

TERMS OF USE

Effective 12th December 2022

These Terms of Use form a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and Oasys Pte. Ltd. (together with its subsidiaries and affiliates, “**Company**”, “**we**”, “**us**”, or “**our**”) and define the contractual relationship between you and the Company concerning your access to and use of the websites oasys.games, hub.oasys.games, docs.oasys.games, status.oasys.games, scan.oasys.games, and other related websites, mobile applications, features and services (together, the “**Websites**”). These Terms of Use apply to all Content (as defined below) as well as the Oasys Protocol and all the software and services offered, made accessible and/or operated by the Company and/or third parties through the Websites (collectively the “**Services**”).

By accessing or using the Websites in any way (including but not limited to using any of the Content or Services available on the Websites), you acknowledge that you have read, understood and agreed to be bound by all of these Terms of Use. Supplemental terms and conditions or documents that may be posted on the Websites from time to time are hereby expressly incorporated herein by reference. If you do not accept or agree to any of these Terms of Use, you are prohibited from accessing or using the Websites, the Content or Services.

These Terms of Use may be revised from time to time by the Company in its sole discretion. Should any material changes be made to these Terms of Use, we will, where practicable, provide you with notice of such change, as well as publish the revised Terms of Use. Your continued use of the Websites, the Content or Services will be regarded as acceptance and acknowledgement of any amendments or modifications made to these Terms of Use from time to time, whether or not reviewed by you. If you do not accept the revised Terms of Use, you are prohibited from accessing or using the Websites, the Content or Services.

The information provided on the Websites should not be distributed or utilised by any person or entity in any jurisdiction or country where such distribution or use would violate the law or regulation or require us to fulfil any registration obligations in that particular jurisdiction or country. Accordingly, persons who choose to access the Websites from other locations do so voluntarily and bear full responsibility for complying with local laws, if applicable.

The Websites are intended for users who are at least 18 years old (the “**Minimum Age**”). Persons under the Minimum Age are not permitted to use or register for the Websites.

If you violate any provision under these Terms of Use, any use of Services will terminate automatically. You must immediately destroy or delete all Content obtained from the Websites. You shall also cease to use the Services immediately. The Company reserves the right to pursue any additional remedies available in law or equity.

Please refer to our Privacy Policy for information about how we collect, use, share and otherwise process information about you.

1. OASYS PROTOCOL

The Oasys Protocol is a layer-1 EVM compatible public blockchain protocol. The Oasys Protocol involves a multi-layer design to manage network activities. The Oasys Protocol involves the

contribution and participation of its community for various activities, such as validators that process transactions and protect the integrity of the network.

Without prejudice to the other provisions under these Terms of Use, you acknowledge, understand and agree that:

- (a) Your use of the Oasys Protocol shall be at your own risk;
- (b) Your decision to access or use any of the features or services relating to the Oasys Protocol (including any smart contracts, dApps and utilities) shall be made entirely based on your own discretion, knowledge, judgment and due diligence. You agree to be solely responsible for all your activity, transactions, decisions, acts or omissions in relation to the Oasys Protocol;
- (c) No representation, warranty, undertaking, guarantee or assurance, express or implied, is made with respect to the Oasys Protocol (including any transactions or activities or smart contracts associated with the Oasys Protocol). There is no certainty that the Oasys Protocol is error-free or will function as expected;
- (d) You shall not use the Oasys Protocol if your use or activity relating to the Oasys Protocol is illegal, prohibited or restricted by applicable laws, regulations and contractual obligations;
- (e) The Oasys Protocol may cease to operate or experience system failures or unplanned interruptions, whether due to validator outage, defects, regulatory action or otherwise;
- (f) We shall not be liable or responsible to any individual, person or entity for any loss of revenue or profits, losses, damages, liabilities, costs or expenses arising out of or in connection with any of the following:
 - any transaction or activity relating to the Oasys Protocol (including the OAS token);
 - any error, bug, flaw, defect or otherwise of the source code, system, smart contracts, protocols in connection with the Oasys Protocol or the OAS tokens, including but not limited to bridging errors;
 - any interruption, malfunction, security breach, collapse of the Oasys Protocol or the OAS tokens, including but not limited to validator outage; and
 - the market liquidity (or lack thereof) of the OAS tokens, volatility of the OAS tokens or any price or value (or lack thereof) of the OAS tokens;
- (g) You have full and sole responsibility for the security of your blockchain wallet and private keys; and
- (h) We do not make any representation, warranty or undertaking in relation to any future results, prospects, performance or features or the Oasys Protocol. We are not responsible for updating or revising any forward-looking statements, even if new information becomes available or other events occur in the future.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the Websites are our proprietary property. All source codes, databases, features, software, website designs, information, audio, video, text, photographs, and graphics (excluding Third Party Content (as defined below)) (together, the “**Content**”) found on the Websites

