

## CORAL PLATFORM TERMS OF SERVICES

This Coral Platform (the "**Platform**") is an online marketplace acting as an intermediary for the Platform users (the "**Users**" or "**you**") to engage in a widely range of our Services (as defined below). The Platform is made available and owned by Kasikorn X Co., Ltd. (the "**Company**", "**we**" or "**us**").

Our mission is to create an online marketplace that enable artists, musicians, writers, talented people, collectors and other people who are fascinated or interested in unique and original digital contents and assets in the form of NFT to connect with each other. Users will have opportunities to explore, discover, purchase, sale, collect, transfer the NFT as well as to experience, access to and use of other services on the Platform offered by us (collectively the "**Services**"). We reserve the right to change, modify, suspend, or cancel any or all of our Services without further notice and all times.

By accessing to or using the Platform, you hereby confirm that you fully understand and agree to be bound by the terms and conditions herein, together with those terms and conditions which may be contained in any other documents that may be expressly referred to or are incorporated by reference hereunder (together, these "**Terms**"). We may, at our sole discretion, amend these Terms at any time, by giving notice of the amendment on the Platform or by notifying you of the amendment by other means as we may determine from time to time.

### 1. DEFINITIONS

All capitalized terms that are not otherwise defined in these Terms shall have the following meanings:

"**Account**" means accounts that were created to enable the buying and selling of NFT on the Platform.

"**Applicable Law**" means any act, statute, or statutory provision, as respectively amended or re-enacted, or as modified from time to time by other provisions (before or after the date hereof), and shall include any reenactment (with or without modification), royal decree, ministerial regulation, notification, ordinance, instrument, order, or other subordinate legislation or regulation, as well as any regulatory guidance, directive, policy, determination, or interpretation of governmental authorities (whether or not having the force of law but, if not having the force of law, being such that compliance therewith would customarily be required) by any relevant Governmental Agency, now or at any time in effect.

"**Artists**" means the owner of the Intellectual Property rights, title and interest in and to the Content who has agreed to grant rights, title and interest in and to the Content and has provided the Content to the Company and Users who purchased the NFT for the purpose of creating and selling the NFT on the Platform (as the case may be).

"**Content**" means any content, audio or visual material, including without limitation, designs, drawings, and prints, in any form or media, including without limitation, videos and photographs, that are Minted into or may be formed part of or associated with the NFT.

"**Governmental Agency**" means any government or any governmental agency, semi-governmental or judicial entity or authority (including, without limitation, any self-regulatory organisation established under statute).

"**Intellectual Property**" means patents, trademarks, whether registered or unregistered, copyrights including applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions, improvements or adaptations upon or additions to an invention, confidential information, know-how and any research effort relating to any of the above mentioned, business names, brand, logo, emblems, design whether registrable or not, moral rights and any similar rights in any country.

"**Mint**" means the process of creating an NFT representing digital contents. "**Minting**" and "**Minted**" shall be construed accordingly.

"**NFT**" means a unique collectible and non-fungible token representing Content where such token is Minted, stored and securely transferred on the blockchain and using Smart Contracts.

"**Selling Price**" means the price of the NFT as set out and displayed on the Platform which the Users, as the buyer of the NFT, have to pay through the Platform for the purchase of each NFT.

"**Smart Contracts**" means self-executing codes on a blockchain that automatically implement the terms of an agreement between parties.

"**Tax**" means any tax, levy, impost, duty or other charges or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed by a government, state, local or foreign tax authority.

"**VAT**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

## **2. QUALIFICATIONS OF USERS**

The Users must be at least 20 years of age, and have the full authority and legal capacity, or if verifiable consent has been obtained from a parent or guardian, (as the case may be), to agree to these Terms. You may not be persons who are subject to restrictions on powers or capability to transact by operation of the law, and must have the power and right to agree to these Terms without breaching any other agreements. You are granted a personal, limited, non-exclusive, non-transferable, non-sublicensable license to use the Platform's Service for your personal use purpose only.

## **3. ACCOUNT REGISTRATION**

3.0 To sell or purchase the NFT or use the Services of the Platform, you must create an Account and must do so by yourselves, in which you must provide us with accurate, current and complete information. We reserve the right to request further information and/or documents from you.

3.1 You are required to connect your electronic wallet (which is supported by the Platform) to engage in the sale and purchase of the NFT on the Platform and to store or transfer the NFT purchased from the Platform.

