

WeWay Terms of Service

October 28, 2021

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WeWay

Terms of Service

Last Updated: October 28, 2021

Добавлено примечание (11): Указывается дата публикации документа на сайт

1. Introduction

These Terms govern your access to and use of the Platform, which is provided by WeWay.

By accessing or using the Platform, creating an Account, connecting your Digital Wallet to the Platform, or by clicking the button "I accept", "I agree with the Terms of Service", or respective check box in connection with or relating to these Terms, you acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and WeWay. If you do not accept or agree to these Terms, you are not allowed to access or use the Platform, and must immediately discontinue any use thereof.

If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with WeWay on such entity's behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

If WeWay (or its respective authorised Affiliate) has engaged you as a Creator, these Terms shall not apply to such engagement and such relationship shall be governed by a separate agreement(s) executed between you and WeWay (or its respective Affiliate).

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 36 and 37 contain provisions governing the choice of law, jurisdiction, and class action waiver. Please read and review Sections 28, 32, 33, 34, and 35 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify WeWay Parties, and contain disclaimer of warranties concerning the Platform. Section 31 contains certain risks inherent in the Platform and related functionality.

2. Interpretation

In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

"**Account**" shall mean a user account registered with the Platform.

"**Affiliate**" shall mean a person controlling, controlled by, or under the same control with WeWay.

"**Communications**" shall mean any letters, notices, messages, demands, requests, or other communications which may be required, permitted, or contemplated hereunder.

"**Creators**" shall mean the persons or group(s) of persons engaged by WeWay or respective Affiliates as Platform creators.

“Digital Wallet” shall mean a pair of public and private cryptographic keys that can be used to track ownership of, receive or spend digital Virtual Assets and NFTs. A Digital Wallet usually has a public address associated with it.

“Dispute” shall mean any dispute, controversy, claim, suit, action, cause of action, demand, and/or proceeding arising out of or in connection with these Terms of the use of the Platform.

“Fundraising Functionality” shall mean the functionality of the Platform allowing users to contribute funds and Virtual Assets to support a certain Creator or group of Creators.

“Gas Fees” shall mean a transaction fee (transaction cost) imposed on the transaction participants by the applicable blockchain network, if any.

“License” shall mean a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable license (right) to access and use the Platform for its intended purpose on the terms set forth herein.

“Login Details” shall mean the email and password associated with your Account.

“Marketplace” shall mean the marketplace located on the Platform where users may purchase or sell certain Marketplace Items.

“Marketplace Item” shall mean any item, including NFT or Experience, which is provided, offered, or sold on the Marketplace.

“Experience” shall mean an activity or service of the Creator that may relate to the interaction of the Creator with the Platform users. Certain Experiences may require an agreement on specific time, place, or other details between the Creator and Platform user(s).

“Merchandise” shall mean certain goods and retail merchandise that can be made available on the Platform from time to time, for example, wearing apparel, jewellery and personal accessories, housewares, stationery and backpacks, tote bags and duffel bags.

“NFT” shall mean a collectible in the form of non-fungible token (NFT) implemented on a specific blockchain network that may be linked or associated with certain Underlying Art.

“NFT Fee” shall mean the fee embedded in the NFT (or related smart-contract that issued the NFT), which is levied on any sale or transfer of the NFT.

“NFT License” shall have the meaning provided in Section 12 of these Terms.

“Open-Source Licenses” shall mean open-source licenses that, subject to certain limitations, allow the software, other components and items to be freely used, modified and shared, and licenses that comply with the open-source definition.

“Payment” shall mean a payment in fiat currencies or a transfer of Virtual Assets in exchange for goods or services, which is conducted within the Platform.

“Payment Card” shall mean debit or credit card used by you in connection with the Payments.

“Platform” shall mean the WeWay platform available at <https://weway.io/>, including any functionality, interface, software, and applications provided by WeWay or its Affiliates and related thereto.

“Platform Content” shall mean the information, materials, and works available on the Platform, including names (such as “WeWay” and “WeWay Platform”), logos, trademarks, pseudonyms,

stage names, images, pictures, photos, videos, animations, URL, domain names, design elements, etc.

“Prohibited Jurisdiction” shall mean any of the following jurisdictions: Cuba; Democratic People’s Republic of North Korea; Islamic Republic of Iran; Syria; the Crimea and Sevastopol; the People Republic of China (excluding Hong Kong, Macao and Taiwan); the United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands and the U.S. Virgin Islands), and any jurisdiction in which the use of the Platform is prohibited by applicable laws or regulations.

“Prohibited Person” shall mean any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government, or international authority.

“Social Activities” shall mean various social activities, social promotional campaigns, votings, fun petitions, impressions, Experiences, initiatives, and other similar activities conducted on the Platform that generally involve Creators and users of the Platform.

“Taxes” shall mean income, personal, corporate, sales, use, value-added, and other taxes, duties, and assessments (except taxes on our net income) claimed or imposed by any governmental authority.

“Terms” shall mean these WeWay Terms of Service, as may be amended from time to time.

“Third-Party Content” shall mean any content, information, materials, and items provided by third parties or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites and resources, and links thereto, (iv) content or information generated or provided by the Creators or their representatives, (v) User-Generated Content, and (vi) any information produced or derived from third-party sources, including information about the value and price of Virtual Assets, exchange rates between Virtual Assets and fiat currencies, blockchain transactions, and other similar data pertaining to any Virtual Assets, not limited to the above.

“Third-Party Costs” shall mean any costs, fees, or expenses that are charged by third parties, including, for example, the Gas Fees, fees related to Third-Party Services, etc.

“Third-Party Services” shall mean any software, services, items, and solutions that are not provided by us, such as, for example, blockchains, blockchain smart-contracts, payment gateways, payment systems, Digital Wallets.

“Tokens” shall mean WeWay cryptographic blockchain tokens that are native to the Platform.

“Underlying Art” shall mean certain digital art or work of authorship, for example, image, animation, photograph, or video, that is associated with an NFT.

“User-Generated Content” shall mean any information, materials, or content posted, created, or furnished by the users of the Platform or any person other than WeWay, including through the Platform.