and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by copyright, trademark and other intellectual property laws and international conventions. The use of the Marks is strictly prohibited unless with the prior written consent of the owner of the Mark.

Unless expressly stated, the Company and its licensors do not grant any express or implied license to the Websites, the Content or the Services. You shall not copy, reproduce, aggregate, republish, download, post, display, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, create derivative works based on, or otherwise exploit for any commercial purposes whatsoever, the Websites, the Content, or the Services without our express prior written consent.

If you satisfy the requirements for using the Websites under these Terms of Use, you are granted a limited personal, non-commercial license to access and use the Websites. It is prohibited to modify or alter the Content or Services in any manner whatsoever. We reserve all rights not expressly granted to you in relation to the Websites, the Services, the Content and the Marks.

Some parts of the Websites may contain content that are owned by third parties (“**Third Party Content**”). Such Third Party Content is protected by copyright or other proprietary laws and is solely intended for display and demonstration purposes only.

If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us.

3. THIRD PARTY PRODUCTS

In addition to the Services, the Websites may contain advertisements or set out information, products or services provided by third parties, including but not limited to third party links to other websites, information on cryptocurrency or digital tokens issued by third parties, applications or products or services deployed on Oasys Protocol and/or layer-2 blockchain protocols of Oasys Protocol (together, the “**Third Party Products**”). These Third Party Products are subject to agreements or licenses with the relevant third parties. Further, these Third Party Products are created, operated and/or managed by the relevant third parties. We do not provide any guarantees or assume any responsibility or liability in respect of any and all Third Party Products. By using the Websites, Content or Services, you agree not to take any action against us or hold us responsible or liable with respect to any Third Party Product.

We, our officers, directors, shareholders, employees, sub-contractors, agents and affiliates, disclaim all representations and warranties (whether express or implied) in respect of Third Party Products including, without limitation, any implied warranties of title, merchantability, fitness for any purpose, informational content or non-infringement.

4. PRODUCTS AND SERVICES

There may be specific terms, agreements or licenses (“**Additional Terms**”) in relation to Services available on the Websites. You acknowledge that these Additional Terms are in addition to these Terms of Use, which continue to apply. In the event of any conflict between a provision under these Terms of Use and an Additional Term, the provision under the Additional Term shall prevail.

5. USER REPRESENTATIONS

In using the Websites (including any Content or Services), you represent and warrant that:

- (a) you have the legal capacity and you agree to comply with these Terms of Use;
- (b) you meet the Minimum Age and are not a minor in the jurisdiction in which you reside;
- (c) you will not access or use the Websites (including the Content or Services) through automated or non-human means;
- (d) you will not use the Websites (including the Content or Services) for any illegal or unauthorized purpose;
- (e) your use of the Websites (including the Content or Services) will not violate any applicable law or regulation; and
- (f) you are not under any sanctions including any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United Nations, United States of America (including by OFAC), the European Union, Singapore or any other sanctions authority, and you are not located in a jurisdiction that is under any such sanctions.

6. RESTRICTIONS

You may not access or use the Website (including Content or Services) for any purpose contrary to these Terms of Use.