3.2 You agree to keep your information: username and password confidential. You shall be responsible for the security of your own Account and of your own electronic wallets and is fully responsible for any and all activities that occur under your password or Account. If you notice any unauthorized use of your password or Account or any other breach of security, please notify us immediately at support@coralworld.co.

3.3 You acknowledge and agree that we, may access, maintain and disclose your Account information and content if required by any Applicable Law, court order, any government agency, any competent authority or other legitimate reasons.

#### **4. CORAL SERVICES**

4.1 As we are functioning as an online marketplace, we are acting as an intermediary for you to purchase the NFT directly from the Artists or to sell NFT directly to other Users. Neither we nor the Platform are custodians of the NFT. The Platform merely provides an access to the NFT and we do not solicit or recommend the purchase or sale of any NFT displayed on the Platform. You acknowledge and agree that the purchase or sale of the NFT is solely based on your personal judgement and satisfaction and is entered into between the Artist and User who purchases the NFT, for which in no event shall the Platform or the Company be held liable or have any legal relationship with the Artist and/or you in relation to the purchase and/or sale of such NFT.

4.2 You are responsible for reviewing all of the information provided about the NFT before placing an order. You agree that you will evaluate and bear all the consequence and risks associated when purchasing or trading the NFT on the Platform.

4.3 You agree to always use the Platform and Services for lawful purposes and with legal means.

4.4 You acknowledge and agree that the utilisation of the Services or the Platform under your Account are your sole responsibility.

4.5 Our Services relating to NFTs will be provided on a certain blockchain network and technology (currently, it is Ethereum's mainnet blockchain network). You acknowledge and agree that we shall collect transaction data every time we conduct a transaction on the relevant blockchain network.

4.6 You acknowledge and agree that, for every NFT transaction on the Platform, two types of activities shall occur separately:

(1) First, the payment through a certain payment channel;

(2) Second, the creation and transfer of NFT.

You further acknowledge and agree that every NFT transaction on the Platform shall be directed by the relevant blockchain's transaction ID to verify the successful transaction and the Platform's digitally signed private key to ensure the correctness of the information. For the purpose of ensuring security, you agree that the Platform will collect user record log every time the Users use the Platform.

- 4.7 When completing the payment order, you must provide us with correct and complete payment information, and by using such payment method, you represent that you are duly authorized to use such payment method for the purchase.
- 4.8 The purchase order will immediately begin when you place an order. Please note, however, that we may cancel or refrain from processing an order for any reason (e.g. suspicions of fraudulent orders, pricing errors or other circumstances). If your order is accepted and the payment is completed, a confirmation email with a summary of the items purchased will be sent to you.
- 4.9 You agree not to use the Services or the Platform for marketing, advertising, promotion or other purposes that are primarily commercial in nature without our prior written consent.

## **5. RESTRICTIONS**

- 5.1 By accessing or using the Platform, you agree to refrain from any act which could be a breach of any Applicable Law; agreements; Intellectual Property rights; or such other rights of third parties, or any act which could amount to a violation of third persons, and shall not breach or violate any rules, regulations, conditions and notifications of the Platform.
- 5.2 In particular, you agree that you shall refrain from and shall not engage in any of the followings:
- (a) utilizing any device, scheme or artifice to defraud or otherwise substantially mislead us, including through impersonation or creation of a false identity;
  - (b) engage in any activity that poses a threat to us or other Users or interfere with other Users' access to or use of the Services or the Platform;
  - (c) violating, breaching, or failing to comply with any applicable provision of these Terms or any other terms of Service or privacy policy;
  - (d) engaging or assisting in any manner, in any hack of or attack on the Platform, including "Sybil attack", "DDoS attack", "griefing attack" or theft of content, NFT or funds, upload of viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs through any means that may interfere with or damage another's computer or property or the Platform's operation to detrimental effect;
  - (e) causing, directly or indirectly and deliberately or unintentionally, us to act in any manner which infringes the copyright, trademark, patent, trade secret or other Intellectual Property or other Applicable Law or proprietary rights of others;
  - (f) violating any Applicable Law;
  - (g) abusing, harassing, defaming, threatening, stalking, or otherwise violating the legal rights of others, including the rights of privacy;
  - (h) using collected data from the Platform to contact individuals, companies, or other persons or entities or using collected data from the Platform for any direct marketing activity, such as, email marketing, telemarketing, social media marketing, and direct marketing, in violation of the Applicable Law;

- (i) publishing, posting, distributing or disseminating any profane, obscene, pornographic, indecent or unlawful content, pictures, topics, names, materials or information;
- (j) modifying, adapting, reformatting, or reverse engineering the Platform;
- (k) placing spam listings for the purpose of promoting such listing to appear on top of search results, or engaging in other activities that will tamper with the Platform's search result mechanism;
- (l) using the Services to carry out financial activities that requires licensing and/or registration (e.g. creating, listing, or buying securities, commodities, options, real estate, or debt instruments); and
- (m) using the Services to carry out fundraising activities, such as, creating, listing, or buying redeemable assets or any financial instruments relating to initial coin offering (ICO), or other securities offering.