“Virtual Assets” shall mean cryptocurrencies and other cryptographic tokens, such as, for example, Bitcoin (BTC), Ether (ETH), Litecoin (LTC), Bitcoin Ultimatum (BTCU), etc., excluding, for this purpose, NFTs.

Добавлено примечание (I2): Здесь указан перечень юрисдикций, с которыми запрещено сотрудничать. Желательно запретить доступ к платформе для этих локаций

Добавлено примечание (I3R2): Прошу подтвердить, что вы ознакомились с этим комментарием

“WeWay”, “we”, “us”, “our” shall mean WeWay Group Limited, a company registered under the laws of England and Wales, having company number 13529680, and registered address at 85 Great Portland Street, First Floor, London, England, W1W 7LT.

“WeWay Parties” shall mean WeWay, Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, and assignees.

“you”, “your” means the person who accepts these Terms; if you are acting on behalf of an entity, **“you”** and **“your”** shall refer to both you as an individual using the Platform, and the entity on whose behalf you are acting.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to the disadvantage of WeWay because it was responsible for the preparation of these Terms.

3. Eligibility

In order to access and use the Platform, you must:

- a. accept these Terms in full without modifications and agree to be bound hereby;
- b. comply with these Terms at all times;
- c. comply with the age requirements described below;
- d. be able to form a legally binding agreement with WeWay on the terms herein set forth;
- e. if you are acting for or on behalf of an entity, be duly authorised to act on behalf such an entity and execute legally binding agreements on its behalf;
- f. neither be a Prohibited Person nor use the Platform for the benefit of a Prohibited Person.

If you are an individual, you shall be at least 14 (fourteen) years of age to use the Platform. If you are under 18 (eighteen), you shall have your parent or legal guardian’s permission to use the Platform. Please have them read these Terms with you. If you are a parent or legal guardian of a user under the age of 18 (eighteen), by allowing your child to use the Platform, you are subject to these Terms and responsible for your child’s activity on the Platform. We may restrict the use of certain functionality or participation in certain transactions for the persons under the age of 18 (eighteen). While using the Platform, we may from time to time require you to confirm your age. You acknowledge that such age verification is mandatory and we may prohibit you from using certain functionality or participating in certain transactions if you fail to (a) provide the requested information or (b) confirm that you are older than 18 (eighteen) years of age in a manner acceptable to WeWay.

If you do not comply with the eligibility requirements listed above, you shall not access and use the Platform, and are not allowed to enter into these Terms.

4. License

Subject to your continued compliance with the eligibility requirements set out in Section 3 of these Terms above, we hereby grant you the License. The License is subject to other terms

and conditions provided in these Terms and will remain effective until terminated as provided herein.

Any open-source software, components and items of the Platform will not be covered by the License granted hereunder, and will be subject to the terms and conditions of the applicable Open-Source License.

The License granted hereunder shall terminate and cease upon the occurrence of any of the following events:

- a. these Terms expire or are terminated;
- b. you violate these Terms;
- c. we choose to terminate the License and/or your access to the Platform at our sole and absolute discretion, with or without reason, including by deleting or suspending your Account.

Your access and use of the Platform shall not violate the terms of the License and/or Open-Source Licenses, if and as applicable.

5. Prohibited Use

You agree that you are responsible for your own conduct while accessing or using the Platform, and for any consequences thereof. You agree to use the Platform only for purposes that are legal, proper, and in accordance with these Terms and any applicable laws or regulations.

You agree that you shall not conduct or participate in any of the following activities when accessing or using the Platform, or in connection with such access or use:

- a. disrupting, interfering with, or inhibiting other users from using the Platform, or carrying out activities that could disable, impair, or harm the functioning of the Platform, servers, or underlying software;
- b. posting, uploading, or submitting any content that is illegal, infringing, harmful, offensive, hate-related, or inappropriate (the final decision on whether the content is appropriate shall be taken by us at our sole discretion);
- c. using the Platform for any illegal purposes, including, but not limited to, terrorism financing, money laundering or tax evasion;
- d. engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
- e. circumventing or attempting to circumvent any access or functionality restrictions or limitations with respect to the Platform or underlying software, using malware, harmful code or software, undertake hacker or other attacks, take advantage of any technical malfunction, error, delay, or security breach;
- f. using any spider, site search/retrieval tool, or other tools to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its users or Creators;
- g. using, employing, or operating a bot, computer program to simulate the human behaviour of a user, or other similar forms of automation to engage in any activity or transaction on the Platform (including, without limitation, to make purchases or participate in auctions);

- h. accessing or using the Platform for the purpose of creating a product or service that is competitive with any of our products or services, including the Platform;
- i. abusing, harassing, or threatening another user of the Platform, Creator, WeWay, WeWay Parties or any of their authorised representatives;
- j. acquiring NFTs or Merchandise through inappropriate or illegal means (including, among other things, using a stolen Digital Wallet, Payment Card, or a payment mechanism that you do not have the right to use, or purchase NFTs or Merchandise and then attempting to charge the cost back to your payment method while still maintaining ownership or control of respective NFTs or Merchandise or selling, gifting, or trading them to someone else);
- k. purchasing, selling, or facilitating the purchase and sale of any Account(s) to other persons for any consideration;
- l. use the Platform or related information for any purpose that is harmful or detrimental to us, Affiliates, the Platform, Creators, other users of the Platform, or any third parties;
- m. violating any rights of any third person, including copyright, trademark, or any other intellectual property rights;
- n. carrying out fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain Virtual Assets, NFTs, or property of other users or third persons, or conduct any other illegal action;
- o. subject to the terms of the applicable Open-Source License (and to extent applicable), copying, reproducing, or cloning the Platform, or duplicating its essential elements, or creating derivative works based on the Platform or its elements without our prior written consent;
- p. carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

If you are engaged in any of the aforementioned prohibited activities, we may, at our sole and absolute discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate these Terms, your Account, and cease performing any obligations towards you that are related to the Platform or otherwise under these Terms.

Notwithstanding the foregoing, however, if we reasonably believe that you are engaged in any of the aforementioned prohibited activities, in addition to our right to immediately suspend or terminate your Account and/or these Terms, we also reserve the right, at our sole and absolute discretion, without notice or liability to you, to take any or all actions to deem or recognise any transaction that took place via or as the result of such activities to be void *ab initio*.