You shall not do nor attempt to do any of the following which is a violation of these Terms of Use:

- (a) collect or download information from the Websites with the intention or purpose of creating, directly or indirectly, a collection, compilation, database, or directory;
- (b) deceive, defraud, or mislead us and other users;
- (c) attempt to bypass, deactivate, interfere with or disrupt any security features of the Website, Content or Services;
- (d) disparage, damage, or harm us, the Website (including the Content or Services) or any users of the Website, as determined in our sole discretion;
- (e) utilise any information available on the Websites to harass or cause harm to another person (whether a user of the Websites or otherwise);
- (f) inappropriate use of our support services;
- (g) use the Website (including the Content or Services) in any manner that is contrary to any applicable laws or regulations or that may give rise to civil liability;
- (h) use the Website (including the Content or Services) for any commercial purpose, including but not limited to advertising or offering to sell any goods or services;

- (i) undertake any framing or linking to the Website, Content or Services without our prior written approval;
- (j) upload or send potentially malicious or harmful content and material including viruses and Trojan horses. This includes excessive use of capital letters and spamming that interferes with any uninterrupted use and enjoyment of the Websites. You must also not modify, impair, disrupt, alter, or interfere with the Websites' use, features, functions, operation, or maintenance;
- (k) participate in any automated activities on the system, such as employing scripts to send comments or messages, or utilizing data mining, robots, or similar tools for extracting data;
- (l) remove any proprietary rights notice from any Content;
- (m) upload or transmit any material that serves as a means to collect or transmit information, whether actively or passively. This includes clear graphics interchange formats, 1×1 pixels, web bugs, cookies, spyware or other similar devices;
- (n) create any interference, disruption or excessive burden on the Websites or their networks or services;
- (o) engage in any behaviour that harasses, intimidates, or threatens any of our employees, contractors, or agents;
- (p) try to circumvent any measures of the Websites designed to prevent or restrict certain access to the Websites;
- (q) reproduce, copy or modify the Websites' software and code;
- (r) break down or reverse engineer any of the software that forms part of the Websites;
- (s) use, launch, create, or distribute any unauthorized software or automated system including any spider, robot, cheat utility, scraper, or offline reader; or
- (t) engage in any unauthorized use of the Websites or use the Websites to engage in competitive behaviour with us.

7. CONTRIBUTIONS

You acknowledge that any content or materials (including any text, media such as videos, audio, images, graphics, personal information or other information or materials) (collectively "**Contributions**") which you produce, submit, publish, send or distribute to us or on the Websites may be viewable by other users of the Websites and through third party websites. Any Contributions you transmit may be treated in accordance with our Privacy Policy. Further, you represent and warrant that:

- (a) the creation, access, use, distribution, transmission, downloading, or copying of your Contributions do not and will not infringe any proprietary rights or privacy rights or other rights of any third party in any way;

- (b) you are the owner of or have the necessary licenses or rights and permissions to use and to authorize us, the Websites, and other users of the Websites to use your Contributions in any manner;
- (c) you have the consent of any identifiable person in your Contributions to use the name or likeness of each and every such identifiable person in your Contributions;
- (d) your Contributions are not false, inaccurate, or misleading, and are not a form of solicitation or advertising material;
- (e) your Contributions are not obscene, disparaging, discriminatory, pornographic, violent, threatening, harassing, slanderous or do not depict or constitute or promote any of the foregoing or any racism, hatred, intolerance, cruelty, abuse or anything else that could reasonably be found to constitute hate speech or infringe upon the rights of others, or be otherwise objectionable, as determined by us at our sole discretion;
- (f) your Contributions do not violate any applicable laws or regulations; and
- (g) your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use.

Any use of the Websites in violation of the foregoing is a violation of these Terms of Use.

We are not liable for any content in your Contributions. You are solely responsible for your Contributions and we assume no liability or responsibility in respect thereof. You agree there shall be no recourse against us in respect of your Contributions.

8. USE OF PERSONAL DATA

You agree that we may access, store and use any personal data that you provide in accordance with the terms of our Privacy Policy.

9. FEEDBACK

You acknowledge and agree that any questions or comments or other feedback which you submit to us regarding the Websites or Content or Services ("**Feedback**") shall become our sole property and we shall be entitled to use the same without any further reference to you. You represent and warrant that you have the right to submit such Feedback, and you further agree there shall be no recourse against us in respect of any Feedback.

10. ACTIONS

We reserve the right but not the obligation to, without limitation, monitor the Websites or Content or Services for any violation of these Terms of Use, and take any appropriate action against anyone who in our sole discretion is in violation of these Terms of Use. This includes reporting any user in violation of the law to enforcement authorities.

