):** Mintology offers monthly subscription-based NFT mining services. Customers can choose their plan and pay monthly or annually in advance. Mintology applies the plan to the customer's account, and the customer can modify it anytime. Customers exceeding their plan allocation are charged extra. Subscription mining includes ERC-721 smart contract minting on the Ethereum network, and customers receive a free store on Mintable.com.
3. **NFT Authorize:** Mintology's NFT Authorize API allows NFT owners to access gated content or events. For example, VIP NFT ticket holders can access exclusive online content or private event areas. The API can also be used in the physical world, such as using an NFT as a hotel room key card. NFT Authorize can be integrated programmatically into the customer's workflow.
4. **Dedicated Smart Contract:** Mintology offers a dedicated smart contract service for customers who want a smart contract not comingled with other projects.
5. **Smart Contract Management:** When customers select a Dedicated Exclusive Smart Contract from Mintology, they receive Smart Contract Management Service.
6. **Custom Branded Webpage:** Mintology offers a custom-branded webpage hosted on the Mintable.com NFT marketplace domain for customers' projects.
7. **Claimable NFT Integration:** Customers may integrate the process of claimable NFT into their workflow and experience gas-free NFT minting using Mintology.
8. **NFT Community Building Consulting:** Mintology provides up to 20 hours of consulting services to customers as a one-off to assist in building their NFT community. Mintology also offers ongoing monthly support as a bespoke package.
9. **White Label NFT Marketplace:** Mintology may choose to provide a white-label NFT marketplace infrastructure to enable brands to manage their NFT strategy as NFT-as-a-Service (NaaS). This solution is designed for organizations that mint at scale for different use cases with complex user flows and customer journeys.
10. **Secure Storage Solution:** Mintology provides secure storage solution for customers who cannot store content files themselves. Mintology stores content files in a secure storage facility in a dedicated storage environment for the lifetime of the project, but reserves the right to remove that data due to non-payment.
11. **Custodian Wallets:** Mintology offers custodian wallets for customers who do not have wallets or prefer to use Mintology's wallet service instead of their own.