6. Warranties and Representations

You represent and warrant to us that:

- a. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with Virtual Assets, NFTs, and Virtual Asset storage facilities, including Digital Wallets, software wallets, distributed ledger technology, blockchain, etc.;

- b. any Digital Wallet or Payment Card used by you with or within the Platform is either owned by you, or that you are validly authorised to carry out transactions using such Digital Wallet or Payment Card;
- c. any funds or Virtual Assets used by you to carry out Payments or other transactions within the Platform are from legitimate sources and were lawfully acquired;
- d. you are not a Prohibited Person or subject to any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is subject to a country-wide or territory-wide sanction imposed by any country or government or international authority;
- e. you shall be solely responsible for all and any Payments and for any consequences and outcomes thereof;
- f. you understand and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Virtual Assets or funds in any manner;
- g. if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business;
- h. accessing and/or using the Platform is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your access to and use of the Platform shall be in full compliance with applicable laws;
- i. you will comply with any applicable tax obligations in your jurisdiction arising from or in connection with any transactions carried out on or with the use of the Platform, including acquiring, storing, selling, or transferring funds, NFTs, and Virtual Assets;
- j. you understand that purchasing, selling, and holding Virtual Assets and NFTs carries substantial risk as the prices may change rapidly, and that you should obtain appropriate professional advice before making any decision;
- k. you shall not make any decisions based solely on the information available on or provided through the Platform, data or materials otherwise made available by us, and shall conduct your own substantial research and analysis before making any decision;
- l. your use of information or materials made available on or through the Platform, or otherwise communicated by us, shall be at your own risk, and that nothing contained on the Platform shall be deemed a guarantee or promise that such information is true or correct, or that any transaction carried out by you will be suitable for you;
- m. you will carefully evaluate, check, and verify any Third-Party Content before you use it or rely upon it in any manner;
- n. all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Platform.

7. Account

In order to access and use certain parts and functionality of the Platform, you may need to register for an Account. You shall provide accurate and complete registration information when you create an Account and shall maintain and promptly update your information as necessary.

Unless you are duly authorised to do so, you shall not provide us with the information related to any third party. Any actions conducted with or through your Account will be deemed conducted by you.

To register for an Account, you will have to enter your Login Details which will be used for accessing and managing your Account. You will be solely responsible for implementing all reasonable and appropriate measures for securing your Login Details and safeguarding your Account. You shall not share your Account with third persons, and shall not transfer, sell, or license your Account or Login Details to third persons without our prior written consent.

You may cancel (deactivate) your Account and cease using the Platform at any time by contacting us or using the respective functionality of the Platform, if available. We may reclaim your username at any time and without liability to you.

8. Digital Wallets

In order to use certain functionality within the Platform, for example, to purchase, store, and dispose of the NFTs, you may need to connect your Digital Wallet through one of the compatible third-party software wallets, such as, for illustration purposes only, MetaMask, TrustWallet, BTCU Wallet, or similar software.

The Digital Wallets constitute Third-Party Services and we are not responsible for, do not endorse, shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Digital Wallets used by you within the Platform or otherwise. When using Digital Wallets, you should review applicable terms and policies that govern your use thereof. We never receive access to or control over your Digital Wallet, or funds, Virtual Assets or NFTs held in such Digital Wallet. You may disconnect your Digital Wallet from the Platform or change it at any time.

9. Payment Cards

When using the Platform, you may use your Payment Card to make certain Payments. The Payment Cards constitute Third-Party Services and we are not responsible for, do not endorse, shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Payment Cards used by you within the Platform or otherwise. When using Payment Cards, you should review applicable terms and policies that govern your use thereof. We never receive access to or control over your Payment Card, or funds or Virtual Assets related to your Payment Card.

10. Security

You are solely responsible for securing your Payment Card and its details, your Account, Digital Wallet, and credentials thereto (including private key, seed phrase, password, etc.). If you become aware of any unauthorised use of your Account, Digital Wallet, or Payment Card, you shall notify us immediately. Do not share your credentials or Payment Card details with any person, as this will give such person the ability to control your Account, Digital Wallet, or Payment Card.

11. Marketplace

The Marketplace may provide you with the opportunity to offer, sell, purchase, bid on, collect, trade, showcase, and otherwise transact with the Marketplace Items. We facilitate transactions between buyer and seller of a Marketplace Item, but we are not a party to any agreement between buyer and seller of a Marketplace Item on the Marketplace. We may collect revenue

on the Marketplace via transaction fees and other applicable fees which we display when you interact with the Marketplace.

We reserve the right to be the final decision maker on any disputes arising from purchases via the Marketplace, including in connection with any auctions or other purchase methods. We also reserve the right to remove any Marketplace Item for any reason, including violation of these Terms, at our sole discretion.

If you are the seller of the Marketplace Item, by providing or selling a Marketplace Item through the Marketplace, you hereby represent and warrant that you own all legal rights, including intellectual property rights, title, and interest in and to the Marketplace Item, or you are legally authorised by the owner to provide or sell the Marketplace Item on the Marketplace. In order to list any Marketplace Item for sale on the Marketplace, you may be required to first deposit the Marketplace Item for sale for custody with us or our Affiliates until such time as the Marketplace Item is sold or you decide to remove it from the Marketplace.

If you are the buyer of the Marketplace Item, by purchasing a Marketplace Item, you bear full responsibility for verifying the authenticity, legitimacy, and identity of any Marketplace Item you purchase on the Marketplace. We make no guarantees or promises about the identity, legitimacy, or authenticity of any Marketplace Item on the Marketplace.

12. NFTs

Within the Platform you may be allowed to purchase or otherwise obtain certain NFTs. You hereby acknowledge that:

- a. we do not provide any representations and warranties with respect to the NFTs, including warranty that NFTs are fit for a particular purpose;
- b. NFTs may have no inherent or intrinsic value, or no value at all;
- c. NFTs may have no market;
- d. the value of each NFT, if any, is inherently subjective, in the same way as the value of any other collectibles;
- e. the NFT price may change dramatically or be substantially different from the price you purchased it or you expect it to have;
- f. before purchasing or bidding for an NFT, you have carried out a thorough review of such NFT, its related smart-contract and Underlying Art, if any.

