

# Terms of Service

LAST UPDATED – OCTOBER 26, 2021

## Welcome

UNIUM PTE. LTD (“Unium” “we,” “us,” “our”) provides its marketplace and services (described below) to you (“you” or “User”) through its website, platform, and marketplace located at [www.unium.finance](http://www.unium.finance) (the “Platform”), subject to the following Terms of Service (as amended from time to time, the “Terms”). By signing up for an account on the Platform or otherwise using or accessing the Platform, you acknowledge that you have read and agree to these Terms. The Privacy Policy and all such additional terms, guidelines, and rules as set forth on the Platform are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User.

***PLEASE READ THESE TERMS OF PLATFORM CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST UNIUM ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.***

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Platform user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Platform will be effective immediately. Your continued use of the Platform and after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

## What is Unium?

Unium is a platform for artists (“Creators”) and collectors (“Collectors”) to sell, purchase, list for auction, make offers, and bid (each a “Transaction”) on digital art represented on a non-fungible Ethereum-based tokens (“Digital Artwork”).

**Smart-Contract Enabled.** The Digital Artwork on Unium is represented on smart contracts on the Ethereum blockchain that provides an immutable ledger of all transactions that occur on Unium (“Smart Contracts”). This means that all Digital Artwork is outside of the control of any one party, including Unium, and is subject to many risks and uncertainties. We neither own nor control MetaMask, the Ethereum network, your browser, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. The User understands that your Ethereum public address will be made publicly visible whenever you engage in a transaction on the Platform.

**Noncustodial.** While Unium offers a marketplace for Digital Artwork, it does not buy, sell, or ever take custody or possession of any Digital Artwork. The Platform facilitates User collection of Digital Artwork, but neither Unium nor the Platform are custodians of any Digital Artwork. The User understands and acknowledges that the Smart Contracts do not give Unium custody, possession, or control of any Digital Artwork or cryptocurrency at any time for the purpose of facilitating transactions on the Platform. You affirm that you are aware and acknowledge that Unium is a non-custodial service provider and has designed this Platform to be directly accessible by the Users without any involvement or actions taken by Unium or any third-party. As a marketplace, Unium cannot make any representation or guarantee that Creators will achieve any particular outcome as the result of listing their Digital Artwork on Unium.

## How do I use Unium?

**Your Registration Obligations:** Anyone can browse Unium without registering for an account. You may be required to register with Unium in order to access and use certain features on the Platform, such as participating as a Creator or Collector. If you choose to register for the Platform, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form. Registration data and certain other information about you are governed by our Privacy Policy. You must be at least 13 years old to register for an account as a Creator, and at least 18 years old to place a bid on any Digital Artwork. If you are between 13 and 18 years old, you must have the expressed permission of a parent or legal guardian who can accept these Terms on your behalf. You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account.

**Member Account, Password, and Security:** You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any

and all activities that occur under your password or account. You agree to (a) immediately notify Unium of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing Unium. Unium will not be liable for any loss or damage arising from your failure to comply with this Section.

**Connecting your Wallet:** In order to participate as a Creator or Collector in the marketplace, you must connect to a browser extension called MetaMask. MetaMask is an electronic wallet which allows you to purchase, store, and engage in transactions using the native Ethereum cryptocurrency, ETH. All transactions on Unium are in the native Ethereum cryptocurrency, ETH.

**Modifications to the Platform:** Unium reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that Unium will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform.

## What are the rules for using Unium?

When using Unium, no User is allowed to:

- manipulate the price of a Digital Artwork in any way, including bidding on your own items, preventing bidding, or using Unium to conceal economic activity.
- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Unium, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or which may expose Unium or its users to any harm or liability of any type;
- interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform; or
- violate any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to the U.S.

Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity;

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other Users from the Platform by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Platform;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its Users for any unauthorized purpose;
- create user accounts by automated means or under false or fraudulent pretenses;
- access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services.

## How do I become a creator?

Artists need an invitation or to become a Creator on Uniu Selling invitations in return for ETH or any other favor is strictly prohibited. If Unium becomes aware that any invitation is being sold to a third party, Unium may suspend or otherwise terminate your access to Unium.

Unium maintains complete discretion in selecting the artists in its marketplace, and makes no guarantees or promises that any artists will be approved as Creators even if Unium solicited the request.