The Company reserves the rights to determine the appropriateness of Contents on the Platform and remove any Contents that the Company deems inappropriate, disruptive, illegal or prohibited according to these Terms at any time on its sole discretion. Before deciding to remove inappropriate Content, we will carefully consider the complete situation and all of its details in accordance with these Terms and our internal policies.

## **6. FEES AND PAYMENT**

6.1 By placing an order to purchase the NFT and completing the payment process, you, as the buyer of the NFT, agree to pay and be responsible for the following:

- (a) Selling Price of the NFT as displayed on the Platform;
- (b) Transfer fee, which is the cost of transferring NFTs on blockchain network to the buyer's electronic wallet ("**Gas Fee**"); and
- (c) Withholding tax of 15% of the Selling Price and VAT of 7% of the Selling Price.

We will clearly inform you the pricing details in every purchase since the Gas Fee incurred during NFT transaction will be from the cost of Platform operation at the time of transaction. We will not impose any additional fees and expenses other than as set out in (a) to (c), unless we incur any additional costs which we shall inform you upon our knowledge.

The value of the Gas Fee often changes unpredictably, depending on various factors (e.g. high volume of traffic on a given blockchain and exchange rate fluctuations) and is beyond our control. Therefore, the Gas Fee will be varied, subject to the Selling Price of such NFT and the time and conditions of each transaction.

Transactions on the Platform will, under no circumstances, be invalidated, revocable, retractable or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high or otherwise unacceptable.

- 6.2 All prices listed on the Platform are in Thai Baht and are subject to change without notice.
- 6.3 You are solely responsible for all Taxes, VAT, customs duty, fees and other costs and expenses (if any), which related to your use of the Services.
- 6.4 Payment methods
- We accept the payment by:
- (a) Credit /debit card.
  - (b) Cash transfer by using QR payment or mobile banking.
  - (c) Any other payment method as the Platform may prescribe from time to time.
- 6.5 All payments on the Platform will only be made in Thai Baht or other fiat currency. If a payment is made in other currencies, the payment will be converted to Thai Baht by a payment gateway using a conversion rate of such payment gateway service provider. However, the Platform may accept cryptocurrencies as a form of payment in future. Should such event happen, we will notify you via the Platform or by other means as we may determine.
- 6.6 Sometimes, for various technical reasons beyond our control, inaccuracies, typographical or other errors in terms of pricing may occur. If a pricing error has occurred, we may cancel your order or notify you in which you have options to either cancel the order or confirm to proceed with the correct price.
- 6.7 You agree to use good faith efforts to resolve any disputes of payment hereunder, provided that calculation of the total payment amount, the Selling Price, the Gas Fee and any other fees (if any) will be based solely on the Company's measurements and data.

## 7. OWNERSHIP

- 7.1 **Platform Ownership.** Save for the Intellectual Property rights of the Content which is vested in the Artists and the ownership of the NFT which is vested in the User who purchases the NFT, we own all legal rights, title and interest in and to all elements and components of the Platform, and all other Intellectual Property rights therein (including copyrights, trademarks, product names, and logos on the Platform) are protected by Intellectual Property law and other Applicable Law. For the avoidance of doubt, using the Platform does not grant you ownership or any other rights to the Platform.
- 7.2 **Users Ownership.** When you purchase the NFT, you will acquire the ownership of the NFT and have the right to sell, transfer or give away the NFT. You as a buyer and the owner of the NFT will be granted by the Artists a worldwide, transferable, royalty-free license to use and display the Content for which the NFT represents, on the condition that you will only use the Content for the following purposes only: (a) personal, non-commercial use; and (b) as part of the use of the Platform for purchasing, reselling and displaying the purchased NFT.

