

TERMS OF USE

Effective Date: September 28, 2022

Hello, and welcome to GALXE Passport. These Terms of Use (“Terms”) describe your rights and obligations when using the Services (defined below) offered by us or our affiliates.

Please note that these Terms contain **Indemnification, Governing Law, Dispute Resolution, Assumption of Risk and Disclaimer of Warranties and Limitation of Liability** Sections that affect your rights, including your ability to bring legal claims against us. Please read these Terms, our Privacy Policy and any other terms referenced in this document carefully. If you do not agree to be bound by these Terms, you are not permitted to use our Services.

1. Introduction

GALXE Passport is a Know Your Customer (“KYC”) identity-verification tool that allows users to authenticate their identity and create a shareable Non-Fungible Token to use with other Web3 platforms, and is operated by DID RESEARCH LABS PTE. LTD. (“GALXE”, “we”, “us”, “our”). These Terms govern your access to and use of the GALXE Passport website <https://galxe.com/passport> (“Website”) and any other related and connected platforms or services (collectively, the “Services”). By accessing the Services, you agree that you have read, understand, and accept all of the terms and conditions contained in these Terms, including Section 12 (“Dispute Resolution”), as well as the Privacy Policy.

2. Using Our Services

Eligibility. To be eligible to use the Services the jurisdiction in which you access the Service must allow these Services and you must be of the legal age in the jurisdiction you reside in at the time of using the Services. If you are below the legal age in your jurisdiction, you are prohibited from using the Services. If any part of the Services is prohibited in your jurisdiction, you are prohibited from using those Services.

Updates to Terms of Use. Your use of the Services is subject to your agreement to these Terms, which may be updated by us at any time with or without notice to you. The Effective Date of the most up to date Terms will be provided at the top of each version of these Terms, respectively. Any such updates will be effective upon our publishing such updated Terms. If you do not agree with these Terms, you may not use the Services.

Service Users. By using our Services you are a service user (“Service User”). By becoming a Service User, you agree: (a) to provide accurate, current and complete information about yourself; (b) to maintain and promptly update from time to time as

necessary your information; (c) to immediately notify us if you discover or otherwise suspect any security breaches related to the Services; and (d) that you are fully responsible for all activity on the Services that occurs under your email and password combination. We may, in our sole discretion, refuse to allow you to become a Service User, or limit the number of User Accounts or GALXE Passport NFT (as defined below) that you may associate with the Services, or suspend or terminate any Service User or User Account, including access to our Services.

You also agree that you will not:

- Use the Services if we've disabled access for you, unless you have our written permission first;
- Buy, sell, rent or lease access to your GALXE Passport NFT (as defined below) to any third party; or
- Use or access the Services through any unauthorized third party application(s) or client(s).

User Accounts. In order to create a GALXE Passport NFT, Service Users may need to create a User Account and provide Identity Documents (as defined below). To create a user account ("User Account") with GALXE, you need to connect your digital wallet to the Services. Once you create a User Account, you will then need to verify your identity by providing certain information and uploading a picture of themselves and a picture of their passport, driver's license, national insurance card, or other government-issued identification (collectively, "Identity Documents"). Once your identity has been verified, you will be able to mint the GALXE Passport NFT.

Account Communication. By becoming a Service User, you consent to receive electronic communications from us (e.g., via email, push notification, or by posting notices to the Services, etc.). These communications may include notices about your use of the Services (e.g., email changes and/or other transactional information) and are part of your relationship with us.

Account Verification and Additional Information. GALXE may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (or so-called "legalization") of incomes obtained by criminal means, or for counteracting the financing of terrorism. GALXE may also require you to provide additional information and/or documents in cases where it has reason to believe that:

- Your use of the Services is related to money laundering or any other illegal or illicit activity;
- You have concealed or reported false identification information and/or other details; or
- Transactions effected via your User Account were effected in breach of these Terms.

In such cases, GALXE, in its sole discretion, may pause or cancel your access to any or all Services until such additional information and/or documents are reviewed by us and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, GALXE, in its sole discretion, may refuse to provide the Services to you.

Unless otherwise noted in writing, by submitting personal data through our Site or Services, you agree to the terms of the Privacy Policy and you expressly consent to the collection, use and/or disclosure of your personal data in accordance with the Privacy Policy.

