

PROJECT GALAXY TERMS OF USE

Effective Date: Aug 1st, 2022

Hello, and welcome to Project Galaxy! 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 of use 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

Project Galaxy is a collaborative credential infrastructure that empowers brands to build better communities and products in Web3, and is operated by Star Frameworks Labs Pte Ltd., d/b/a Project Galaxy (“Project Galaxy”, “we”, “us”, “our”). These Terms govern your access to and use of the Project Galaxy website <https://galaxy.eco/> (“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 13 (“Dispute Resolution”), as well as the Privacy Policy.

PROJECT GALAXY IS A PLATFORM ONLY. WE ARE NOT A BROKER, FINANCIAL INSTITUTION OR CREDITOR. THE SERVICES ARE OFFERED AS AN ADMINISTRATIVE PLATFORM ONLY.

2. Using Our Services

Important disclaimers. Project Galaxy is not intended as, and does not provide, any investment or financial advice whatsoever. As with any financial or investment decisions, you should conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction. You should also seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels and investment advisors, in connection with any investment or financial transaction.

Eligibility. To be eligible to use the Services 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.

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 Digital Wallets (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 under a different email address if we’ve disabled access for you under a different email address, unless you have our written permission first;
- Buy, sell, rent or lease access to your Digital Wallet (as defined below) to any third party, unless you have our written permission first; or
- Use or access the Services through any unauthorized third party application(s) or client(s), or to disclose or share your User Account information such as your email address and password with any other person.

User Accounts. In order to access certain functions, Service Users may need to connect their Digital Wallet (as defined below). When a Service User connects a Digital Wallet, they create a user account (“User Account”) with Project Galaxy. In order to create a User Account, you may be required to provide additional information, such as your name, email address, username, wallet address, and other information as required by Project Galaxy.

Account Communication. By becoming a Service User, you consent to receive electronic communications from Project Galaxy (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. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy.

Account Verification and Additional Information. Project Galaxy 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. Project Galaxy 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, Project Galaxy, 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, Project Galaxy, 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.

Developer Account. If you are using the Services to create a Space, curate Credentials, Deploy NFTs, or create a Campaign, you must first apply for a developer account with us (“Developer Account”). In order to create a Developer Account you must be of the legal age in the jurisdiction you reside in at the time of using the Services and you must connect a Digital Wallet with the on-chain consent.

Galaxy OAT. Galaxy OAT aims to be a light-weight solution for event organizers and community managers to utilize Project Galaxy’s NFT infrastructure and on-chain credential data network to build and distribute NFT badge campaigns easily and reward their community members. To put it simple, Galaxy OATs (on-chain achievement tokens) are a digital record of all your life's achievements.

3. Galaxy Token

Project Galaxy aims to build a permissionless, open, and collaborative credential data network. The Galaxy Token (“GAL”) token is an essential component to such infrastructures as it functions as the governance token, incentivizes user participation, and serves as the primary payment token of the Project Galaxy ecosystem. Here are the utilities of GAL:

- **Governance:** GAL is used for voting & governance in Project Galaxy Decentralized Autonomous Organization (“DAO”). GAL token holders have the ability to control the amount of the platform fee collected by the protocol, and control funds held by the Project Galaxy Community Treasury.
- **Paying for Application Module Fee:** Developers who aim to utilize Galaxy’s credential data through Application Modules will be subject to a platform fee (“Platform Fee”) which is charged in GAL.
- **Paying for Galaxy Oracle Engine and Galaxy Credential API:** Developers pay GAL to query our credential data through Galaxy Oracle Engine and Galaxy Credential API. Currently all query fees are waived during beta testing.
- **Curating Digital Credentials:** Curators can utilize the GAL token to signal a credential data set’s value. Each credential data set will include a revenue stream that will be split between credential stake holders pro-rata.