Without prejudice to the generality of the foregoing or limiting any other provision of these Terms of Use, we may, in our sole discretion and without further notice to anyone, at any time terminate or limit or restrict any person(s)'s access to our Websites or Content or Services for any reason whatsoever,

or remove any part of the Websites and Content or Services, or remove any posted content or Contributions from the Websites and/or our systems, or take any other action in respect of the management of the Websites, Content and Services.

We reserve the right to take any appropriate legal action, including without limitation to pursue any remedies available to us at law.

11. MODIFICATIONS TO SITE

We reserve the right to change, correct, revise, update, remove, suspend, discontinue or otherwise modify any part of the Websites or Content or Services, including the correction of any errors, inaccuracies or omissions, at any time and for any reason at our sole discretion, without notice to anyone. However, nothing in these terms obliges us to update any information on our Websites or maintain the Websites or Content or Services or to supply any corrections, updates or release. We make no representation as to any aspect of the Websites or Content or Services whatsoever.

We cannot guarantee the Websites or Content or Services will be available at all times. There may be interruptions or delays or errors resulting from maintenance or otherwise.

You agree that we have no liability or responsibility whatsoever to you or any third party in respect of the matters above.

12. GOVERNING LAW

These Terms of Use and your use of the Websites, the Content and the Services are governed by and construed in accordance with the laws of Singapore, without regard to any conflict of law principles.

13. DISPUTE RESOLUTION

13.1. Agreement to Arbitrate

You and the Company agree that the sole and exclusive forum and remedy for a Dispute (defined below) shall be final and binding arbitration pursuant to this section.

“**Dispute**” shall include any dispute or claim arising out of or relating to or in connection with these Terms of Use including any question regarding enforceability or validity of any of these Terms of Use (except to the extent provided otherwise in the paragraph entitled “No Class Actions” below).

13.2. Exceptions to Arbitration

You and the Company agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; (c) any claim for injunctive relief; and (d) any Dispute that may be brought in small claims court.

13.3. Arbitration Rules

(a) The party raising any Dispute shall first serve written notice of the Dispute to the other party (“**Dispute Notice**”). Within seven (7) days of the service of a Dispute Notice, each party shall

seek to resolve the Dispute through good faith negotiations. If the Dispute has not been resolved within thirty (30) days of service of the Dispute Notice, either party shall be entitled to refer the Dispute to arbitration in accordance with the remaining provisions of Section 13.3. Notwithstanding the foregoing, nothing shall prevent or delay any party from commencing arbitration proceedings under the remaining provisions of Section 13.1 in relation to any Dispute in which that party seeks interim or emergency relief.

- (b) Any Dispute which is not resolved in accordance with Section 13.3(a) above shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference to this section. In any arbitration commenced pursuant to this section, the tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The language of the arbitration shall be English, and the seat of the arbitration shall be Singapore. Except as otherwise provided in the Arbitration Rules of the SIAC, any decision of the arbitrator in any matter within this Section 13.3 will be final, binding and incontestable and may be used as a basis for enforcement thereon in Singapore or elsewhere. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section in these Terms of Use.
- (c) The arbitrator will be entitled to include in its decision a determination as to the payment of the costs and expenses of the arbitrator, the administrative costs of the arbitrator, the legal fees incurred by the parties, the costs and expenses of witnesses and all other costs and expenses necessarily incurred in the opinion of the arbitrator in order to properly settle the Dispute.

13.4. No Class Actions

To the maximum extent allowed by applicable laws, no arbitration herein may be joined with any other proceeding, and no arbitration of Dispute may be carried out using class action procedures or as a class action or in any representative capacity on behalf of the public or any other persons.

Subject to the above, unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of such parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights of anyone other than the parties to the arbitration, or resolve any Dispute of anyone else, nor (b) make an award for the benefit of, or against, anyone other than any such party to the arbitration. No administrator arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph, and any attempt to do so shall be invalid and unenforceable.

14. DISCLAIMER

The Website, the Content and the Services including the Oasys Protocol are provided on an “as is where is” basis, and we make no representations or warranties of any kind (whether express or implied). We, our officers, directors, shareholders, employees, sub-contractors, agents and affiliates, disclaim all representations and warranties (whether express or implied) including, without limitation, any implied warranties of title, merchantability, fitness for any purpose, informational content or non-infringement.

