

Octo Corporation Terms of Service

Effective from 28th August, 2023

Introduction

Thanks for visiting our webpage and welcome to Octo Corp. Octo Corporation Pty Ltd (Octo Corp) owns and operates <https://octocorporation.com>. Access to and use of this website and the entertainment, products, services, tools, features and functionalities provided in connection with or through this Website App, which shall include, but not be limited to, minting, buying, claiming or otherwise taking possession of certain NFTs (collectively, the "Services"), are subject to the following terms, conditions and notices (the "Terms of Service"). By using these Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time.

"NFT" in these Terms means a non-fungible token (such as, for illustrative purposes, a non-fungible token conforming to the ERC-1155 or ERC-721 standard on the Ethereum blockchain network) or similar digital item implemented on a blockchain, which uses smart contracts to link to or otherwise be associated with certain content or data. For purposes of these Terms, "user", "you", and "your" means you as the accessor of the Sites and/or user of the Service. If you access the Sites or use the Service on behalf of a company, DAO or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf.

Prohibitions

You must not misuse this website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to bypass or affect the performance or functionality of any computer facilities of or accessed through this website. Breaching this provision would constitute a criminal offence and Octo Corporation will report any such breach to the relevant law enforcement authorities and disclose your identity to them. In such cases, Octo Corp, in its sole discretion, may also disable your Account and block your ability to access the Service. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this App or to your downloading of any material posted on it, or on any website linked to it.

You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) within your country of purchase when using the Service. Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that Octo Corp, in its sole discretion, may elect to take. We require all users to be at least 18 years old. If you are under 18 years old, you may only use Octo Corp through a parent or guardian's Account and with their approval and oversight. We reserve the right to remove or disable access any user, at any time, and without prior notice, including, but not limited to, if we consider such user to be in violation of these Terms in our sole discretion. We may also consult with law enforcement authorities to prosecute users who violate the law.

Accessing our Service and Purchasing or Claiming Digital Collectibles

You cannot maintain a balance of cryptocurrency with Octo Corp for the purposes of making purchases through our Services. You must link your Web3 Wallet to the Services and use a supported type of cryptocurrency from your Web3 Wallet to complete your purchase. All pricing and payment terms are as set forth on the Platform, and any payment obligations you incur are binding at the time of purchase. All sales are final. Unless otherwise required by applicable law, we will not provide a refund on any purchase or free offer. You represent and warrant that any purchase of a Digital Collectible by you is solely for your personal collection, use and enjoyment, and for entertainment purposes only, and not for speculative or investment purposes, for use as a substitute for currency or other medium of exchange. You acknowledge and understand that by purchasing a Digital Collectible you are bound by the terms of the Digital

Collectible License as set out below in this document, and you are not acquiring any equity or other ownership or profit-sharing interest in Octo Corp, its Intellectual Property, or any brand or business venture.

Your wallet, whether or not custodial, desktop, mobile, or “hot” or “cold” (eg., Metamask or Ledger) will serve as an account when using our Services. Your blockchain address functions as your identity on Octo Corp. Your account on the service (“Account”) will be associated with your blockchain address. By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with Octo Corp, and Octo Corp does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. Octo Corp accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet, and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. We do not offer a hosted digital wallet on the Platform or otherwise custody Digital Collectibles for our users. You will be required to link a supported blockchain-based digital wallet (“Supported Wallet”) provided by supported third-party unhosted wallet providers (“Supported Wallet Provider”) to the Platform before you will be able to purchase a Digital Collectible. We will deliver any Digital Collectibles that you purchase or receive from us directly to your Supported Wallet and you will be responsible for safekeeping the passwords and keys associated with your Supported Wallet. We will not be able to recover Digital Collectibles for you in the event that you lose access to your Supported Wallet account or under any other circumstances.

Each Supported Wallet Provider is a third-party company that offers unhosted digital wallet products and services. We are not in any way affiliated or partnered with Supported Wallet Providers. Your use of each Supported Wallet Provider’s products and services is subject to its applicable terms of service. We will not be liable to you for any loss that results from your use of a Supported Wallet Provider’s products and services.

Intellectual Property Ownership

The intellectual property rights in all software and content (including photographic images) made available to you on or through this website remains the property of Octo Corp or its software licensors and are protected by copyright laws and treaties around the world. All Intellectual Property rights are reserved by Octo Corp. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears in the Octo Corp serviced nor may you use any such content in connection with any business or commercial enterprise without Octo Corporation’s express written permission.

