

# TERMS OF USE

This website is owned and operated by ASUS METAVERSE INC. (hereinafter referred to as “we/our/us”). By using and accessing this website, and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and purchase NFTs (collectively, the “Service”), YOU agree to be bound by this TERMS AND USE (hereinafter referred to as “Agreement”) and any new and updated versions hereof. YOU represent that YOU are lawfully able to enter into this Agreement. When YOU use this Service, YOU shall be an adult by the laws of the country where YOU reside in. If you are a minor, you shall access or use this Services only after your parents (or your guardian) read and agree with the terms and conditions of this Agreement. If YOU are accepting this Agreement on behalf of a company or other legal entity, YOU represent that YOU have the authority to accept the Agreement.

IF YOU DO NOT AGREE WITH THIS AGREEMENT, OR IF YOU DO NOT HAVE THE FORESAID AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE THEREOF.

## 1. Products and Services

1.1 You may view and purchase NFTs by the Service. “NFT” in this Agreement means a non-fungible token or similar digital item implemented on a blockchain (such as the Ethereum blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

1.2 The content linked to or associated with any NFTs displayed on the Service are the property of third-party owners or us (hereinafter referred to as "Originator"). When you purchased an NFT by using the Service, the payment will be collected by our authorized business partner AMIS Technologies Co., Ltd. (hereinafter referred to as "AMIS").

1.3 YOU understand and agree that NFTs exist only by virtue of the ownership record maintained in the associated blockchain (e.g., ethereum network). Upon purchasing the NFTs, the rights (including but not limited to the Intellectual Property Rights) or the scope of the license with the corresponding digital content you may obtain will depend on the descriptions, details, or terms of the NFTs you purchased (hereinafter referred to as “Additional Terms”.) YOU understand and agree that any legal ownership, right, or title to any copyrights, trademarks, or other intellectual

property rights to the NFTs shall remain the exclusive property of the Originator. It is therefore recommended that YOU read the applicable Additional Terms carefully before YOU purchase NFTs. By placing an order, YOU agree to be bound by such Additional Agreement and YOU understand that AMIS will collect payment, issue invoice and transfer the NFTs to YOU.

1.4 YOU may connect the Service with designated third-party wallet (hereinafter referred to as "Wallet "), which allows you to engage in transactions on blockchains. In order to receive the purchased NFTs, you will need to connect YOUR Wallet or blockchain address with the Service before purchasing. NFTs will be transferred to YOUR Wallet or blockchain address after we received YOUR payment.

1.5 YOU agree that YOU are solely responsible for maintaining YOUR Wallet secure and restricting the access to the device which has connected to YOUR Wallet. We cannot and will not be liable for any loss or damage arising from YOUR failure to secure YOUR Wallet and we make no representations or warranties regarding how the Service will operate with any specific Wallet. To the maximum extent permitted by law, YOU are solely responsible for YOUR associated Wallet and we are not liable for any acts or omissions by YOU in connection with YOUR Wallet or as a result of YOUR Wallet being compromised.

1.6 The purchased NFTs will normally be transferred to YOUR linked Wallet within a few hours after we received YOUR payment. We do not control the public blockchains and cannot guarantee the required time of NFTs transferring. YOU accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays YOU may experience when using the Service or any blockchain network, however caused.

## **2. After Sales Service**

2.1 The NFTs offered for sale on or made available through the Service are digital content which are not supplied on tangible medium, or online service which would be fully performed once begun, with YOUR prior consent, therefore, Paragraph 1, Article 19 of the Consumer Protection Act is not applicable hereunder.

2.2 Once you place your order and complete the payment, the NFTs will be minted (created) and prepared to transfer to YOU, YOU will not be able to cancel YOUR order except as provided in the Agreement or as otherwise agreed by us.

2.3 If YOU feel the NFT YOU purchased is faulty, or does not match the applicable

Additional Terms, YOU can contact us through the contact information provided in this Agreement. The assistance may be provided according to the following principles:

2.3.1 The assistance will be provide to YOU by us if:

2.3.1.1 the right or title YOU received under such NFT is not consistent with which described in applicable Additional Term;

2.3.1.2 the content associated with such NFT is not consistent with which described in applicable Additional Term.