4. Digital Wallet

Digital Wallet. As part of the Services, you are able to connect your so-called “digital asset wallet” (“Digital Wallet”) to your account. You may be required to provide us additional information to connect your Digital Wallet, such as an email address and password. We do not offer our own digital asset wallet and any Digital Wallet that you connect to your User Account is subject to the Terms and Conditions of that service provider and we do not have any access to, or control over, your connected Digital Wallet.

5. 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 Project Galaxy 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@galaxy.eco]. 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 Project Galaxy 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, other Digital Wallets not belonging to you, 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 Digital Wallet 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 Project Galaxy.
- **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 Project Galaxy 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/or public or private Digital Wallet keys, without proper consent.

- **Fraud:** Activity which operates to defraud Project Galaxy, any Project Galaxy user(s) or any other person, or provide any false, inaccurate or misleading information to Project Galaxy.
- **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.
- **Misleading statements on investments:** Activity that promotes, markets, or in any other way communicates the message of, NFTs on Project Galaxy being an investment, such as making statements regarding the expectation that the monetary value of NFTs will increase in time.

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. For example, certain jurisdictions require their residents to report international money or cryptocurrency transfers that exceed certain amounts. You agree and understand that we do not provide legal, tax, or investment advice. 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.

6. Non-Fungible Tokens

NFT Acquisition. Users may have the ability to obtain a non-fungible token (“NFT”) on the Services. A NFT is a record on the distributed public ledger known as the blockchain. Our Service permits users with a User Account to mint NFTs . Users can then offer those NFTs minted on our Service for sale to other users. In order to acquire a NFT on our Services, you will need to have a User Account. To complete your transaction and acquire the NFT, you will need to have the required amount of tokens in your Digital Wallet. When you complete the transaction, it will be recorded on the blockchain and the NFT will be transferred to your Digital Wallet (“NFT Transaction”). Project Galaxy does not claim ownership to any content accessible through the Services and does not endorse any Developer. Project Galaxy operates as a platform connecting users and Developers by minting NFTs for Developers and allowing users to purchase the NFTs. Developers decide the attributes of the NFTs you purchase. Users acknowledge and agree that the NFTs minted and purchased on Project Galaxy are not intended for the purpose of investment or speculation. Users who hold NFTs that are minted and/or purchased on Project Galaxy do not and are not entitled to receive any income or monetary payouts in any form by virtue of their ownership of the NFT.

Project Galaxy Fee. Each NFT Transaction is conducted using digital assets in your Digital Wallet. When a Developer lists its NFTs for the initial sale of the Services (“Initial Offering”), the Developer will set the price in digital assets for the NFT Content (as defined below). A fee of 8% of the revenue from the Initial Offering is deducted from the Initial Offering revenues and transferred to Project Galaxy (“Service Fee”).

Gas Fees. Creating, buying, selling or transferring NFTs may be subject to fees, commissions, royalties and other charges (“Fees”) established from time to time in the sole discretion of

Project Galaxy, Developer, and/or participants in the blockchain ecosystem. On the date of initial publication of these Terms, Fees include service fees established by and payable to Project Galaxy and “gas” (fees paid to miners through users’ Digital Wallet as consideration for mining the NFT Transactions). Service fees may be adjusted from time to time in the sole discretion of Project Galaxy. “Gas” fees are set by the user through the user’s Digital Wallet application, based on the market conditions on the relevant blockchain.

7. Access to our Services

Suspension, Termination, and Cancellation. Project Galaxy may, at its option and in its sole discretion: (a) suspend or restrict your User Account or Developer Account and/or access to any or all of the Services, and/or (b) deactivate or cancel your User Account or Developer 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 Uses; (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 Project Galaxy deems in its sole discretion as circumventing Project Galaxy’s controls, or abusing promotions which Project Galaxy may offer from time to time; or (vi) you breach these Terms.