Our Services, including the text, graphics, images, photographs, videos, illustrations, illustrated characters, generative characters and NFT artwork and other content contained therein, are owned by Octo Corporation or our software licensors and are protected under both Australian and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sub licensable, revocable license to access and use our Services for your own personal, non-commercial use. Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

The Service, including its “look and feel” (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the Octo Corp logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of Octo Corporation or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

Octo Corp’s name, logo, trademarks, and any Octo Corp product or service names, designs, logos, and slogans, illustrated characters, generative characters and NFT artwork are the intellectual property of Octo Corporation or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other “hidden text” utilising “Octo Corp” or any other name, trademark or product or service name of Octo Corp or our affiliates or licensors without our prior written permission. In addition, the “look and feel” of the Service constitutes the service mark, trademark or trade dress of Octo Corp and may not be copied, imitated or used, in whole or in part, without our prior written permission.

We welcome feedback, comments, and suggestions for improvements to the Service (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that Octo Corp may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Octo Corp any and all rights, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

Trademarks

Octo Corp and our logos, our product or service names, our slogans and the look and feel of our Services are trademarks of Octo Corporation and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

For avoidance of doubt, the Digital Collectible License contained within these Terms of Service do not include the right to, and you may not, use any Octo Corp trademarks in connection with your exercise of the Digital Collectible License. No trademark or other rights based on designation of source or origin are licensed to you. You may not use or attempt to register any asset, including any domain names, social media accounts or related addresses, that contains or incorporates any artwork, other representation, name or mark that may be confusingly similar to such trademarks.

Digital Collectible License

The Services and Digital Collectibles provided by Octo Corp are for entertainment purposes and personal enjoyment only. These Digital Collectible License Terms (“Terms”) set forth the terms and conditions applicable to Digital Collectibles (as defined below) made available through the Services operated by Octo Corp. By acquiring any non-fungible blockchain-based digital token (“NFT”) associated with Octo Corp-Owned Content (as defined below) through the Website or provided Services, or by subsequently acquiring any such NFT from any previous owner of the NFT, you agree to be bound by these Terms.

- (a) **Non-Commercial License.** Subject to your compliance with this agreement, Octo Corp hereby grants to you, for so long as you own an Octo Corp NFT (as recorded on the relevant blockchain), a non-exclusive, worldwide, royalty-free, revocable license, with no right to sublicense, to use, copy, display the Octo Corp Artwork linked to your purchased Octo Corp NFT for the following purposes: (i) for your own personal, non-commercial use (e.g., home display, display in a virtual gallery, or as a social media avatar), including to create a reasonable number of back-up copies and a physical print out, each to be retained only for so long as you own the associated Octo Corp NFT; and (ii) to sell or otherwise transfer the associated Octo Corp NFT consistent with the ownership of it (e.g., posting a sales listing on an NFT marketplace).
 - (i) **Non-Commercial License to Core Art as embodied in the Generative Art.** Subject to your compliance with this Agreement, Octo Corp hereby grants to you, for so long as you own an Octo Corp NFT (as recorded on the relevant blockchain) that, as of its genesis issuance, is linked to an image of Generative Art, a non-exclusive, royalty-free, revocable license, with no right to sublicense, to use, copy, and display the Core Art as embodied in the Generative Art linked with your purchased Octo Corp NFT solely as needed to exercise your license to the Generative Art pursuant to the terms contained within this Digital Collectible License.
 - (ii) **Non-Commercial License to Core Art as embodied in Modifiable Art.** Subject to your compliance with this Agreement, Octo Corp hereby grants to you, for so long as you own an Octo Corp NFT (as recorded on the relevant blockchain) that, as of its genesis issuance, is linked to an image of Modifiable Art, a non-exclusive, royalty-free, revocable license, with no right to sublicense, to use, copy, and display the Core Art as embodied in the Modifiable Art linked with your purchased Octo Corp NFT solely as needed to exercise your license to the Generative Art pursuant to the terms contained within this Digital Collectible License.
- (c) **Transfer.** These Non-Commercial Licenses are non-transferrable, except that they will automatically transfer in connection with a permitted transfer of the Octo Corp NFT.
- (d) **Reservation of Rights.**
 - (i) **General.** All rights in and to the Octo Corp Art not expressly provided for in this Agreement are hereby reserved by Octo Corp. The Octo Corp Art is licensed, not sold. Octo Corp owns and will retain all title, interest, ownership rights and intellectual property rights in and to the Octo Corp Art. Without limitation, Purchaser shall

not, nor permit any third party to do or attempt to, do any of the following without express prior written consent from Octo Corp: (i) modify the Octo Corp Art except as expressly permitted in writing; (ii) use the Octo Corp Art as a brand or trademark or to advertise, market, or sell any product or service except to advertise, market or sell any Merchandise or works created from the exercise of your licenses to Generative Art in Section