You shall not (and you shall not permit any third-party to) attempt to do any of the following to the Content of the purchased NFT, without the Artists' permission: (a) modify the Content, (b) use the Content to advertise, market or sell any third party's product or service, (c) use the Content in a form that connects to any form of media that depicts Contents that could be deemed to be an expression of hatred, violence, intolerance, cruelty, or anything else that could be deemed as constituting as hate speech or rights infringement of other individuals, (d) sell or distribute for commercial gain or merchandize the Content, or (e) utilize the Content for your or a third party's commercial benefit.

In this regard, you hereby agree that you do not have any right to use the Content in any other way than that specified in this Clause, and that your limited license to the Content would be subject to specific licensing terms from the Artist who creates the Content. The above-mentioned granted license will apply only to the extent that you continue to own the purchased NFT. If you swap, donate, give away, transfer, or otherwise dispose of the purchased NFT, such license will be instantly terminated, and such User will have no further right to that Content.

In case of secondary or subsequent sale of an NFT associated with the Artist's Content that occurs on the Platform, or any other platform that offers compatibility with the Platform's Smart Contracts and blockchain network standards, the Artist has agreed to grant a worldwide, non-exclusive, transferable, royalty-free license for the purposes as specified in this Clause 7.2, to the secondary or subsequent buyer (the "**New NFT Holder**") with respect to such NFT. The User that subsequently sells such NFT to the New NFT Holder (the "**Former NFT Holder**") must inform the New NFT Holder of obligations of these Terms and the end-user agreement between the Former NFT User, as the buyer of the NFT, and the Company, and shall ensure that the New NFT Holder will also agree to be bound by an agreement between the Former NFT Holder and the Artist with respect to the NFT in question, including but not limited to, the grant and scope of license of Intellectual Property with respect to the NFT in question.

- 7.3 **The Company's Granted Rights.** You grant the Company a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you submit or post on the Platform, on or through the Services or through tools or applications we provide for posting or sharing such content (collectively referred to as "**User Information**") by submitting, posting or displaying User Information on the Platform, on or through the Services, for our lawful business purposes, including to provide, promote, and improve the Services.
- 7.4 **User's Representations and Warranties.** Any User Information that you submit, post or display on the Platform, on or through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein. You also represent and warrant that such User Information will not contain Intellectual Property rights or other proprietary rights of other persons, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the Company above-described license.
- 7.5 **Content's Intellectual Property Rights.** Intellectual Property rights in the Content available on the Platform shall belong to the Artists. The Artists reserve the right, as the Intellectual Property rights owners of the Content to reproduce, to prepare derivative works, to distribute, and to display or

perform the Content. Furthermore, the Artists hereby acknowledge and agree that by Minting any Content on the Platform, the Artists have granted the limited license for the purposes as specified in Clause 7.2 to such Content to the buyer of the associated NFT.

The Company warrants that the Company is properly licensed by the Artists to associate the Artist's Content with NFT Minted by the Platform, to facilitate transactions between Users on the Platform and other purposes as specified in the agreement between the Artists and the Company.

7.6 **Intellectual Property Infringement Claims.** If you believe that any Content or User Information on the Platform constitutes Intellectual Property infringement, please report this by contacting our designated copyright agent at: [support@coralworld.co](mailto:support@coralworld.co)

The Company will take down the Content or User Information in question in response to formal infringement claims and will terminate a User's access to the Services if the User is determined to be a repeat infringer. The Company also reserves the right to remove such Content or User Information without prior notice.

7.7 **Users' Resale Right.** The Platform may allow for the secondary sale of NFTs purchased on the Platform in the future. We will notify you once the secondary sale is allowed. A notification may be made via the Platform or by other means as we may determine. Once the secondary sale is permitted, you are permitted to freely resell the NFT with the following conditions:

- (a) You commit to resell the NFT on the Platform, or any other platform that offers compatibility with the Platform's Smart Contracts and blockchain network standards, provided that the royalty fee is applied to all secondary sale on the Platform; and
- (b) You resell the NFT with the terms and conditions set forth in these Terms and the agreement between the User, as the buyer of the NFT and the Company and you cause the new buyer to agree to them.

## 8. DATA PROTECTION

The collection; use; disclosure; transmission; or transfer of personal data relating to you shall be subject to the privacy notice: <https://coralworld.co/privacy-notice>. You have read and understood the Platform's privacy notice and understand how we collect, use, disclose, transmit and transfer your personal data accordingly.