2.3.2 We will ask AMIS to provide assistance to YOU if:

2.3.2.1 the NFT your purchased did not correctly transferred to YOU;

2.3.2.2 the content associated with YOUR purchased NFT is faulty, or the record maintained in the associated blockchain is incorrect for YOU to view or transfer;

2.3.2.3 the content associated with YOUR purchased NFT cannot be properly displayed in YOUR Wallet.

2.3.3 In situations other than foresaid, we will, in our sole discretion, take proper measure and reply to YOU.

2.4 We will process YOUR return or replacement according to the following principles:

2.4.1 In the event as provided in clause 2.3.1, the relating methods (e.g. return, replacement, reduction or fixing the faulty for you) will be provided subject to mutual agreement between YOU and us.

2.4.2 In the event as provided in clause 2.3.2, if, after trouble shooting and technical issues fixing,:

2.4.2.1 the payment will be returned to YOU through AMIS's support, if the NFT still not be able to transfer to YOUR Wallet;

2.4.2.2 the faulty can be fixed by replacement, we will organize a replacement for YOU;

2.4.2.3 the faulty cannot be fixed, we will organize a return and refund such payment to YOU through AMIS's support.

2.5 When we assist you with the return or replacement, unless YOU have not received the NFTs, YOU should transfer the faulty NFT to our designate blockchain address or burn (destroy) the NFT at our request in the manner we designate.

2.6 In the event we agree to refund the payment to YOU through AMIS's support, the refund will be issued to YOUR credit card or by other mutually agreed method.

### **3. Acknowledgement**

3.1 YOU acknowledge that it is YOUR responsibility to have the appropriate software, hardware and internet connection to operate the then-current version of the Service. We, in our sole discretion, may modify the Service, terminate any events held through this Service ("Website Event"), or discontinue any service through Service at any time without notice, and we also reserve all rights to cease supporting any hardware or software platform at any time without notice.

3.2 YOU acknowledge that some content of the Service is provided by third parties (e.g. AMIS), and YOU also acknowledge that this Service may enable access to third parties' services or websites. YOU agree to enjoy such services or websites and access at YOUR own discretion and such enjoyment shall be subject to the conditions and terms between YOU and such third parties, including but not limited to the terms of transferring NFT and payment methods. YOU also acknowledge and agree that we are not responsible for neither the agreement between YOU and such third parties nor any content provided by such third parties.

3.3 YOU acknowledge that nothing in this Agreement gives YOU a right to use any of our trademarks, service marks, product or service names, slogans, logos or images unless YOU have agreed otherwise in writing with us.

3.4 YOU acknowledge that this Agreement may reference other guidelines, notices, agreements or other terms and conditions of Website Event provided by us or any information contained in the Service, and such reference shall constitute an integral part of this Agreement.

3.5 YOU acknowledge that we reserve the right to modify this Agreement at any time, and each such modification shall be effective upon posting on the Service. YOUR continued use of the Service following any such modification will be deemed YOU agree to be bound by and accept the modified Agreement. It is therefore recommended that YOU read and visit this Agreement on a regular basis to ensure YOU are updated as to the applicable Agreement. If YOU do not agree to be bound

by this Agreement and to abide by all applicable law, YOU must discontinue using the Service immediately.

3.6 YOU agree that the electronic format is the manner of declaration of intention of this Service or Agreement.

3.7 YOU acknowledge that in order to protect YOUR privileges, YOU shall abide by the Internet application custom. YOU agree the following actions are strictly prohibited:

3.7.1 Any attempt to interfere, invade, or destroy any system or resource on the Internet;

3.7.2 Transmitting materials that are threatening, obscene, pornographic, or destroying the public order and customs;

3.7.3 Spreading computer virus.

3.7.4 Using any robots, or mechanical or electronic tools. In the event that YOU use any software or tools above, YOU will be disqualified to participate in Website Event.

## **4. Privacy Policy**

We and AMIS are committed to protecting and respecting your privacy. Please refer to the Privacy Policy for information about how we and AMIS protect the privacy of individuals.

