

RSTLSS Platform

Terms and Conditions

Effective as of 2024-08-09

Last Revised as of 2024-08-09

Please read and agree to these Terms and Conditions (the "**Terms**") carefully before using any of our sites, mobile applications, platforms, smart contracts and/or software (collectively, the "**Services**") and/or creating and/or otherwise acquiring or using any digital assets in, or entering, RSTLSS Platform ("**RSTLSS**").

RSTLSS is a platform that allows anyone to build and trade digital wearables and accessories across other platforms and game engines, operated by Superzone Labs Foundation Ltd. ("**Superzone Foundation**", "**we**" or "**us**").

ACCEPTANCE OF TERMS

Your ("**you**", "**participant**", "**user**" or "**buyer**") engagement with RSTLSS and/or the Services is conditioned on your unconditional acceptance of and compliance with these Terms. If you disagree with any part of the Terms, then you may not engage or participate in RSTLSS.

By engaging, testing, purchasing, accessing or by calling an action on RSTLSS or you are deemed to agree to be unconditionally bound by, and accept these Terms, as set out below ("**Acceptance**"). If you do not unconditionally agree to these Terms, you are not authorized to engage, test, purchase, acquire, use, access, connect to or register to access RSTLSS or interact with RSTLSS and you must immediately cease doing so.

If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have full authority to bind the company or legal entity (and its employees) to this agreement. The terms may be amended from time to time by Superzone Foundation and any changes do not change your unconditional acceptance of these Terms. These Terms must be read in conjunction with our Privacy Policy which is hereby incorporated into these Terms by reference.

You expressly understand and unconditionally agree that your use of RSTLSS is at your sole risk and that RSTLSS is provided "as is" and "as available".

If you are a resident of a jurisdiction where the use of the Services is prohibited by law, regulation, or any governmental authority, you are strictly prohibited from accessing or using the Services. By accessing or using the Services, you represent and warrant that you are not a resident of any such prohibited jurisdiction.

AGE LIMIT

RSTLSS are offered and available to users who are 18 years of age or older. By purchasing, acquiring, accessing, or using digital wearables, you represent and warrant that you are of legal age to form a binding contract with Superzone Foundation and meet the foregoing eligibility requirement. If you do not meet this requirement, you must not purchase, acquire, access, or use digital wearables.

PLAYER ELIGIBILITY

You will not utilize the Services if you are a resident or national of a jurisdiction where access to the Services is prohibited under local laws. Your access to the Services is always initiated on your own accord, and you are solely responsible for ensuring compliance with applicable local laws. The use of our service is strictly prohibited and not available to individuals residing in the following countries: North Korea, Russia, Iran, Cuba, Syria, Afghanistan, Belarus, Myanmar, Central African Republic, Congo, Ethiopia, Iraq, Lebanon, Libya, Mali, Nicaragua, Somalia, South Sudan, Sudan, Venezuela, Zimbabwe, Yemen, Tunisia, Haiti, Burundi, Democratic Republic of the Congo.

By accessing or attempting to use our Services from any of the aforementioned countries, you acknowledge and agree that you are prohibited from doing so. We reserve the right to monitor user activity and take necessary measures to enforce this restriction, including but not limited to blocking access, terminating accounts, or refusing service. Please note that this list of restricted countries may be updated periodically without prior notice. It is your responsibility to ensure compliance with any applicable laws or regulations in your jurisdiction before accessing or using our Services. We appreciate your cooperation and adherence to these Terms, as they are necessary to maintain compliance with legal and regulatory requirements.

RSTLSS PLATFORM (“RSTLSS”)

RSTLSS is a platform designed for the seamless creation and trade of digital wearables and accessories, compatible across various platforms and game engines. The platform caters to both 2D and 3D creators, providing an interface to design and trade digital wearables, accessories, and more. These assets can be integrated with avatars across different platforms and game engines. The platform offers bundled assets, enabling elements of a single creation to be attributed to multiple artists, brands, or games. This ensures equitable royalty distribution among creators and publishers, fostering infinite collaboration and asset remixing. Additionally, the platform provides tools for personalized price and supply management, empowering creators with control over their digital wearables.