- (ii) You understand that Octo Corp and its Affiliates will continue to further modify and develop on any Octo Corp-Owned Content and may create works of authorship similar or identical to Modified Works created by you. On behalf of yourself and your heirs, successors and assigns, you irrevocably and perpetually covenant and agree not to file or assert before any court or other government tribunal or authority, any claim, counterclaim, demand, action, suit or other proceeding alleging or asserting direct or indirect infringement or misappropriation of any copyright or other intellectual property right that you may have in any Modified Work against any of Octo Corp, any Affiliate of Octo Corp or any of their respective shareholders, directors, officers, employees, contractors, representatives, agents, licensees, distributors, resellers, or business partners.
 - (iii) You will not: Create, sell or attempt to create or sell, fractionalized interests in the NFT or the Digital Collectible; Separate, unlink or decouple the Octo Corp-Owned Content from the NFT with which it is associated to form the Digital Collectible; or Use any Octo Corp-Owned Content or Modified Content to create, sell or attempt to create or sell any new cryptographic token; or, use the Octo Corp Art in connection with media or merchandise that promotes hate speech, illegal activities, vulgarity (e.g., pornography), offensive behavior, violence, cruelty or political statements; (iv) attempt to register any trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Octo Corp Art; (v) represent or imply that your exercise of the permitted licenses as above is endorsed by or affiliated with Octo Corp or any other party associated with OctoCorp; or (vi) make defamatory or dishonest statements about Octo Corp or the OctoCorp NFT or otherwise damage the goodwill, value or reputation of OctoCorp or the Octo Corp NFT.
- (e) Limitations. Without limitation, the Non-Commercial License to the Digital Collectibles does not include: (i) the right to use the Core Art in media for commercial use; (ii) the right to use the Core Art to create additional non-fungible tokens or other digital items; or (iii) the right to use the Core Art as a trademark or brand or for any other fundraising, advertising, marketing, or commercial purposes; (iv) the right to use the Generative Art to create additional non-fungible tokens or other digital assets accounted for on a distributed ledger; (v) the right to create derivative works of the Generative Art comprising new characters or replicas of the Generative Art featured in an Octo Corp NFT that you do not own; or (vi) the right to use the Generative Art as a trademark or brand or for any other fundraising, advertising, marketing, or commercial purpose
- (f) Transfers. All subsequent transactions of the Octo Corp NFT are subject to the following terms: (a) the Octo Corp NFT transferee (the “Transferee”) shall, by purchasing, accepting, accessing or otherwise using the Octo Corp NFT or Octo Corp Art, be deemed to accept all of the terms of this Digital License Agreement as a “Purchaser” hereof; and (b) the Octo Corp NFT transferor (the “Transferor”) shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessible by the Transferee. Purchaser further acknowledges and agrees that all subsequent transactions of the Octo Corp NFT will be effected on the blockchain network governing the Octo Corp NFT, and Purchaser will be required to make or receive payments exclusively through its cryptocurrency wallet. To the extent that you are not prohibited from doing so by any other terms or conditions applicable to a particular NFT or Digital Collectible, you may transfer the NFT to a third party, provided that the following conditions are met:
- (i) Such transfer is conducted through an approved marketplace or other platform that cryptographically verifies that you are the actual owner of the applicable NFT;
 - (ii) Such transfer must comply with any applicable terms of the marketplace or other platform on which such sale or other transfer takes place and
 - (iii) Any applicable laws, regulations, regulatory guidance, and rules;
 - (iv) Upon transfer of any NFT, in consideration of the transfer of the license rights set forth in these Terms, the ongoing hosting of any Octo Corp-Owned Content and any other associated services, you will pay (or caused to be paid) to Octo Corp a fee in an amount calculated by multiplying the total amount paid by the acquirer for the NFT (without any deductions of any kind) by the Creator Royalty percentage applicable to the NFT as stipulated within the NFT smart contract or MetaData and set at the approved marketplaces. If the platform or service used to facilitate the transfer captures and pays the full amount of the Transfer Fee directly to Octo Corp then you will have no obligation to pay any additional amounts.
 - (v) With respect to any Digital Collectible originally sold through the Platform but that you acquired from a third party through a third party platform or service, by agreeing to these Terms, you agree to be bound by the Terms for the Digital Collectible. In addition, you acknowledge and agree that in the event the third party from whom you purchased the Digital Collectible does not pay any amounts owed to Octo Corp in

connection with the transfer to you, Octo Corp may, at its option and discretion (and without limiting its right or ability to do so as otherwise provided in these Terms) refuse to provide you with access to the Platform or any Service or additional benefits of the NFT, unless and until all outstanding amounts have been paid.

