

D.OASIS – Terms of Use

These Terms of Use set forth the term for the use of services (“**Services**”) provided by **D.OASIS** (“**D.OASIS**”, “**we**”, “**our**” or “**us**”) to users of the Services (“**User**”, “**Users**”, “**you**” or “**your**”, depending upon the contexts).

We may amend, modify, alter or change these Terms of Use from time to time at our sole discretion without prior notice to reflect any material changes affecting our business, including but not limited to, changes in market conditions, changes in our business operations, changes in payment method, changes in technology, changes in relevant laws and regulations applicable to our business and changes in our system. Any amendment, alteration, changes or modification will be posted from time to time on our site and/or platform. It is therefore important that you read these Terms of Use regularly to ensure you are updated to any changes we have made.

These Terms of Use shall constitute the entire agreement between you and D.OASIS relating to the subject matter hereof. D.OASIS kindly requests all Users read the following Terms of Use carefully. By accessing, browsing, agreeing or using our website and/or platform, you acknowledge and agree that you have read, understood, and consented to these Terms of Use in all respects.

1. Definitions

“**Intellectual Property Rights**” means any and all rights over artistic works, musical works, copyrights, patents, trademarks, policy, registered models, designs, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar or equivalent rights in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights;

“**NFTs**” means tradable and collectible non-fungible tokens, being units of data stored on a digital ledger, called a blockchain. Each NFT specifies the properties, digital works and authorship associated with it;

“**Services**” means any and all services, contents, functions, features and activities provided and performed by D.OASIS through this website and/or any other platforms of D.OASIS in relation to the sale and purchase, bidding and related activities regarding **NFTs**;

2. User’s Account, Representations and Warranties

You acknowledge and agree that you need to register and maintain your account with D.OASIS to access and/or receive our Services. In collecting your personal data and/or information, please see our Privacy Policy.

By registering your account with D.OASIS, you are responsible for all activities that occur under your account. In this regard, you represent and warrant that:

- 2.1. Any registration information that you provide to us is true, accurate, current and complete. You agree to promptly update your registration information upon changes to keep it true, accurate, current and complete;
- 2.2. Any registration information that you provide to us is not or does not contain a false identity or information or on behalf of someone other than yourself;
- 2.3. You are of legal age and having legal right and capacity to form a binding contract under applicable jurisdiction;
- 2.4. You acknowledge that some contents provided or incurred by NFTs or the use of the Services may contain inappropriate material; and
- 2.5. You will use the Services solely for your personal and lawful purposes and in accordance with these Terms of Use and applicable laws.

3. Purchase of NFTs and/or Services

The User has the option for purchasing the NFTs and any other Services made available by us either via auction or at a fixed price in specific cryptocurrencies instructed by us. The payment shall be made through available blockchain-based digital wallet provided by a third-party that linked with our website and/or platforms for the use of Services (the “*Third-Party Wallet*”).

All sales are final, and we do not offer any money-back guarantees. You recognize and agree that you shall not be entitled to a refund for any purchase under any circumstances.

We shall not be responsible for market fluctuations and/or any loss that results from your use of the Third-Party Wallet.

4. Restricted Activities

D.OASIS prohibits the User from engaging in any of the following acts when using the Services:

- 4.1. Acts that violate the laws and regulations, court verdicts, resolutions or orders, or administrative measures that are legally binding;
- 4.2. Acts that may be in violation of public order, morals or customs;
- 4.3. Acts that infringe Intellectual Property Rights, and all other rights granted by law or by a contract with a third-party, including but not limited to, acts pertaining a modification, removal or destroying any proprietary, contents, features or functions placed upon or contained within the NFTs, the Services and/or any related materials;
- 4.4. Acts of exchanging the right to use the Services into cash, property or other economic benefits, other than by using the method prescribed by D.OASIS;
- 4.5. Acts of using the Services for sales, marketing, advertising, solicitation or other commercial purposes (except for those approved in writing by D.OASIS on a case-by-case basis); and
- 4.6. Acts other than those set forth in Clauses 4.1 to 4.5 that D.OASIS reasonably deems to be inappropriate at its sole discretion.

5. Suspension of User's Account

If we, in our sole discretion, deem that you are misusing your account or commit any of the above restricted activities, we may temporarily cease or terminate your account and your access to the Services effective immediately and terminate these Terms of Use.

6. Our License

Intellectual Property Rights contained in our Services herein are solely owned by D.OASIS or are legally licensed by our licensors. D.OASIS reserves all rights to its Intellectual Property Rights. No implied licenses are granted to any Users under these Terms of Use.

For your information, please see our Licensing Terms.

7. User Responsibility

Users shall use the Services at their own risk, and shall bear any and all responsibilities for actions carried out under and the results from the use of the Services.

8. NO WARRANTY

WE SHALL PROVIDE NO WARRANTY, EITHER EXPRESSLY OR IMPLIEDLY, WITH RESPECT TO THE SERVICES, THAT THERE ARE NO DEFECTS (INCLUDING, WITHOUT LIMITATION, FAULTS WITH RESPECT TO SECURITY, ETC., ERRORS OR BUGS, OR VIOLATIONS OF RIGHTS) OR AS TO THE SAFETY, RELIABILITY, ACCURACY, COMPLETENESS, EFFECTIVENESS AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL D.OASIS BE LIABLE FOR ANY DAMAGE INCURRED BY USERS FROM THE USE OF THE SERVICES; OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THESE TERMS OF USE.

10. General Provisions

10.1 Invalidity

If any provision of these Terms of Use shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms of Use in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

10.2 D.OASIS's Contact Details

Any notice or other communications to us shall be made to the following contact details:

Name of Contact Person: Alisa Maksamphan

Position: Manager
Telephone: +662 634 - 0270
Email Address: chouka@doasis.io

10.3 Governing Law and Dispute Resolution

These Terms of Use shall be governed by the law of Thailand. Any conflicts between Users and D.OASIS that arise from or in connection with the Services and/or these Terms of Use shall be resolved under the exclusive jurisdiction of Thai court.