To access RSTLSS you are required to connect your digital wallet for authentication, to create and and access your account.

We have partnered up with Union Avatars and by utilizing Union Avatars' services, users agree to comply with all applicable terms, conditions, and policies set forth by Union Avatars. These terms are available on Union Avatars' website and may be updated at their discretion. Users are responsible for regularly reviewing and adhering to these terms. We reserve the right to modify or terminate the integration with Union Avatars at any time without prior notice. Users will be informed of any significant changes that may impact their use of the service.

A platform fee of 0.0008 ETH will be applied to each creation and transaction for the use of the platform.

DIGITAL WEARABLES

Digital wearables will be minted as ERC-1155. These standards enable full composability, allowing users to sell or swap individual traits of a complete garment such as fabric, sleeve type, graphics, or any other component, separately. To mint a digital wearable you must connect your digital wallet.

In RSTLSS the digital wearables will exist on the Chromia Relational Blockchain and/or Base Blockchain. Ownership of a digital wearable is limited to attribution of the relevant digital wearable residing on the relevant blockchain network, which is merely an information and transaction log recorded on an immutable ledger regarding the timestamped transfer history of such digital wearable. Users retain ownership of the artwork they create. This means that the creative elements, designs, and customizations made by the user are fully owned by them. However, the underlying silhouette used for the creation of these digital wearables remains our property. The metadata associated with each digital wearable, including ownership details and transaction history, is securely stored on the blockchain. The artwork itself, including all user-created designs and customizations, is stored on Amazon Web Services (AWS), ensuring robust and reliable storage.

Digital wearables are not a representation of money or electronic money, or any security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment. The payment in fiat currency or crypto is paid by the user via an external payment service provider of the platform (e.g. Paella Inc., d/b/a Crossmint), unless otherwise described on the platform.

PRICING

The RSTLSS Silhouettes are priced as indicated on the RSTLSS Platform at the time of purchase. Users will incur a platform fee for utilizing the RSTLSS Platform to apply their artwork and glyphs to the base

silhouettes. The platform fee is set at 0.0008 ETH. The mint price consists of the combined cost of the base silhouette, glyphs, and game add-ons, denominated in ETH.

ROYALTIES

Creator royalties are structured to permit the inclusion of works from multiple creators within a single digital wearable. Each 3D or 2D component is attributed to the original creator, and the final asset is minted to a smart contract that allocates royalties to all respective stakeholders.

Royalties will be automated by smart contract where enforceable. However, users should be aware that some major marketplaces may not enforce these royalty provisions, and we must include provisions in our Terms to account for this possibility. Secondary royalties are set at a pro-rata share of 2.5%. For instance, if two artists have contributed work to a single asset, each artist will receive a 1.25% share of the secondary royalties. This allocation ensures that all creators are fairly compensated for their contributions to the final digital wearable. By using our platform, creators acknowledge and agree to these terms regarding the allocation and enforcement of royalties.

RESTRICTIONS FOR USER GENERATED CONTENT

Users of RSTLSS are prohibited from creating, uploading, or minting any content that is illegal, offensive, or otherwise inappropriate. This includes, but is not limited to, content that is:

- Unlawful, defamatory, or infringing on any intellectual property rights
- Pornographic, obscene, or sexually explicit
- Hateful, discriminatory, or inciting violence
- Fraudulent, deceptive, or misleading

All user-generated designs submitted through RSTLSS will be subject to a review process to ensure compliance with these restrictions. Upon submission, each design will be marked 'under review' and thoroughly examined for any content that violates these guidelines. We reserve the absolute right to decline any design submission on any grounds, at its sole discretion. This includes, but is not limited to, instances where the content is deemed offensive, inappropriate, or in violation of any applicable laws or regulations. By using RSTLSS, users acknowledge and agree to these restrictions and understand that any violation may result in the rejection of their content and potential suspension or termination of their account.