When you legally and rightfully purchase or acquire an NFT in compliance with these Terms, you shall become the owner of the respective NFT. Ownership of the NFT does not give you:

- a. the ownership of the Underlying Art, if any;
- b. the right in and to the Platform Content; and
- c. any other rights or privileges other than those expressly set out in these Terms.

Since every NFT is implemented on a specific blockchain network, the ownership of the NFT is recorded in the respective distributed ledger (blockchain) that we neither operate nor control.

Subject to your continued compliance with these Terms, we grant you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license to display the Underlying

Art associated with the NFT that you purchased or otherwise rightfully received on the Platform, solely for your own personal, non-commercial use (the "**NFT License**"). All other rights in and to the Underlying Art shall be retained by WeWay or its applicable licensors.

An NFT (or the smart-contract used for the purposes of minting an NFT) may contain certain license terms applicable to such NFT and related Underlying Asset. Such license terms are in addition to the NFT License and in case of any discrepancy the license terms contained in the NFT (or issuing smart-contract) shall govern.

Subject to these Terms, as an owner of the NFT you shall be entitled to publicly claim the ownership of the NFT, display the Underlying Art under the terms of the NFT License, and to sell, transfer, or otherwise dispose of the NFT at your discretion.

The NFT License applies only to the extent that you continue to legally and rightfully own the applicable NFT. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of the NFT for any reason:

- a. the NFT License will immediately expire and terminate with respect to that NFT without notice;
- b. you will have no further rights in or to the respective NFT and its Underlying Art; and
- c. the restrictions prescribed in this Section 12 will survive the expiration or termination of the NFT License and/or these Terms.

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without our (or, as applicable, our licensors') express prior written consent in each case:

- a. modify the Underlying Art in any way, including, without limitation, the designs, colors, drawings, shapes, or attributes, or create derivative works based on the Underlying Art;
- b. use the Underlying Art to advertise, market, or sell any third-party product or service;
- c. use the Underlying Art in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- d. use the Underlying Art in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use;
- e. sell, distribute for commercial gain, or otherwise commercialise materials or merchandise that include, contain, or consist of the Underlying Art;
- f. attempt to acquire additional intellectual property rights in or to the Underlying Art;
- g. otherwise utilise the Underlying Art for your or any third-party's commercial benefit; or
- h. use the Underlying Art in violation of these Terms.

To the maximum extent permitted under the applicable law, neither WeWay Parties nor respective Creators engaged in creating the respective NFTs shall be liable to you or any third party for:

- a. any losses or damages related to the ownership, possession, sale, use, or transfer of the NFTs or Underlying Art;

- b. any losses or damages related to claims involving your ownership, possession, sale, use, or transfer of the NFTs or Underlying Art;
- c. the technology, transfer, maintenance, storage, security, use, or condition of the NFT or how the Underlying Art is maintained, stored, displayed, or transferred, and you accept it as your sole responsibility to secure the safety, security, and your intended use, sale, or transfer of the NFT.

You acknowledge and agree that a certain NFT Fee will be charged on any sale or transfer of the NFT, and further agree to pay such NFT Fee at the rate set in the respective NFT (or related NFT smart-contract). You hereby agree not to avoid or bypass your obligation to pay the NFT Fee. The amount of the NFT Fee shall be calculated as a product of (i) the applicable fee rate, and (ii) all and any amounts received in exchange for or in connection with the sale, transfer, or disposal of the NFT. It is your responsibility to check the applicable NFT Fee.

You shall also ascertain that transactions with NFTs are conducted on blockchain networks and they imply all risks inherent in blockchain technology, as described in these Terms. Once the NFT is minted on the respective blockchain network and transferred to the appropriate Digital Wallet, we will no longer be in control of the respective NFT. The person exercising control over the respective Digital Wallet may be able to transfer, sell, exchange, or give the NFT away at any moment. The ownership of the NFT will be further determined by the data of the respective blockchain network.

13. Merchandise

Within the Platform you may be allowed to purchase or otherwise obtain certain Merchandise. Unless otherwise directly prescribed in the applicable law or decided by us in our sole discretion, any purchase of the Merchandise is non-refundable. The initial selling price of the Merchandise shall be as provided on the Platform. We do not provide any warranties or representations with respect to the Merchandise purchased, offered, or otherwise made available within the Platform.

The terms of the Merchandise purchase, delivery, exchange, refund, or return may be subject to certain other terms and policies available on the Platform, which, for the avoidance of doubt, shall constitute a part of these Terms.

14. Fundraising

The Platform may, from time to time, make the Fundraising Functionality available on the Platform, which allows you to donate funds or Virtual Assets to certain Creator(s). Such donations may be accepted over the course of fundraising campaigns or otherwise. Once you make the respective donation, unless otherwise expressly stated in the terms made available on the Platform and applicable to such donation, (a) you will cease your ownership of respective funds or Virtual Assets, (b) the donation is deemed non-refundable, and (c) you will not have the right to demand the donation back (in whole or in part) from us or from the respective Creator(s). You hereby acknowledge and agree that the donation will be transferred to, and subsequently disposed of, by the respective Creator(s), and we will not control or manage such donations or disposal thereof.

We do not endorse nor make any warranties, whether express or implied, with regard to:

- a. the Creator's statements, intentions, promises, or obligations with regard to the Fundraising Functionality or donations received;

Добавлено примечание ((4)): При продаже физических товаров (мерча) онлайн, обычно публикуются отдельные документы, которые регламентируют условия возврата, рефанда и доставки.

Это можно будет сделать в дальнейшем, когда будут известны эти детали, но перед продажей мерча.

Сообщите, когда вам будут известны такие детали

Добавлено примечание ((5R4)): В ближайшее время продажа мерча или др физических товаров не предусматривается, т.к. влечет за собой большую логистическую нагрузку.

Если пункт требует глубокой детализации, то можно убрать. В ином случае может остаться как справочная информация

Добавлено примечание ((6R4)): В данный момент можно оставить пункт как есть. В дальнейшем, когда появятся детали, можно будет его дополнить и/или добавить на платформе дополнительные документы (по условиям возврата, рефанда и доставки).