## 9. DATA LEAKAGE MEASURES

We always encrypt every data under our control before storing in our database, for instance, personal data, and Content's related data (prior to Minting process), therefore, in the event that any information under our control is compromised as a result of a breach of security, the leaked files would be unusable. Moreover, we also implement other appropriate measures for data security, such as, keeping Users' record-log every time the Users use the Platform, and other data security measures as mentioned in the Platform's privacy notice which is accessible via <https://coralworld.co/privacy-notice>.

## 10. LIMITATION OF LIABILITY

Although we have implemented security measures as provided in Clause 9 above, we cannot warrant that the Platform will not contain any error and will not be interrupted or will be without spyware; malware; adware; viruses; worms; or malicious code. We may not be able to rectify any such incidents.

To the maximum extent permitted by the Applicable Law, we will not be held liable regardless of the contract for breach of warranty or whether the action taken is relied on material or information contained on the Platform, under no circumstance shall we be held liable to you or any third party for any losses or damages which are either of an exemplary, indirect or punitive nature, special circumstance or consequential damages. This includes:

- (a) Loss of use
- (b) Loss of profit
- (c) Loss of income
- (d) Data loss
- (e) Loss of goodwill
- (f) Harm to business reputation

Access to and use of the Platform, and products of third party websites (such as browsers, wallet connectors, wallet providers) that you might access for the purpose of enabling you to use our Services, are at your own risk, and you will be solely responsible for any loss or damage to your computer system or loss of data resulting therefrom.

We hold no responsibility or liability to you for any loss or use of the NFT, blockchain network, Smart Contracts, and electronic wallet, including but not limited to, any loss, damage, or claim arising from: (i) your own error, such as forgetting password(s), incorrect transactions or addresses; (ii) server failure or data loss; (iii) corrupted wallet files; (iv) loss of NFT; or (v) any unauthorized access by third parties, or other attacks.

To the maximum extent permitted by the Applicable Law, you agree that our liability shall be limited for any and all claims arising out of and in relation to these Terms for the actual amount of damage.

## 11. INDEMNIFICATION

To the fullest extent permitted by the Applicable Law, you agree to indemnify, defend and hold harmless the Company and our past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise

out of, or are related to (a) use or misuse of the Platform, Content or NFT by you, (b) breach of these Terms or violations of any Applicable Law by you, (c) breach or violation of the rights of a third party, including other Users or third party service provider by you and (d) infringement of any third party Intellectual Property rights by you.

You shall, as soon as you have become aware of such claims or litigations, notify us of any third party Claims. We reserve the right to take any steps necessary to protect ourselves against any damage to be compensated by you, at your expense. You agree to cooperate with us in defending against such Claims.

This indemnity is in addition to, and not in lieu of, any other remedies available to us under any Applicable Law, contract or otherwise.

## **12. TERMINATION**

We have the right to terminate or suspend your access to the Platform and/or close the Account without notice if we suspect that (i) the Account is being used for an illegal activity; (ii) you have concealed or provided false information or any information provided by you is misled in material respect; (iii) you have engaged in a fraudulent activity; (iv) you have acquired NFT by using inappropriate methods; (v) you have engaged in an activity that is in violation of these Terms; and/or (vi) you have breached any representation or warranty.

In addition, we may suspend or terminate the Services or the use of the Platform if, at any time, (i) it is or will become unlawful in any applicable jurisdiction for the Company to render the Services or perform its obligations under these Terms; (ii) there is any change in laws, regulations, rule, order, guideline (whether or not having the force of law but, if not having the force of law, being such that compliance therewith would customarily be required by any Governmental Agency, or any competent authority) which affects the Company or the Services or (iii) we have to comply or cooperate with an order or request from a court, any competent authority or any other relevant authority.

Upon termination, you shall no longer have access to the information on the Platform or that is related to the Account, and you will not be entitled to any refund to the fullest extent permitted by the Applicable Law.

## **13. RISKS**

You understand and agree that access to and use of the Platform is at your own risk. Such risks include, without limitation:

- (a) Technological risks: the Platform utilizes the technologies of "blockchain" and "Smart Contracts", which are not under our control, thus in case of malfunctions or errors, we may have limited ability to change or adapt;
- (b) Price and liquidity of blockchain assets, including the NFT, may be subject to fluctuation as they can be extremely volatile;
- (c) The value of NFT could be substantially and adversely affected by fluctuation in the price of other digital assets;

- (d) The use, transfer, and value of the NFT may be adversely affected by legislative and regulatory changes or actions;
- (e) NFT are not legal tender and are not backed by any government;
- (f) The value of NFT may be subject to the permanent or total loss of value if the market for NFT disappears, as the value of NFT may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFT;
- (g) NFT may be subject to Intellectual Property Infringement claims and are at risk of fraud, counterfeiting, cyber-attacks and other technological difficulties which may prevent access to or use of your NFT;
- (h) You may withdraw an NFT to a decentralized digital asset wallet at your own risk, and the transfer of any NFT to an incorrect digital asset wallet address is irreversible and will result in the loss of such NFT; and
- (i) By purchasing an NFT Minted from the Artists' Content, Users are at risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on Smart Contracts with bugs, and assets that may become untransferable.