USER REPRESENTATIONS

By using and accessing our Services, you represent and warrant that:

- You will submit and create true, current and complete registration information and maintain the accuracy of such information,
- You are not under the age of 18 and that you have the legal capacity to agree and comply with these Terms,
- You will not submit, create and/or sell content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content,
- You will only submit, create and/or sell content that you are the sole owner of and/or you are authorized to submit and/or sell,
- You will not use our Services for any illegal or unauthorized purpose, and
- Your use of the Services will not violate any applicable law or regulation.

TERMS OF SERVICE, PRIVACY AND SECURITY

It is your responsibility to know, understand and abide by these Terms and the Privacy Policy, which is incorporated herein by reference. Any information that you may provide to Superzone Foundation during your use of RSTLSS is subject to Superzone Foundation's Privacy Policy. Any information that you may provide to a third-party site during your use of RSTLSS is subject to the third-party site's privacy policy, and your use of any third-party site included in RSTLSS is governed by the terms of service of the applicable third-party site.

You are solely responsible of ensuring that any process, devices and/or services you employ to access or use any of the Services do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system and/or any data contained therein). To the greatest extent permitted by law and without limiting the generality of this section, Superzone Foundation excludes any liability for any interference or damage to your devices, computer system and/or any data contained therein in connection with your access or use of RSTLSS or any of the Services.

COMPLIANCE

Superzone Foundation makes no representation in respect of, or otherwise in connection with, the suitability of RSTLSS and/or any output generated by using RSTLSS, to engage into any regulated activity regarding RSTLSS or such output's compliance with laws and regulations applicable to such activities. Superzone Foundation neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable laws and regulatory requirements, including any applicable provisions of financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable legal requirements at your own cost and responsibility in using RSTLSS and/or the Services and/or any output in connection with RSTLSS and/or the Services.

TAXATION

Superzone Foundation makes no representation or advice of any kind in respect of, or otherwise in connection with, the suitability of RSTLSS and/or any digital wearables generated by using RSTLSS to engage into or with any taxation regulated activity regarding RSTLSS or such output's compliance with laws and regulations applicable to such activities, retrospectively, now or into the future. Superzone Foundation neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in taxation regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable taxation laws and regulatory requirements, including any applicable provisions of related financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable taxation legal requirements at your own cost and responsibility in using RSTLSS and any Services.

INTELLECTUAL PROPERTY OWNERSHIP, LICENSES AND RESTRICTIONS

Subject to the licenses expressly granted below, Superzone Foundation (or where applicable, our licensors) own all rights, title, and interest in and to

- (i) RSTLSS, the metadata and all proprietary source code, object code and other technology associated with RSTLSS and the Services
- (ii) digital wearable silhouettes
- (iii) any and all other content and materials available through the RSTLSS and Services, any associated application, and all intellectual property rights therein ("Superzone Foundation Intellectual Property").

Superzone Foundation Intellectual Property may only be used in connection with RSTLSS, for personal, non-commercial purposes, as expressly permitted in these Terms.

Unless explicitly stated, you should assume that all Superzone Foundation Intellectual Property is protected by copyright, trademark and other applicable intellectual property laws and may not be used except as permitted in these Terms. Superzone Foundation does not grant, by implication, estoppel, or otherwise, any

license or right to use any Superzone Foundation Intellectual Property or RSTLSS in a manner inconsistent with these Terms without the prior written permission of Superzone Foundation and/or any third-party that may own additional intellectual property.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the Superzone Foundation Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect RSTLSS or any other Superzone Foundation Intellectual Property.

We reserve the right to modify or discontinue RSTLSS and/or the RSTLSS (or any parts of any associated software or applications relating thereto) with or without notice at any time. Superzone Foundation (including, without limitation, our licensors) shall not be liable to you or any third-party for any modification, suspension, or discontinuance of RSTLSS or any Services or functionality.

Superzone Foundation retains full ownership of the components we create independently, including but not limited to silhouettes such as puffer jackets, pants, and other similar items. Notwithstanding this ownership, we hereby grant a perpetual commercial license to any user who incorporates these components into their creations.