- b. the Creator's activities described in the Fundraising Functionality, or actions with regard to the donations; or
- c. the Creator's acts or omissions with respect to the Fundraising Functionality or donations.

We shall not be responsible for or held liable in connection with the Creators' failure to comply with their promises or obligations relating to the Fundraising Functionality or donations on time or at all.

15. Social Activities

We may from time to time conduct certain Social Activities. Your participation in the Social Activities shall be subject to these Terms. With respect to the Social Activities, we shall not in any case be liable for or in connection with (a) any acts or omissions of the Creators or any other users of the Platforms or (b) any offline events or activities, unless such events or activities are organised by us. We do not endorse nor make any warranties, whether express or implied, with regard to, the Social Activities.

16. Payments

When you make a Payment, you shall provide and maintain valid payment information in connection with your use of the Platform. You represent and warrant that you are authorised to use the payment method you use within the Platform to make a Payment. You hereby authorise us (or our service providers and third-party solutions) to charge your payment method for the total amount of your purchase price. Your Payment or order may be suspended or cancelled for any reason, including if the payment method cannot be verified, is invalid or is otherwise not acceptable.

Any Payment requires your interaction with Third-Party Services, such as blockchains and payment systems, merchants, payment processing service providers, payment gateways, exchanges, as and where applicable. While we make our commercially reasonable efforts to ensure that the Payments are secure and simple, we cannot ensure that any Payment will be conducted successfully or will be conducted at all.

We have no control over the Payments and related transactions, nor do we have the ability to reverse any payments or transactions. We have no liability to you or to any third party for any claims or damages that may arise as a result of any Payments that you engage in via the Platform.

You are solely responsible for Payments carried out with the use of the Platform, including on the blockchain, and you will carefully appraise and assess the risks involved in every such transaction before it is made.

Unless otherwise is explicitly stated by us or required under the applicable law, we do not provide refunds for any purchases that you made on or through the Platform.

17. Associated Costs

When you make transactions with the use of the Platform, including Payments, certain Third-Party Costs may arise or be incurred by you, such as:

- a. Gas Fees;
- b. payment gateway fees;

- c. payment service provider's fees;
- d. bank and/or correspondent bank commissions;
- e. exchange commissions;
- f. intermediary commissions.

Unless otherwise expressly stated by us, we shall not bear such Third-Party Costs, whether associated with Payments or arising otherwise and we shall not be in any way held liable in connection therewith.

You shall solely and independently review the applicable Third-Party Costs that may arise in relation to your transactions carried out within the Platform, including the Payments. You shall also consider the applicable exchange rates, whether fiat to fiat, Virtual Asset to Virtual Asset, or fiat to Virtual Asset.

18. Taxes

You are responsible to pay any and all Taxes associated with or arising in connection with your use of the Platform and any transactions contemplated herein. You shall pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction. We have the right, and you hereby expressly authorise us, to deduct and withhold any and all taxes, duties, or assessments from payments due or made to you pursuant to these Terms or in connection with transactions contemplated herein. You hereby agree to provide us with all information and documents necessary for determining our tax obligations related to your use of the Platform.

19. Requests for Information

We may require you to provide additional information and documents at the request of any competent authority or in case of application of relevant laws or regulations, including laws related to anti-money laundering (legalisation) of incomes obtained by criminal means, or for counteracting financing of terrorism. We may also require you to provide additional information and documents in cases where we have reasons to believe that:

- a. your Account, Payment Card, and/or Digital Wallet is being used for money laundering or for any other illegal activity;
- b. you have concealed or reported false identification information and other details; or
- c. your actions or transactions were conducted in breach of these Terms, or you are otherwise in violation hereof.

In such cases, we, acting in our sole discretion, without prior notice or liability, may suspend your Account and/or use of the Platform until such additional information and documents are received, reviewed, and accepted by us. If you do not provide complete and accurate information and documents in response to and within the term set out in such a request, we may immediately, without prior notice or liability, terminate your Account and use of the Platform.

20. Proprietary Rights

You hereby acknowledge that the Platform Content is protected by copyright, trade dress, patent, trademark, other relevant intellectual property and proprietary rights laws, international conventions, and applicable laws. The Platform Content is proprietary to us, Affiliates, or our licensors. Subject to the terms of the License granted hereunder, neither your use of the Platform nor anything contained in these Terms or materials made available on the Platform gives you any rights, title, or interest in or to the Platform or Platform Content. You may not obscure, remove or alter any marks or notices displayed on the Platform. Unless otherwise explicitly prescribed herein, any rights not expressly granted to you under the License, NFT License, and/or applicable Open-Source Licenses are reserved by us, respective Affiliates, Creators, and/or other respective rights holders as the case may be.

Certain components used in the Platform or Platform Content may be distributed under Open-Source Licenses, the terms of which shall be made available to you, and you agree to abide by and comply with the terms of such Open-Source Licenses, if applicable. Subject to the foregoing sentence, the Platform, including its elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

Any copyright or other intellectual property claims shall be sent to our contact details provided herein.

21. Third-Party Content and Services

When using the Platform, you may view or interact with the Third-Party Content and/or Third-Party Services. Furthermore, the Platform displays certain Third-Party Content generated from third-party sources and Third-Party Services such as, for example, information about the prices of certain Virtual Assets, exchange rates between different Virtual Assets, blockchain and other transactions, balances, rates, etc.

We do not endorse or make any warranties, whether express or implied, with regard to the Third-Party Content and Third-Party Services, and shall not be responsible for or held liable in connection with any Third-Party Content or Third-Party Services. You hereby affirm and acknowledge that your use of or reliance upon Third-Party Content or Third-Party Services, and your interactions with third parties that are linked to or from the Platform, shall always be at your own risk, and we shall in no event be responsible for or held liable in connection therewith. To the maximum extent permitted by the applicable law, in no event shall WeWay be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

22. User-Generated Content

You may be allowed to post, create, or furnish User-Generated Content through the Platform. If you post, create, or provide any User-Generated Content, you must ensure that it at all times is true, accurate, complete, and up to date and that it does not violate the laws or any rights of Creators or other third parties. You shall be solely liable and responsible for your User-Generated Content. By creating or providing any User-Generated Content you warrant that you own all intellectual property rights in and to such content or otherwise have the right to use the content in such a manner and that such content does not violate any rights of third parties or laws.