OCTO CORP MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE MARKET VALUE OR FUTURE VALUE OF ANY OCTO CORP DIGITAL COLLECTIBLE OR WARRANTS ANY COMMERCIAL OR FINANCIAL ADVANTAGE ACCRUING TO THE LICENSED HOLDER. Legislative or regulatory changes at the state, federal or international level may adversely affect the use, transfer, or exchange of the digital collectibles.

Indemnification

By agreeing to these Terms and accessing the Service, and the terms of the Digital Collectible License, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless Octo Corp, and our respective 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 (individually and collectively, from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, and (e) your negligence or wilful misconduct.

You are solely responsible for maintaining the security of your account and control over any usernames, passwords, or any other codes that you use to access our Services. You will not hold us responsible for managing and maintaining the security of your account. We are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your account. You are responsible for monitoring your account. If you notice any unauthorized or suspicious activity in your account, please notify us immediately.

Disclaimers

The Digital Collectibles are currently available only on the Ethereum Blockchain. You will not be able to transfer your Digital Collectibles to any digital wallet that is not compatible with the Ethereum Blockchain. In the event that you inadvertently transfer a Digital Collectible to a digital wallet that is not compatible with the Ethereum Blockchain, your Digital Collectible may be lost or destroyed.

The Digital Collectibles are transferable blockchain-based non-fungible tokens that evidence a limited license to Related Content, and, in some cases, a limited license to Third-Party Content and/or to access Additional Benefits, that is exclusive to the owner and thereby collectible as a form of alienable digital property. Like physical collectibles, the price of non-fungible tokens may be subject to fluctuation based upon broader industry trends and sentiment.

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of non-fungible tokens. Unlike cryptocurrencies and other fungible digital assets, non-fungible tokens are not used to make payments. Non-fungible tokens are not mutually interchangeable and cannot be divided into smaller parts. These design features limit the usefulness of non-fungible tokens as a form of payment or substitute for currency. Instead, non-fungible tokens are enjoyed as digital collectibles.

There is no guaranteed future value for Digital Collectibles. Any future value of a Digital Collectible is based solely on consumer interest and demand for that Digital Collectible and not something that Octo Corp can control or will attempt to control or influence. We are not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), the applicable blockchain or other third party service or infrastructure, including Supported Wallets and Supported Wallet Providers, or any other features of Digital Collectibles or the general marketplace for the digital collectibles. We are not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the applicable blockchain supporting Digital Collectibles including forks, technical node issues or any other issues having fund losses as a result.

The services and digital collectibles are provided "as-is" without warranty of any kind. without limiting the foregoing, we explicitly disclaim any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement, and any warranties arising out of course of dealing or usage of trade. your use of the services is at

your sole risk. except as otherwise provided in a writing by us, the services and any content in the services, and any and all related content, third-party content, benefit and digital collectible is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. in addition, octo corp does not represent or warrant that our services, related content, third-party content, benefits or any digital collectibles are accurate, complete, reliable, current or error-free.

OCTO CORP DIGITAL COLLECTIBLES ARE OFFERED FOR ENTERTAINMENT PURPOSES ONLY. THEY ARE NOT A "SECURITY," AS DEFINED IN THE UNITED STATES OF AMERICA UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE.

Limitation of Liability

To the fullest extent permitted by law, you agree that in no event will Octo Corp or its service providers be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from these terms or the service, products or third-party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by strict liability or tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if pixel vault or its service providers have been advised of the possibility of such damages; or (b) for any other claim, demand, or damages whatsoever resulting from or arising out of or in connection with these terms of the delivery, use, or performance of the service. access to, and use of, the service, products or third-party sites, and products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom. notwithstanding anything to the contrary contained herein, in no event shall the maximum aggregate liability of Octo Corp arising out of or in any way related to these terms, the access to and use of the service, content, NFT's, or any Octo Corp products or services exceed the greater of (a) US\$100 or (b) the amount originally received by Octo Corp for its service directly relating to the items that are the subject of the claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

Modifications to the Service

Octo Corp reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

Governing Law and Venue

These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with the laws of the State of NSW, Australia. The user waives their right to pursue any dispute or grievance with Octo Corp in any court of law other than in the State or Federal courts of the State of NSW, Australia.

Feedback and Contact

If you have any questions about these Terms or Service, or would like to offer Feedback, please contact Octo Corporation via email at the following email address: hello@octocorporation.com