3. GALXE Passport NFT

As part of the Services, you are able to create a verified identity token (“GALXE Passport NFT”). You may be required to provide us additional information to create your Token, required to confirm your identity. We work with a third party service provider, Persona, to verify your identity. You will upload your information, including identity verification information, to Persona, who will then conduct the identity verification. Once your identity is verified, Persona will send to us a copy of the information you provided to verify your identity. We will pack the identity information into a verifiable credential, send it to you, and ask you to encrypt it with your password. After you send us the encrypted data, we will keep it safely stored on our servers, and delete all information we collected during the process. At this point, only you can use your password to decrypt and access your identity information.

4. User Conduct

Prohibited Uses. You may not use the Services to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive, and GALXE reserves the right to update or amend such list in its sole discretion at any time, with or without notice to you. These Prohibited Uses are in addition to the Community Guidelines (discussed below). If you are uncertain as to whether or not your use of the Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us at Support@galxe.com. By becoming a Service User, you agree that you will not use the Services to do or undertake any of the following, as determined by GALXE in its sole discretion:

- **Abusive Activity:** Actions which: (i) impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; (ii) transmit or upload any material to the Services that contains viruses, trojan horses, worms or any other harmful or deleterious programs; (iii) attempt to gain unauthorized access to the Services, computer systems or networks connected to the Services, through password mining or any other means; (iv) use the account of any third party to access or use the Services, except in the case of applications which are specifically authorized by a third party to access such third party's User Account

and information; or (v) transfer your access or rights to use the Services to a third party, unless by operation of law or with the express permission of GALXE.

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance or regulation, sanctions programs administered in any of the countries where GALXE conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity.
- **Abuse Other Users:** Interfere with another individual's access to or use of the Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal or other rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; or harvest or otherwise collect information from the Services about others, including without limitation email addresses and password, without proper consent.
- **Fraud:** Activity which operates to defraud GALXE, any GALXE user(s) or any other person, or provide any false, inaccurate, or misleading information to GALXE or to our third-party service providers.
- **Copyright violations:** Activity which intentionally infringes upon another's copyright, or other intellectual rights, protections, including unauthorized copying or performing of copyrighted works available on the Services.

Your legal obligations. It is possible that your use of the Services may result in certain reporting, tax or other legal obligations on your part. You agree to seek your own advice as necessary, and to comply with any legal obligations you may have in connection with your use of our Services.

5. Service Fees

Fees. Creating GALXE Passport NFTs may be subject to fees and other charges ("Fees") established from time to time in the sole discretion of GALXE, and/or third-party service providers. On the date of initial publication of these Terms, Fees include service fees established by and payable to GALXE. Service fees may be adjusted from time to time in the sole discretion of GALXE.

6. Access to our Services

Suspension, Termination, and Cancellation. GALXE may, at its option and in its sole discretion: (a) suspend or restrict your User Account and/or access to any or all of the Services, and/or (b) deactivate or cancel your User Account and block your access to the Services, if: (i) we are so required by a facially valid subpoena, court order, or binding order of any government authority; (ii) we reasonably suspect you of using the Services in connection with a Prohibited Use; (iii) your use of the Services is subject to any pending litigation, investigation or government proceeding and/or we, in our sole discretion, perceive a heightened risk of legal or regulatory non-compliance associated with your activity; (iv) any of our service partners are unable to support your use thereof;

(v) you take any action that GALXE deems in its sole discretion as circumventing GALXE's controls, or abusing promotions which GALXE may offer from time to time; or (vi) you breach these Terms.

Notice to You. If GALXE suspends or closes your account or terminates your use of the Services for any reason, we will provide you with notice of our actions, unless a court order or other legal process prevents or prohibits GALXE from providing you with such notice. You acknowledge that GALXE's decision to take certain actions, including limiting access to, suspending, or disassociating your GALXE Passport NFT from the Services, may be based on confidential criteria that are essential to GALXE's risk management and/or security protocols. You agree that GALXE is under no obligation to disclose the details of its risk management and/or security procedures to you.