You understand and agree that you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks by themselves. We do not offer advice or recommendations regarding NFT. You understand and agree that access and use of the Platform is at your own risk and we cannot be held liable for any of the risks stated in these Terms.

We accept no responsibility for any communication failure, disruption, error, or distortion you may experience when using the NFT, the Services or the Platform.

#### **14. DISCLAIMERS**

The Artists have the prerogative to promote any of their own Content through any and all available communications channels. We take no responsibility and will not be held liable to you for any such communication and/or promotional activity carried out by the Artists.

The NFT and associated Content are provided on an “as is” and “as available” basis, without warranties or conditions of any kind, either express or implied, with the exception of any written statement by the Artist expressing otherwise. We offer no guarantee that the NFT will (i) meet your requirements; (ii) be available at all times, uninterrupted, timely, secure, or error-free; or (iii) be accurate, reliable, complete, legal, or safe.

You hereby acknowledge and accept the inherent security risks of providing information and trading over the Internet. We shall not be held responsible for any breach of security unless it is due to our own fraud or gross negligence.

To the fullest extent provided by Applicable Law, we disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, use for specific purposes, title and non-infringement as to the Platform, the NFT and the Content therein. Nevertheless, the foregoing does not affect any warranties that cannot be excluded or limited under Applicable Law.

## 15. MISCELLANEOUS

15.1 **Notices.** We may send notices by email or posting them on the Platform. By providing the email address, you have agreed to be contacted by such email address. To ensure that you receive all of our communications, you agree to keep your email address current and notify us if there are any changes. You agree that any communications delivered to your email address on record is valid. Notices sent by email are effective when sent, and the notices provided by posting on the Platform are effective upon being posted.

All notices, correspondences, and documents sent to us either by registered mail, email or hand delivery shall be deemed to be duly received by us if sent to the building or address specified below.

46/6 Popular Road, Ban Mai, Pak Kret, Nonthaburi 11120

15.2 **Amendment and Variation.** We reserve the right to change and modify these Terms at any time and at our sole discretion. You agree and understand that by accessing or using the Platform, you will be bound by any subsequent changes to these Terms and you are deemed to have agreed to the changed or modified Terms. We encourage you to frequently review these Terms to ensure your understanding of the applicable Terms at the time of using the Platform.

15.3 **Transfer, Assignment or Delegation.** These Terms, and any rights and obligations and licenses granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third party without our express written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within our group of company, or to any successor in interest of any business associated with our business and the Platform. Any attempted transfer or assignment in violation of these Terms hereof shall be null and void.

15.4 **Partial invalidity.** If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions, nor the legality, validity, or enforceability of that provision under the law of any other jurisdiction, will in any way be affected or impaired thereby.

15.5 **Governing Law.** Irrespective of the place of execution or performance, these Terms shall be governed by, construed, and enforced in accordance with the laws of Thailand.

15.6 **Force Majeure.** We shall not be deemed in default of these Terms to the extent that performance of our respective obligations or attempts to cure any breach are delayed or prevented by reason of a Force Majeure Event. "**Force Majeure Event**" means an event beyond our reasonable control which hinders, delays, or prevents the performance of an obligation hereunder, and shall include, without limitation, labor strikes, lockouts, disturbances, protests, riots, civil commotion, war or the consequences of war (declared or undeclared), insurrections, requisitions or threats of requisition, priorities or any other actions, laws, directions, or regulations of any competent government

authority or agency, as currently enforced or may be enforced at any time during the term of these Terms, acts of God, perils of the sea and other waters, dangers of navigation, public enemies, storms, floods, pandemics, and fires.

15.7 **No Implied Waivers.** If we fail or delay to enforce any right or provision of these Terms, it will not be deemed or constituted as waiver of future exercise or enforcement of such provision.

15.8 **Survival.** You agree that all Clauses which by nature must continue after the termination of these Terms, shall survive the termination of these Terms.