We do not immediately review all User-Generated Content nor do we have such an opportunity. We do not undertake any obligations in respect to the User-Generated Content, e.g., an obligation to review or post such content, or obligations of confidentiality. At all times, we retain

the right to remove any User-Generated Content without any prior notice or liability in case we, at our sole discretion, determine that it is offensive, unacceptable, may harm us or violate these Terms, any laws, or public order.

By creating or furnishing User-Generated Content, you grant us a non-exclusive, irrevocable, royalty free, perpetual, fully paid up, worldwide license (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works based on your User-Generated Content, and the right to assign these rights to third parties in whole or in part. We may use, reproduce, disclose, make publicly available, and otherwise exploit any of your comments, suggestions, recommendations or other feedback provided in connection with or relating to the Platform, our other products and services (regardless of whether such feedback was provided through the Platform or otherwise on the Internet), throughout the world at its sole discretion, without restrictions or any obligations to you.

23. Updates

We may from time to time and without prior notice make certain updates, improvements, or modifications to the Platform, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and we shall not be in any case held liable with respect to any such updates. You hereby affirm and acknowledge that occasionally the Platform may be unavailable or its operation may be interrupted with or without notice, and you accept and assume such risks in full.

24. Availability

Subject to the terms hereof, generally we are not going to terminate access to the Platform for any eligible person. At the same time, the availability and functionality of the Platform depend on various factors. We do not warrant or guarantee that the Platform will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access, bug-, virus-, or error-free.

The Platform may be inaccessible or inoperable from time to time for any reason, including, for example, maintenance procedures or repairs, updates, force majeure circumstances, disruptions, equipment or software malfunctions, sophisticated hacker or malware attacks, unavailability of respective Third-Party Services, or due to other reasons.

25. Access

We may, at our sole and absolute discretion, at any time and without prior notice and liability, terminate or discontinue the Platform or any of its components (such as Account or Marketplace), including for the Prohibited Persons or IP addresses located in the Prohibited Jurisdictions.

We may further restrict or suspend your access to and/or use of the Platform or any of its components (such as Account or Marketplace), as well as any products or services provided by us with immediate effect and without notification if we, acting at our sole discretion, determine that (i) you have violated or are likely to violate these Terms, applicable laws, or regulations, or (ii) you or your actions create possible legal exposure for us.

We may, at our sole and absolute discretion, limit, suspend or restrict access to the Platform or any of its components (such as Account or Marketplace) for persons who reside or are located in specific jurisdictions or territories, including in accordance with our internal risk management policies, due to legal uncertainty or other reasons. You hereby agree that we may install and

utilise certain software, solutions and/or tools (for example, geo-blocking solutions) that allow for identifying users from certain restricted jurisdictions, or those who have violated these Terms or the law, and restrict their access to and use of the Platform.

26. Important Disclaimers

We do not warrant, guarantee or represent, whether expressly or impliedly, that the information and communications that are available on the Platform are true, complete, timely, reliable, accurate, sufficient, non-infringing, or fit for a particular purpose, and we will be under no obligation to update or fix such information and communications. We shall not be responsible for the accuracy or completeness of such information and communications; therefore, any use of such information is at your own discretion and risk, and you are solely responsible for any possible damages or losses arising from such use. Such information and communications may also contain references to third-party data and publications. Although we believe that such data is accurate and reasonable, there are no assurances as to the accuracy or completeness of this data. Any reference to such third-party data and publications does not imply our endorsement thereof. You should always conduct your own independent research and thorough investigation.

You hereby acknowledge and agree that we do not provide any custodial or similar services, custodial solutions, or software, do not act as your agent or representative, and do not control, manage, or custody any of your funds and/or Virtual Assets.

The Platform, including any information and materials available thereon, is not intended to constitute an offer of securities or Virtual Assets, or a solicitation for investment in or purchase of securities or Virtual Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with Virtual Assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or investment decision. Please consult your own legal or financial advisor before making any decision, and always do your own research.

We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Platform nor anything in these Terms shall be considered as broker and/or fund management services, or any intermediation services thereto.

27. WeWay Tokens

We do not endorse, give warranties, or make representations with respect to the Tokens, all of which are hereby expressly disclaimed, including implied warranty of title, non-infringement or fitness for particular purpose. Nothing on the Platform shall be deemed an offer of the Tokens, solicitation to invest in or purchase the Tokens. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with the Tokens. Please consult your own legal or financial advisor before making any decision related to the Tokens, and always do your own research. It shall be your own decision whether to purchase or transact with the Tokens.

The WeWay Parties shall not be in any case liable to you with respect to the Tokens, including, but not limited to: (i) functionality of the Tokens, (ii) value of the Tokens, (iii) merchantability of the Tokens, (iv) regulatory or tax risks pertaining to the Tokens, (v) possible token swap related to the Tokens.

28. No Warranty

The Platform is provided on an “as is” and “as available” basis, and any access to and use of the Platform will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Platform, all of which are expressly disclaimed.

We do not warrant, whether expressly or impliedly, and expressly disclaims any warranty and/or representation that:

- a. the Platform will work as expected, or that any information provided through the Platform or otherwise communicated in connection with the Platform and its operation will be timely, accurate, reliable, complete, true or correct;
- b. the Platform will be secure, error-free or available at any particular time or place, or will continue working, operating or functioning for any period of time;
- c. any transactions or operations carried out through or on the Platform will be processed, completed, or performed as expected;
- d. any defects, flaws, bugs or errors in the Platform will be corrected; and
- e. the Platform will be free of viruses, bugs, trojan horses, malfunctions, or other harmful components, or properly protected from hacker, malware or other attacks, or third-party hostile interferences.

29. No Advice

No part of the information or content available on the Platform or otherwise communicated by us or on our behalf should be considered to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax, or other professional advisor regarding this information. We shall not be responsible for the accuracy of the information and materials contained on or provided through the Platform, therefore any use of such information and materials is at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising from such use.