7. Copyright and License to You

Information Ownership. Unless otherwise indicated in writing by us, the Services and all content and other materials contained therein, including, without limitation, the GALXE Passport logo and all designs, text, graphics, pictures, information, data, software, sound files and/or other files related thereto and/or associated therewith and the selection and arrangement thereof (collectively, "Content") are and shall remain the sole and proprietary property of GALXE and/or our affiliates or licensors, including the developers, if and as applicable.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of these Terms, your right to use the Services will terminate immediately and you must, at our option, either return or destroy any Content you have copied, downloaded, or otherwise obtained from the Services. No right, title or interest in or to the Services or any Content thereon is or shall be transferred to you, and all rights not expressly granted herein are reserved by GALXE and/or its affiliates. Any use of the Services not expressly permitted by these Terms shall be deemed a material breach of these Terms and may violate copyright, trademark and/or other laws.

Third Party Intellectual Property. Notwithstanding anything to the contrary in these Terms, the Services and Content may include software components provided by GALXE or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern the usage of such software components, as applicable.

Limited License to You. These Terms grant users a limited and non-exclusive right to use the Services, including all Content thereon. Except as indicated otherwise herein or in any additional terms or conditions, you may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or otherwise exploit any of the Content on our Services, except as follows:

- Your device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your web browser for display enhancement purposes.
- If we provide any so-called “social media” features as part of the Services, you may take such actions as are enabled by such features and are consistent with these Terms.

You must not:

- Modify copies of any Content from the Services.
- Use any illustrations, photographs, video or audio sequences or any graphics available through the Services separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials available through the Services.

If you wish to make any use of Content other than that set out in this Section, please address your request to: Support@galxe.com.

Third Party Services. The Services may contain links to third-party websites (“Third-Party Websites”) and/or applications (“Third-Party Applications”). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies, if and as applicable) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of GALXE. GALXE is not responsible for any Third-Party Websites or Third-Party Applications and shall not be liable with respect to any use thereof. GALXE provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant or make any representations with respect to Third-Party Websites or Third-Party Applications or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Services, these Terms and any of our other policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Links to our Services. You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Services for noncommercial purposes, provided that such link does not portray GALXE or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and does not imply that GALXE is affiliated with or supports or endorses any product or service, and provided further that the linking site does not contain any adult or illegal material or any material that may be deemed, in GALXE’s sole discretion, offensive, harassing or otherwise objectionable. This limited right may be revoked or modified by us at any time, for any reason. You may not use a logo or other proprietary graphic or intellectual property of GALXE to link to the Services or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose

any GALXE trademark, logo or other proprietary information, including the images found on the Services, the content of any text or the layout or design of any page, or form contained on a page, on the Services without our express written permission.

Trademark. The GALXE Passport logo and any GALXE product or service names, logos or slogans that may appear on the Services are trademarks of GALXE or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior express written permission. You may not use any so-called “metatags” or other “hidden text” utilizing “GALXE Passport” or any other name, trademark or product or service name of GALXE or our affiliates without our prior written permission. In addition, the look and feel of the Services and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of GALXE and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and GALXE names or logos mentioned on the Services 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. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by GALXE.

8. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless GALXE, 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 “GALXE Parties”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, 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 Services, (b) any feedback you provide, (c) your violation of these Terms, and/or (d) your violation of any right(s) of any third party. You agree to promptly notify GALXE of any Claim(s) and shall cooperate fully with the GALXE Parties in defending such Claims. You further agree that the GALXE 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 ANY WRITTEN AGREEMENT(S) BETWEEN YOU AND GALXE.

9. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY GALXE, THE SERVICES, CONTENT CONTAINED THEREIN, AND ANY DIGITAL ASSET(S) LISTED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. GALXE (AND ITS AFFILIATE(S), LICENSOR(S) AND/OR OTHER BUSINESS ASSOCIATE(S)) MAKE NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL OR SAFE. GALXE DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES OR CONTENT CONTAINED THEREIN. GALXE DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE SERVICES. WHILE GALXE ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT SAFE, GALXE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, CONTENT OR OUR SERVERS IS/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 ANY DIGITAL ASSETS OR NFT CONTENT, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS, PRIVATE KEYS OR SEED PHRASES, INCORRECTLY CONSTRUCTED TRANSACTIONS OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES OR ANY DIGITAL ASSET(S).