Artists maintain ownership of their intellectual property and have the right to determine the specific type of licensing for their respective components. These licensing terms will govern any asset that includes the artist's intellectual property as a component. The rights of users to any asset will be governed by the most restrictive licensing terms set by the artists involved in the creation of that asset. These terms will be established at the time of minting and will be embedded into the metadata of the asset. By default, unless specified otherwise by the artist, the licensing for an asset will be for perpetual commercial usage.

TERMINATION

We may, at our sole discretion at any time, and for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of the Services. Termination may include, but not be limited to removal of your access to, or listing of the Services on Superzone Foundation media properties or platform; or the deletion of all account information related to the Services from Superzone Foundation's media properties; and barring any further use of or access to the Services by you. Superzone Foundation may terminate this Agreement if, in Superzone Foundation sole discretion, Superzone Foundation determines that there has been a breach of these Terms, a material breach of any other agreement between you and Superzone Foundation or a violation of law. Upon termination, all licenses granted herein end immediately. You will

cease using the Services and digital wearables. Termination of these Terms will not relieve you of your obligation to pay any amounts you owe up to and including the date of termination.

ASSUMPTION OF RISK

You acknowledge that:

- (i) markets and prices for blockchain assets, such as NFTs, can be extremely volatile, variations in prices for other digital assets could materially and adversely affect the value of any digital wearable that you own, and there is no guarantee that any digital wearable that you own will have or grow or retain any value; and
- (ii) there are risks associated with digital assets, cryptocurrencies and other internet-native assets, including but not limited to the risk of hardware, software, and internet connectivity failures, malicious software, and the risk that third parties may obtain unauthorized access to your assets, and neither Superzone Foundation nor any of its licensors shall be responsible for, or have any liability with respect to, any of these; and
- (iii) Superzone Foundation does not promise to host the Art or Metadata at any specific location or to make the Art or Metadata available on the internet for any specific period of time; and
- (iv) changes to the Chromia Relational Blockchain and/or Base Blockchain may have adverse effects on all blockchains using such platform, including without limitation, RSTLSS that you may Own; and
- (v) neither Superzone Foundation nor any of its licensors shall be responsible for, or shall have any liability with respect to, any transaction between you and a third-party (such as your purchase or sale of digital collectibles on a so-called "secondary market").

NO REPRESENTATIONS AND WARRANTIES

Superzone Foundation does not make any representation or give any warranty in respect to any characteristics of RSTLSS. All warranties are expressly excluded to the maximal extent permitted under applicable laws. In particular, while Superzone Foundation has endeavored to take all reasonable measures and apply appropriate care in the preparation of the content of RSTLSS, Superzone Foundation neither represent nor warrant that:

- (i) The RSTLSS or Services run uninterrupted and error-free; or
- (ii) The use of RSTLSS is fit for any particular purpose and does not infringe upon any third-party's intellectual property rights; or
- (iii) Any information contained in RSTLSS and/or any of the Services is accurate, adequate, complete or error free; and

- (iv) Except when otherwise stated in writing Superzone Foundation, the copyright holders and/or other parties provide RSTLSS and Services "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of RSTLSS and any digital wearables that you own is with you.

LIABILITY, INDEMNITY, AND INSURANCE

Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this license or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

Nothing shall operate to exclude or limit the Superzone Foundation's liability for:

- (i) death or personal injury caused by its negligence; or
- (ii) fraud; or any other liability which cannot be excluded or limited under applicable law.

In no event unless required by applicable law or agreed to in writing will Superzone Foundation (or any licensor) be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use RSTLSS (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties), even if such holder or other party has been advised of the possibility of such damages.

To the fullest extent permitted by law, Superzone Foundation shall not be liable to the User for any costs, expenses, loss, or damage (whether direct, indirect, or consequential and whether economic or other) arising from the User's exercise of the rights granted to it under this agreement.

The User shall indemnify Superzone Foundation against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Superzone Foundation or any of its licensors arising out of or in connection with:

- (i) the Users exercise of the rights granted to it under this agreement; and
- (ii) the Users breach or negligent performance or non-performance of this agreement, including any product liability claim relating to products manufactured, supplied, or put into use by the User; and
- (iii) the enforcement of this agreement; and
- (iv) any claim made against Superzone Foundation by a third-party for death, personal injury or damage to property arising out of or in connection with defective products, to the extent that

the defect in the products is attributable to the acts or omissions of the User, its employees, agents, sub-licensees, or subcontractors.