We assume no liability or responsibility whatsoever for any errors or inaccuracies in any content or materials, any loss or damage of any kind incurred in relation to the use of any content or materials, any personal injury or property damage in relation to your use of the Websites or Content or Services,

any unauthorised access to information on our secure servers, any disruption or interruption when using the Websites or Content or Services, and/or any viruses or harmful components transmitted through the Websites or Content or Services.

We do not endorse or assume any responsibility for any Third Party Product, or any product or service advertised or offered by third parties through the Websites or through any form of advertising or any other mode. You agree that accessing of any product or service offered by third parties (including Third Party Products) is solely at your own risk.

Neither the Websites nor the Content nor the Services are intended to provide, or provides, any investment or financial advice. Please conduct your own assessment and seek the advice of qualified consultants to evaluate the suitability of any of your transactions. You agree that you are fully responsible for your decisions. We do not warrant or guarantee the completeness or accuracy of any information provided to you through the Websites or Content or Services and we are not liable for any actions taken in reliance thereon, including with respect to the release of any funds.

15. LIMITATION OF LIABILITY

To the maximum extent allowed by applicable laws, in no event shall the Company or its affiliates, or their respective officers, directors, employees, shareholders, agents, representatives, employees, sub-contractors or agents be liable to any person or entity for any direct, indirect, consequential, exemplary, statutory, incidental, special, or punitive damages, including loss of profit, loss of revenue, loss of data, costs, expenses and payments, either in tort (including negligence), contract, or other damages, in any other form, arising from, or in connection with, your use of the Oasys Protocol, any Third Party Product(s), the Websites or the Content or the Services, the inability to use or failure or error or breakdown of the Websites (including Content or Services), your reliance on or use of the Website even if we have been advised of the possibility of such damages. In the event the foregoing limitation of liability is prohibited under applicable laws, our aggregate liability to you for any cause whatsoever and regardless of the form of the action shall not exceed US\$500.00.

16. INDEMNIFICATION

You agree to defend, release, indemnify, and hold us, our officers, directors, agents, partners, employees, contractors, successors and assigns (“**Indemnified Persons**”) harmless from and against any costs, expenses, loss, damage, liability, claim, action or demand, including but not limited to attorneys’ fees and expenses, that any Indemnified Person suffers or incurs due to or arising out of: (1) your use or access of the Website, the Content or the Services; (2) any Contributions you submit to us or transmit through the Website (including, without limitation, any content or computer viruses), (3) your breach of these Terms of Use; (4) any breach of your representations and warranties under these Terms of Use; (5) your breach of the rights of any third party, including but not limited to intellectual property rights; or (6) if you manage or operate or are the developer of any Third Party Products, such Third Party Product(s). Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

17. USER DATA

You are solely responsible for all data that you transmit, including data that relates to your activity on the Websites or Content or Services. In certain situations, we may collect or retain certain data relating to your activity or data that you transmit. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

18. ELECTRONIC COMMUNICATIONS

You acknowledge that accessing, using or interacting with the Websites (including Content and Services) constitutes electronic communications. You agree to all electronic communications and further agree that all electronic communications, which includes agreements, policies, notices and other communications we provide to you electronically, satisfies legal requirements for written communications. You waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use. You further waive any rights or requirements under the laws or regulations in any jurisdiction that require an original signature or physical delivery or retention of non-electronic records, or payments or granting of credits by any means other than electronic means.

19. MISCELLANEOUS

- (a) These Terms of Use, the Additional Terms and any other terms or policies posted by us on the Websites constitute the entire agreement and understanding between you and us.
- (b) Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. We reserve the right to assign any or all of our rights and obligations under these Terms of Use to any person.
- (c) We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- (d) If any provision of these Terms of Use or part thereof is rendered void, illegal or unenforceable by any laws to which it is subject, it shall be rendered void, illegal or unenforceable only to that extent and shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Terms of Use.
- (e) There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or your access or use of the Websites, Content or Services.
- (f) You agree that these Terms of Use will not be construed against us by virtue of us having prepared them.

20. CONTACT US

You may contact us to receive further information or provide feedback regarding the Websites, Services or Content.

Last updated: 7th March 2024