GALXE is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of any software provided by third-party service providers (e.g., identity verification services), blockchain(s) or any other feature(s) of the Services. GALXE is not responsible for casualties due to any late reporting by developers or representatives (or not reporting at all) of any issues with the blockchain(s) supporting any of the Digital Asset(s), including forks thereof, technical node issues or any other issues that result in any loss of funds.

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

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, SOLELY TO THE EXTENT SUCH EXCLUSION IS SO PROHIBITED BY APPLICABLE LAW.

10. Assumption of Risk

Digital Assets / Cryptocurrency. The Services involve and/or rely upon certain blockchain technology, including decentralized, distributed public ledger(s), which offer many benefits, but also presents certain inherent risks that you assume by using the Services, including without limitation, that:

- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of Digital Asset(s).
- The regulatory regime governing blockchain technologies, digital assets, cryptocurrencies and/or so-called “tokens” is uncertain, and new regulations or policies may adversely affect the development of the Services and/or the utility of Digital Asset(s).

11. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL GALXE OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF DIGITAL ASSETS, LOSS OF ACCESS TO ANY DIGITAL WALLET, OR ANY OTHER DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY CONTENT ON THE SERVICES OR ANY OTHER WEBSITES AND MOBILE APPLICATIONS OR ANY ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES AND MOBILE APPLICATIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, DIGITAL ASSETS OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY GALXE

FROM YOU RELATED TO THE SERVICES THAT ARE THE SUBJECT OF THE APPLICABLE CLAIM.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM SHALL BE DEEMED PERMANENTLY WAIVED AND BARRED.

THIS SECTION DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY MINIMIZING OUR LIABILITY TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW.

12. Dispute Resolution

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully.

Informal Process. You agree that in the event of any dispute between you and GALXE, you will first contact GALXE in a writing that specifically references this section and which describes the dispute and your position in relation to it in sufficient details for the receiving company to engage in meaningful discussions about the dispute (“Dispute Notice”). For a period of no less than thirty days after receipt of the Dispute Notice, or such longer period as the parties may agree in writing, You shall make a good faith and sustained effort for a to resolve the dispute before resorting to more formal means of resolution.

Agreement to Arbitrate. After the informal dispute resolution process, any remaining dispute arising out of or in connection with these Terms or GALXE’s services and/or products, including but not limited to the Services, or relating in any way to the communications between you and GALXE or any other user of the Services, including any question regarding its existence, validity or termination (collectively, “Dispute”), shall be referred to and finally resolved by arbitration before a sole arbitrator in an arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. You and GALXE shall endeavor to agree upon the arbitrator, and if you and GALXE fail to do so within twenty-one (21) days of the commencement of the Arbitration, the appointment shall be made by SIAC in accordance with the SIAC Rules. This mandatory arbitration agreement applies to you and to GALXE. However, this arbitration agreement does not (a) govern any Dispute initiated by GALXE for

infringement of its intellectual property, or (b) bar you from making use of applicable small claims court procedures in appropriate cases.

The seat, or legal place of arbitration, shall be [Singapore], and the language of the arbitration shall be English.

This arbitration provision will survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to: Support@galxe.com

Arbitration Procedure and Rules. The arbitration will be administered by the SIAC under the SIAC Rules by a sole arbitrator. You can access the SIAC Rules at <https://siac.org.sg/our-rules>. Each party shall bear its own filing and administrative fees in the first instance. GALXE will reimburse those fees for claims where the amount in dispute is less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

The arbitrator, and not any federal, state or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

Class Action Waiver. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case or to be a party to a class or representative action is waived, and that any claims must be decided individually, through arbitration.

Waiver of Jury Trial. If for any reason a claim proceeds in court rather than in arbitration, you and GALXE each waive any right to a jury trial.

13. Miscellaneous

Governing Law and Venue. These Terms, your access to and use of the Services and Content, and your participation in the Services, shall be governed by and construed and enforced in accordance with the laws of Singapore.

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

Waiver. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Assignability. These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with GALXE's express written consent.

Notices. All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.