30. Waiver of Fiduciary Duties

These Terms and the Platform are not intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary contained in these Terms or applicable provisions of law or equity, and to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

31. Assumption of Risks

By accessing or using the Platform you acknowledge all of the following risks:

- a. **Value and Volatility.** The prices of Virtual Assets and NFTs are extremely volatile and subjective, and Virtual Assets and NFTs have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of Virtual

Assets and NFTs, which may also be subject to significant price volatility. We do not guarantee that any Virtual Assets and NFT will retain their original value, as the value of Virtual Assets and NFTs depends on factors occurring outside of our control that may materially impact the value and desirability of any particular Virtual Assets or NFT.

- b. **Risk of Software Weaknesses.** Although we make reasonable efforts to ensure that the Platform and related software follow the high-security standards, we do not warrant or represent that the Platform or any related software are secure or safe, or protected from phishing, malware or other malicious attacks. Further, the Platform and related software may contain weaknesses, bugs, vulnerabilities, viruses or other defects which may have a material adverse effect on the operation thereof, or may lead to losses and damages for you, other users of Platform, or third persons.
- c. **Risk Inherent in the Underlying Blockchain Networks.** Certain parts of the Platform interact with the blockchain network(s). As a result, any malfunction, breakdown or abandonment of such blockchain(s) may have a material adverse effect on the Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Platform and related blockchain software by rendering ineffective the cryptographic consensus mechanism that underpins the blockchain. The smart-contract concept, the underlying software and software platforms, including the blockchain networks, are still in an early development stage and unproven. Although it is very unlikely, the blockchain, as well as any other blockchain, can be attacked which may result in downtime, consensus split, long reorganisation of the chain, 51 percent attack, or other adverse outcomes each of which may lead to complete loss of your assets implemented on such blockchain network.

In addition, the Platform may derive certain information from the blockchain(s) and related software in an automated manner, which means that such information is not verified. As a result, such information may not be true, complete, timely, accurate, or sufficient. Furthermore, certain functions within the Platform may be executed by third parties that may not act in a timely or reliable manner, or as expected or intended, or may fail to act, which can lead to inaccessibility of the functionality or partial or complete loss of your respective assets.

- d. **Risk of Flawed Logic of the Platform.** The underlying logic of the Platform and related software may be flawed, defective or impaired, which can result in software or smart-contracts operating incorrectly or not as expected, or transactions being executed in violation of logic which underpins the software or smart-contracts, which can lead to partial or complete loss of assets used in the transaction.
- e. **Risk of Confusing User Interface.** Certain user interface elements or design decisions of the Platform can be confusing or mislead you, which may result in the execution of a different action or transaction than intended or desired, or connection of a wrong Digital Wallet, account, network, or Payment Card.
- f. **Risk of Legal Uncertainty.** The regulatory regime governing Virtual Assets, NFTs, blockchain technologies, and related activities is uncertain, and new regulations or policies may adversely affect the potential utility or value of your Virtual Assets or NFTs, or may have certain negative legal or tax consequences for you.

Also, activities of WeWay may be subject to various laws and regulations in the countries where it operates or intends to operate. We might be obliged to obtain different licenses or other permissive documents in some or all jurisdictions where we intend to operate our business, therefore, our business in such jurisdictions shall always be subject to obtaining

such licenses or permissive documents, if so directed by applicable laws. Furthermore, regulatory actions, orders or inquiries may adversely affect the Platform and WeWay, or impair our ability to make the Platform available. Additionally, changes in applicable laws or regulations or evolving interpretations of existing law could, in certain circumstances, result in increased compliance costs or capital expenditures, which could affect our ability to carry on the business model and develop the Platform and related software.

- g. **Risk of Theft.** We make a commercially reasonable effort to ensure that any transactions carried out via the Platform are secure. Notwithstanding the aforesaid, there is no assurance that there will be no theft of the funds, Virtual Assets, or NFTs as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, double-spent attacks, flash-loan attacks, vulnerabilities or defects of the Platform or related software, applicable blockchain network, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. Any of the above may lead to partial or complete theft or loss of funds, Virtual Assets, or NFTs used in transactions carried out through the Platform or with the use of related software.

If you do not acknowledge and accept the risks described above, you shall not use the Platform. The WeWay Parties shall not be liable to you or any third party with respect to the risks listed above.

32. Limitation of Liability

To the maximum extent permitted under the applicable law, in no event shall:

- a. the WeWay Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms or their violation, the use or inability to use the Platform, and/or the failure of the Platform to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether any of the WeWay Parties have been advised of the possibility of such damages;
- b. our shareholders, officers, directors, employees, and consultants be held personally liable in connection with these Terms or their violation, or the use or inability to use the Platform, provided that this item "b" does not limit the liability of WeWay as an entity;
- c. the WeWay Parties be liable for any damages or losses arising in connection with trojan horses, third-party hostile interferences, hacker attacks, phishing attacks, malware attacks, regardless of whether (i) such attacks targeted you, other users, WeWay, or the Platform, and (ii) WeWay managed to take timely or effective measures against such attacks;
- d. the WeWay Parties be responsible for or held liable in connection with inaccuracy or incompleteness of any content or information, whether provided through the Platform or communicated otherwise, or third persons' conduct;
- e. the WeWay Parties be responsible for or held liable in connection with any Third-Party Content or Third-Party Services;
- f. the WeWay Parties be liable or responsible for any acts or omissions of the Creators or their representatives, or other users of the Platform, whether on or in relation to the Platform or otherwise;

- g. the aggregate liability of the WeWay Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, interaction with, use, or inability to use the Platform, exceed US \$1,000.

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the excluded damages listed above in this Section 32 from the WeWay Parties. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law.

In connection with these Terms and your use of the Platform, liability of the WeWay Parties shall be limited to direct damages and losses suffered by you due to gross negligence, fraud, intentional misconduct, or violation of the law on the part of the WeWay Parties.

33. Release and Waiver

You hereby expressly waive and release the WeWay Parties from all and any liability, damages, losses, claims, or causes of action that arise from or relate to these Terms, your use of the Platform, as well as any transactions carried out by you with the use of the Platform. To the maximum extent permitted under the applicable law, you further waive any and all protections and benefits granted to you under the applicable law that limit or impair the release and waiver contained in the foregoing sentence, including due to the fact that you do not know or suspect to exist in your favour at the time of executing the release.