## **5. License and Restriction**

5.1 Subject to the terms of this Agreement, we hereby grant YOU a limited, personal, non-commercial, non-exclusive, non-sublicensable, non-assignable, free of charge license to access or enter the Service. Except for rights granted expressly herein, YOU acknowledge that any and all rights, including without limitation, in the Service, are and shall remain the exclusive property of us, AMIS, Originators and/or its licensors.

5.2 No Removal of Notices: YOU agree that YOU will not remove, obscure, make illegible or alter any notices or indications of any rights and/or our rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to any materials.

## **6. Term and Termination**

- 6.1 If for any reason this Service is not capable of running as planned, including but not limited to force majeure, technical failures, unauthorized intervention, fraud or any other cause beyond the control of us which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Service, we reserve the right in our sole discretion to cancel, terminate, modify or suspend the Service subject to any written directions from a relevant governmental authority.
- 6.2 This Agreement is effective until terminated by YOU or us. YOUR rights to use the Service will be terminated automatically without notice if YOU fail to comply with the terms and conditions mentioned in this Agreement. In this regard, we will not bear any responsibility to YOU. Upon termination of this Agreement, YOU shall immediately cease all use of the Service and its copies, in whole or in part.

## **7. Warranty Disclaimer and Limitation of Liability**

- 7.1 WE ensure that the computer system used in the Service has the reasonable expected safety standard.
- 7.2 YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED “AS IS.” THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SERVICE IS WITH YOU, INCLUDING BUT NOT LIMITED TO RELATED COST OF ALL NECESSARY SERVICING AND REPAIR. TO THE EXTENT PERMITTED BY LAW, WE AND AMIS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SERVICE OR ANY OTHER INFORMATION OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT OR FOR THIS SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF USAGE OR OUT OF COURSE OF PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.
- 7.3 THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THIS SERVICE REMAINS WITH YOU. IN NO EVENT SHALL WE, AMIS, OUR LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS,

DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE OR ANY PART THEREOF, EVEN IF WE OR AMIS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

7.4 We and AMIS shall not be responsible for any incorrect or inaccurate information, caused by the internet user or for any of the equipment or programming associated with or utilized in this Service, or for any technical error, or any combination thereof that may occur in the course of the administration of this Service including but not limited to any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website, software failure, theft or destruction or unauthorized access to or alteration of entries and any injury or damage to YOUR computer related to or resulting from participating in or downloading any materials in this Service.

7.5 In the event that any prize is provided in Website Event, YOU acknowledge the following:

7.5.1 We accept no responsibility for any tax implications that may arise from YOUR acceptance of the prize. Independent financial advice should be sought by YOU.

7.5.2 A prize, in whole or in part, is not allowed to transfer or exchange and cannot be liquidated unless specified otherwise.

7.5.3 In the event that a prize is not available despite our reasonable endeavors to procure the prize, we reserve the right to substitute a prize of equal recommended retail value, subject to any written directions from a relevant governmental authority.

7.5.4 We accept no responsibility for any subsequent variation in the prize value.

7.5.5 In the event that any failure of a prize winner to take the prize within a certain period of time indicated in the Website Event is deemed a waiver of the right for a prize, and we, on our sole discretion, have the right to decide the substitution method of such prize winner.

## **8. Indemnity**

YOU agree to defend, indemnify and hold harmless us and our affiliates, website providers, syndicators, distributors, licensors, officers, directors and employees, from and against any and all losses, damages, liabilities, and expenses arising out of any claim or demand (including reasonable attorneys' fees and court costs), due to or in connection with YOUR violation of this Agreement or any applicable law or regulation, or third-party right.

In case of inconsistency between the English version and the Traditional Chinese version of this Agreement, the Traditional Chinese version shall prevail.

For further information regarding this Agreement and referenced guidelines, contact us by registered mail or e-mail at:

ASUS Metaverse Inc.

Address: 12F., No. 15, Lide Rd., Beitou Dist., Taipei City 112019, Taiwan (R.O.C.)

Email: [support@asusmeta.co](mailto:support@asusmeta.co)

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