This indemnity shall not apply to any liabilities, costs, expenses, damages, or losses incurred by Superzone Foundation directly or as result of any material breach by Superzone Foundation of any term of this agreement, or any act of gross negligence or wilful misconduct by Superzone Foundation.

Liability under this indemnity is conditional on Superzone Foundation discharging the following obligations. If any third-party makes a claim, or notifies an intention to make a claim, against Superzone Foundation which may reasonably be considered likely to give rise to a liability under this indemnity (“**Claim**”), Superzone Foundation shall:

- (i) as soon as reasonably practicable, give written notice of the Claim to the Users, specifying the nature of the Claim in reasonable detail;
- (ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Users (such consent not to be unreasonably conditioned, withheld or delayed) provided that Superzone Foundation may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the User, but without obtaining the Users consent if Superzone Foundation reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (iii) give the Users and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives, or advisers, and to any relevant assets, accounts, documents and records within the power or control of Superzone Foundation, so as to enable the Users and its professional advisers to examine them and to take copies (at the User’s expense) for the purpose of assessing the Claim; and
- (iv) subject to the Users providing security to Superzone Foundation to the Superzone Foundation's reasonable satisfaction against any claim, liability, costs, expenses, damages, or losses which may be incurred, take such action as the Users may reasonably request to avoid, dispute, compromise or defend the Claim.

OR

be deemed to have given to the Users sole authority to avoid, dispute, compromise or defend the Claim.

If a payment due from the Users under this (Protection of the Copyright and the Mark) is subject to tax (whether by way of direct assessment or withholding at its source), Superzone Foundation or any of its licensors shall be entitled to receive from the User such amounts as shall ensure that the net receipt, after tax, to Superzone Foundation or any of its licensors in respect of the payment is the same as it would have been were the payment not subject to tax.

Nothing in this clause shall restrict or limit the Superzone Foundation's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

USER RESTRICTIONS

You are solely responsible for your actions, content and behavior of your account. You agree that you will not under any circumstances:

- access RSTLSS for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Services,
- collect or harvest any personal data of any user of the Services, including their private information, IP address, or other network profile data,
- use the Services for the solicitation of business in the course of trade or in connection with a commercial enterprise,
- distribute any part or parts of the Services without our explicit written permission (except for the operators of public search engines (e.g. Google) who is granted permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis),
- use the Services for any unlawful purpose or for the promotion of illegal activities,
- engage in, or attempt to engage in, harassment, threats, abuse, stalking, spamming, or vandalism,
- interfere or attempt to interfere with the proper operation of the Marketplace or prevent others from using the Services, or disrupt the normal flow of dialogue with an excessive number of messages (flooding attack) to our Services, or negatively affect other people's ability to use the Services,
- make any automated use of the Services or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure,
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer,
- develop, invoke, or utilize any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of our Services,
- circumvent, disable or otherwise interfere with any security-related features of the Services or features that prevent or restrict use or copying of content, or enforce limitations on use of the Services or the content accessible via the Services,

- use the Services in a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes,
- attempt to incite other people to commit unlawful or harmful acts, intimidate or threaten other users, or distribute private data or information, or
- use the Services in a manner that is inconsistent with applicable law and these Terms.

The above mentioned restrictions are not an exhaustive list. You agree not to allow or encourage any third party to use any of our Services to commit any of the above-mentioned or similar acts. We handle each instance of violation or alleged violation of these Terms on a case-by-case basis. We reserve the right to act or refrain from acting on any violations in any way we deem appropriate.