34. Force Majeure

We shall not be held liable or responsible for any non-performance or undue performance of our obligations under these Terms if such non-performance or undue performance results from or is caused, directly or indirectly, by the force majeure circumstances, which include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) epidemic, pandemic, insurrection, riot, labour dispute, accident, (iv) sanctions, government actions, embargoes, (v) injunctions, cease and desist orders, restraining or similar orders, other actions of a court, governmental or other authorities, (vi) weaknesses, vulnerabilities and bugs in, and malfunctions of, the software, blockchain networks, smart-contracts, other technologies related to, relied upon by, or used in connection with, the Platform, 51% attacks or similar attacks on Virtual Assets' or NFTs' underlying blockchain networks; (vii) theft of Virtual Assets or NFTs, including from Digital Wallets, smart-contracts, or accounts with digital asset (cryptocurrency) exchanges, loss or theft of Virtual Assets as a result of an attack, including hacker, malware, or other attack, or third-party hostile interference; (viii) actions, failures to act or inactions of Creators, Third-Party Service providers, or other third parties, including other users having different roles, fraud or theft of funds by third parties (including so-called "exit-scams"), (ix) system interference and/or destruction by any malicious programs, (x) power failure, equipment or software malfunction or error, (xi) other circumstances beyond the control of WeWay interfering the performance hereof.

35. Indemnity

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the WeWay Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Platform, and (iii) exercising, enforcing or

preserving WeWay's rights, powers, or remedies (or considering doing so) with respect to you in connection with these Terms.

We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out herein. The indemnity set out herein is in addition to, and not in lieu of, any other remedies that may be available to the WeWay Parties under the applicable law.

36. Applicable Law

These Terms and any matters contemplated herein, shall be governed by, construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

37. Disputes Resolution

Except for any Disputes in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and WeWay hereby agree to settle and finally resolve any Dispute arising out of or in connection with the Platform, these Terms, and any matters contemplated herein in accordance with this Section 37.

For any Dispute that you have against WeWay, WeWay Parties, or relating to the Platform, these Terms, or any matters contemplated herein, you shall first contact us and attempt to resolve the Dispute informally by sending a notice to us by email at hello@weway.io. The notice must include your name, address, and email, and such other information necessary to identify you or assess your inquiry, describe the nature and basis of the Dispute and set forth the specific relief sought. If WeWay and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such notice is received, then either party may submit the dispute to the competent courts of London, United Kingdom, in accordance with the terms set forth below.

Any Disputes arising out of or in connection with the Platform, these Terms or any matters contemplated herein, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the competent courts of United Kingdom, which courts, subject to the terms of this Section 37, shall have an exclusive jurisdiction to settle the Disputes. You will not and hereby waive your rights to object to the jurisdiction prescribed herein.

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you and WeWay shall maintain the confidentiality of any court proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the court proceedings or related to the Disputes.

Any Dispute arising out of or related to these Terms is personal to you and WeWay and will be resolved solely through individual court proceedings and will not be brought as a class action or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of the court where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

To the maximum extent permitted under the applicable law and subject to the terms of this Section 37, you and WeWay waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in a court of any jurisdiction other than prescribed herein.

Добавлено примечание (17): Укажите email адрес для ведения коммуникации в случае возникновения спора. Это может быть целевой email адрес, например, legal@weway.io

To the maximum extent permitted under the applicable law, you and WeWay hereby agree that any claim arising out of or related to the Platform, these Terms, or any matters contemplated herein shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor WeWay will have the right to assert such claim.

38. Entire Agreement

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and WeWay concerning the matters contemplated herein and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and WeWay regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

39. Modification

We may modify, supplement or update these Terms from time to time at our sole discretion. If we make changes to these Terms, we will update the "Last Updated" date at the top of these Terms. It shall be your responsibility to regularly review these Terms.

Unless otherwise specified in our notice, updated Terms shall be effective immediately, and your continued use of the Platform will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Platform.

40. Communication

You agree and consent to receive electronically all Communications that WeWay provides in connection with these Terms and any matters contemplated herein. You agree that WeWay may provide Communications to you by posting them on the Platform, including in your Account, by sending an email to your address provided to us when registering an Account, or by sending an email to your address used by you in communications with us. Any Communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such Communications be in writing.

It is your responsibility to regularly monitor the above communication channels for updates. All Communications given in accordance with this Section 40 shall be deemed in writing, valid, and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

You may electronically communicate with us by sending Communications to the following email address: hello@weway.io. We may require you to provide additional data or documents, or conduct certain actions in order to allow us to identify you and properly assess your inquiry.

Добавлено примечание (18): Укажите основной email адрес для ведения коммуникации с пользователями

41. Personal Data and Privacy

Please learn how your personal data is processed within the Platform in our Privacy Notice available at https://weway.io/weway_privacy_policy.pdf.

42. No Waiver

No failure or delay by WeWay to exercise any right or remedy provided under these Terms or law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

43. Assignability

You shall not have the right to assign or transfer any rights or obligations under these Terms without our prior written consent. We may assign and transfer these Terms, all and any rights and obligations hereunder to an Affiliate or successor, or in connection with the redomiciliation to another jurisdiction, without your consent or approval, or any prior notice.

44. Validity and Enforceability

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

45. Language

Currently, only the English version of these Terms and any Communications is considered official. The English version shall prevail in case of differences in translation of any materials, information, documents, Communications, or other content.

46. Termination

We may, in our sole discretion and for any or no reason, terminate these Terms and suspend and/or terminate your Account(s) with or without the provision of prior notice. You agree that any suspension or termination of these Terms or your access to the Platform may be without prior notice, and that we will not be liable to you or to any third party for any such suspension or termination.

In addition, if we terminate these Terms or suspend or terminate your access to or use of the Platform due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies we may have at law or in equity.

You may terminate these Terms at any time by cancelling (deactivating) your Account(s) and discontinuing your access to and use of the Platform. If you cancel (deactivate) your Account(s), or otherwise terminate these Terms, you will not receive any payments or refunds, if any, for any purchases that you might make on or through the Platform.

47. Survival

Sections 12, 16, 18, 19, 22, 27, 32-37, 40-47 of these Terms and provisions hereof constructed to survive the termination of these Terms shall survive any expiration or termination of these Terms, regardless of reason.

[End of Document.]