Notice to You. If Project Galaxy 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 Project Galaxy from providing you with such notice. You acknowledge that Project Galaxy’s decision to take certain actions, including limiting access to, suspending, or disassociating your Digital Wallet from the Services, may be based on confidential criteria that are essential to Project Galaxy’s risk management and/or security protocols. You agree that Project Galaxy is under no obligation to disclose the details of its risk management and/or security procedures to you.

Access to NFTs. Your NFTs are stored in your Digital Wallet and we do not have access or control over your Digital Wallet. In the event our Services are no longer available to you, the NFTs you have purchased are in your Digital Wallet.

8. 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 Project Galaxy 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 Project Galaxy 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 Project Galaxy 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.

NFT Ownership. If you purchase a NFT on our Services, you may obtain access or a license to certain content associated with that NFT (“NFT Content”).

All NFT Content is owned by Project Galaxy or its affiliates, including Developers, as applicable. By hosting, minting, and otherwise offering NFT Content, Project Galaxy warrants that we have a license to host and offer said NFT Content. Project Galaxy makes no other warranties regarding the NFT Content.

NFT Content License to You. By purchasing a NFT, you are granted a limited, exclusive right to access, view, stream, download, playback, or otherwise access (“NFT Content License”) the NFT Content associated with the NFT you purchase. The NFT Content License is subject to these Terms, and/or any additional terms as may be presented to you at the time you purchase the NFT or first access the NFT Content.

Third Party Intellectual Property. Notwithstanding anything to the contrary in these Terms, the Services and Content may include software components provided by Project Galaxy 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@galaxy.eco].

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 Project Galaxy. Project Galaxy is not responsible for any Third-Party Websites or Third-Party Applications and shall not be liable with respect to any use thereof. Project Galaxy 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 Project Galaxy or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and does not imply that Project Galaxy 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 Project Galaxy’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 Project Galaxy 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 Project Galaxy 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 Project Galaxy logo and any Project Galaxy product or service names, logos or slogans that may appear on the Services are trademarks of Project Galaxy 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 “Project Galaxy” or any other name, trademark or product or service name of Project Galaxy 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 Project Galaxy 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 Project Galaxy 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 Project Galaxy.

9. DMCA Notice and Procedure for Copyright Infringement Claims

As Project Galaxy asks others to respect its intellectual property rights, it respects the intellectual property rights of others. Project Galaxy, in appropriate circumstances, may remove from the Services information that might infringe the intellectual property rights of others.

a) Procedure for Reporting Copyright Infringements

If you believe your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Project Galaxy Services, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Designated Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- Identification of the URL or other specific location on the Project Galaxy Services where the material that you claim is infringing is located; your address, telephone number, and E-mail address;
- A 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
- 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.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid and we will have no obligation to respond or acknowledge receipt of your notice. Please note that you will be liable for damages (including costs and attorneys’ fees) if you misrepresent or make bad faith claims that any material on the Project Galaxy Services infringes your copyrights. You can contact our Designated Agent via e-mail at DMCA@galaxy.eco.

THE DESIGNATED AGENT SHOULD BE CONTACTED ONLY IF YOU BELIEVE THAT YOUR WORK HAS BEEN USED OR COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT AND SUCH INFRINGEMENT IS OCCURRING ON THE PROJECT GALAXY SERVICES. ALL OTHER INQUIRIES DIRECTED TO THE DESIGNATED AGENT WILL NOT RECEIVE A RESPONSE.

b) Receipt of Proper Infringement Notification

Once a proper bona fide infringement notification has been received by the Designated Agent, it is Project Galaxy's policy:

- To remove or disable access to the infringing content;
- To notify the content provider, member, or user ("**Content Provider**") that it has removed or disabled access to the content; and
- That repeat offenders will have the infringing content removed from the system and that Project Galaxy may terminate such Content Provider's access to the Project Galaxy Services.

c) Procedure to Supply a Counter-Notice to the Designated Agent

If the Content Provider believes that the content that was removed or to which access was disabled is either not infringing or the Content Provider believes that it has the right to post and use such content, the Content Provider may send the Designated Agent a counter-notice, which must contain the following:

- Content Provider's contact information, including full legal name (not that of a company) of the submitter, an email address, a physical address, and a phone number.
- The location, including any URL, of the content that has been removed or disabled.
- The following statement, to which Content Provider must agree: "I consent to the jurisdiction of the Federal District Court for the district in which my address is located, or if my address is outside of the United States, the judicial district in which Project Galaxy is located, and will accept service of process from the claimant."
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- A physical or electronic signature. To satisfy this requirement, Content Provider may type the submitter's full legal name (not that of a company) at the bottom of your electronic counter-notification.

If a counter-notice is received by the Designated Agent, Project Galaxy may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten business days.

If Project Galaxy does not receive notice within ten business days that the original complaining party is seeking a court order to prevent further infringement of the content, we may replace or cease disabling access to the material that was removed. The decision to replace or cease disabling access to any content is at Project Galaxy's sole discretion.

10. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Project Galaxy, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, Creators, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Project Galaxy 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 Project Galaxy of any Claim(s) and shall cooperate fully with the Project Galaxy Parties in defending such Claims. You further agree that the Project Galaxy 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 PROJECT GALAXY.

11. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY PROJECT GALAXY, 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. PROJECT GALAXY (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. PROJECT GALAXY 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. PROJECT GALAXY 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 PROJECT GALAXY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT SAFE, PROJECT GALAXY 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).

Project Galaxy is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of any software (e.g., wallet, NFTS, “smart contract,” etc.), blockchain(s) or any other feature(s) of the Services. Project Galaxy 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.

12. Assumption of Risk

Volatility. The price and liquidity of blockchain-based assets, including Digital Asset(s) and NFTs, are extremely volatile and may be subject to fluctuations. Fluctuations in the price of other blockchain-based assets could materially and adversely affect Digital Asset(s). We cannot guarantee that purchasing any Digital Asset(s) will not result in the loss of money or other value.

Taxes. You are solely responsible for determining what, if any, taxes apply to your Digital Wallet(s). Neither Project Galaxy nor any other Project Galaxy Party is responsible for determining the taxes that apply to any Digital Wallet(s).

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 or value 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).

13. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PROJECT GALAXY 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 PROJECT GALAXY’S 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 PROJECT GALAXY FROM YOU RELATED TO THE DIGITAL ASSETS 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.

14. 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 Project Galaxy, you will first contact Project Galaxy and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

Agreement to Arbitrate. After the informal dispute resolution process, any remaining dispute, controversy or claim (collectively, “Dispute”) relating in any way to these Terms or Project Galaxy’s services and/or products, including but not limited to the Services, or relating in any way to the communications between you and Project Galaxy or any other user of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies to you and to Project Galaxy. However, this arbitration agreement does not (a) govern any Dispute by Project Galaxy for infringement of its intellectual property or access to the Services that is unauthorized or exceeds authorization granted in these Terms, or (b) bar you from making use of applicable small claims court procedures in appropriate cases.

You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Project Galaxy are each waiving the right to a trial by jury or to participate in a class action. 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@galaxy.eco]

Arbitration Procedure and Rules. The arbitration will be administered by the American Arbitration Association (“AAA”), under its rules including the Commercial Arbitration Rules (“Commercial Rules”) by a sole arbitrator. You can access the AAA Commercial Rules at <https://www.adr.org/Rules> or by calling +1 800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You and Project Galaxy shall endeavor to agree upon the arbitrator, and if you and Project Galaxy fail to do so within twenty-one (21) days of the commencement of the Arbitration, the appointment shall be made by AAA in accordance with the Commercial Arbitration Rules. Project Galaxy 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 Project Galaxy each waive any right to a jury trial.

15. 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 the State of Delaware, without regard to conflict of law rules or principles of the State of Delaware, or any other jurisdiction that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts sitting in the State of Delaware.

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.

Waver. 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 Project Galaxy'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.