SUPPORT, UPDATES, ALTERATIONS, DISCONTINUATION

Superzone Foundation may, but has no obligation to, offer and subsequently amend, alter, suspend or discontinue support services with regard to RSTLSS and Services on such terms as Superzone Foundation may determine within its sole discretion. At all times, Superzone Foundation retains the right to use and/or dispose of RSTLSS and Services, at Superzone Foundation's sole discretion, as Superzone Foundation deems appropriate, including without limitation the right, without notice, to alter, modify, redesign, suspend or discontinue, at any time, any aspect or feature of RSTLSS and/or Services.

In particular, without limitation, Superzone Foundation has the right, but no obligation, to maintain, modify and/or update RSTLSS and Services within its sole discretion. Superzone Foundation may, but has no obligation to, provide technical support in respect of RSTLSS and Services. You acknowledge and agree that such maintenance, updates, alterations, modifications, redesigns, suspensions, or discontinuations may affect (also including by limiting or terminating) the functionality of RSTLSS and Services.

Superzone Foundation does not undertake to keep any digital wearables, or RSTLSS and Services updated. To the greatest extent permitted by law Superzone Foundation does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy or currency of information contained in any of the digital wearables, RSTLSS or Services or in relation to any posts, including without limitation where such loss or damage is a result of or contributed to by the negligence of Superzone Foundation.

BREACH AND REMEDIES

You understand and agree that observance of your obligations hereunder is of significant importance to Superzone Foundation and that, if you breach these Terms, Superzone Foundation would incur serious losses and other detrimental consequences which might not easily be cured.

If you breach any provision of, or undertaking, under these Terms, Superzone Foundation shall have the right to seek specific performance in respect of your obligations under these Terms including but not limited to the right to request that you cease and/or desist from committing any breach of such obligations, whether or not this forces you to abandon any commercial activity or not to pursue any opportunities at that time (cease and desist injunction). Superzone Foundation has the right to seek interim legal protection to prevent detrimental consequences and effects that cannot easily be remedied or to ensure an effective enforcement of your obligations under this Agreement. In such event, you fully waive any right you may have under applicable laws to request the provision of securities by Superzone Foundation.

RELATIONSHIP OF THE PARTIES

You, third parties, and we are all independent parties with respect to each other. These Terms do not mean an agency or partnership between us and you or any third party. It also does not constitute a joint venture, or an employment relationship. You agree that Superzone Foundation or any of its affiliated businesses has no special relationship with or beneficiary duty to you. No parties to these Terms (including us, you, and any third party) have the right to enter into an agreement for or on the behalf of any other agreeing party. No parties to these Terms may become involved in a situation that results in obligation or liability of any other agreeing party.

THIRD-PARTY RIGHTS

The Services may contain features and functions that link to third-party websites, servers, directories, systems, networks or any other kind of third-party hosting or hosted content. Anytime you access this content, what you do with it is between you and the provider of that content. We do not endorse or support any third-party content, and cannot be held responsible for what is contained on external systems. We expressly disclaim any responsibility for what happens on third-party systems. Third-party systems are not a part of our Services in any way, and we imply no affiliation or endorsement by having them on our system. Access and use of such third party sites or applications, including the information, material, products and services on third party sites or applications, or available through third party sites, is solely at your own risk.

Unless it expressly states otherwise, this agreement does not give rise to any rights under the contracts and rights of third parties to enforce any term of this agreement.

The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

ENTIRE AGREEMENT; WAIVER; SEVERABILITY

These Terms, together with the Privacy Policy incorporated herein by reference, constitute the entire agreement between you and Superzone Foundation. The failure of Superzone Foundation to exercise or

enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

ASSIGNMENT

Superzone Foundation is hereby permitted, to assign all of Superzone Foundation's rights and obligations under these Terms to a future affiliated entity in any jurisdiction. These Terms shall be binding upon and inure to the benefit of the permitted assignee of Superzone Foundation.

GOVERNING LAWS AND DISPUTE RESOLUTION

To the maximum extent allowed under applicable laws, these Terms are governed by the substantive laws of Singapore, to the exclusion of its rules of conflict of laws and to the exclusion of international treaties.

Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the existence, breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration in accordance with the SIAC Arbitration rules 2019 the at the Singapore International Arbitration Centre (SIAC) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be in English.

All arbitral proceedings all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.