## What are the intellectual property rights on the Platform?

### Creator Rights

The Creator owns all legal right, title, and interest in all intellectual property rights underlying the Digital Artwork minted by the Creator on the Platform, including but not limited to copyrights and trademarks. As the copyright owner, the Creator has the right to reproduce, prepare derivative Digital Artwork, distribute, and display or perform the Digital Artwork.

Creators hereby acknowledges, understands, and agrees that selling a Digital Artwork on Unium constitutes an express representation, warranty, and covenant that the Creator has not, will not, and will not cause another to sell, tokenize, or create another cryptographic token representing a digital collectible for the same Digital Artwork, excepting, without limitation, the Creator's ability to sell, tokenize, or create a cryptographic token or other digital asset representing a legal, economic, or other interest relating to any of the exclusive rights belonging to the Creator under copyright law.

The Creator hereby acknowledges, understands, and agrees that launching a Digital Artwork on Unium constitutes an express and affirmative grant to Unium, its affiliates and successors a non-exclusive, world-wide, assignable, sublicensable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, and distribute the Digital Artwork on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising the Platform, or any other purpose related to Unium, including without limitation, the express right to: (i) display or perform the Digital Artwork on the Platform, a third party platform, social media posts, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public; (ii) create and distribute digital or physical derivative Digital Artwork based on the Digital Artwork; (iii) indexing the Digital Artwork in electronic databases, indexes, catalogues; and (iv) hosting, storing, distributing, and reproducing one or more copies of the Digital Artwork within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or causing, directing, or soliciting others to do so.

Creators expressly represent and warrant that their Digital Artwork listed on Unium contains only original content otherwise authorized for use by the Creator, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Creator, not authorized for use by the Creator, not in the public domain, or otherwise without a valid claim of fair use, the Creator further represents and warrants that it has permission to incorporate the unoriginal content.

## **Collectors Rights**

Collectors receive a cryptographic token representing the Creator's Digital Artwork as a piece of property, but do not own the creative work itself. Collectors may display and share the Digital Artwork, but Collectors do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Digital Artwork, excepting the limited license to the Digital Artwork granted by these Terms. Upon collecting a Digital Artwork, Collectors receive a limited, worldwide,

non-assignable, non-sublicensable, royalty-free license to display the Digital Artwork legally owned and properly obtained by the Collector.

The Collector's limited license to display the Digital Artwork, includes, but is not limited to, the right to display the Digital Artwork privately or publicly: (i) for the purpose of promoting or sharing the Collector's purchase, ownership, or interest, (ii) for the purpose of sharing, promoting, discussing, or commenting on the Digital Artwork; (iii) on third party marketplaces, exchanges, platforms, or applications in association with an offer to sell, or trade, the Digital Artwork; and (iv) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments.

Collectors have the right to sell, trade, transfer, or use their Digital Artwork, but Collectors may not make "commercial use" of the Digital Artwork.

The Collector agrees that it may not, nor permit any third party, to do or attempt to do any of the foregoing without the Creator's express prior written consent in each case: (i) modify, distort, mutilate, or perform any other modification to the Work which would be prejudicial to the Creator's honor or reputation; (ii) use the Digital Artwork to advertise, market, or sell any third party product or service; (iii) use the Digital Artwork in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) incorporate the Digital Artwork in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these Terms or solely for your Collector's personal, non-commercial use; (v) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Digital Artwork; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Artwork; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the same Digital Artwork, whether on or off of the Unium Platform; (viii) falsify, misrepresent, or conceal the authorship of the Digital Artwork; or (ix) otherwise utilize the Digital Artwork for the Collector's or any third party's commercial benefit.

Collectors irrevocably release, acquit, and forever discharge Unium and its subsidiaries, affiliates, officers, and successors of any liability for direct or indirect copyright or trademark infringement for Unium use of a Digital Artwork in accordance with these Terms.

**Platform Content, Software and Trademarks:** You acknowledge and agree that the Platform may contain content or features ("Platform Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Unium, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Platform Content, in whole or in part. In connection with your use of the Platform you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Unium from accessing the Platform

(including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Platform or the Platform Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Platform or distributed in connection therewith are the property of Unium, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Unium.

**Third Party Material:** Under no circumstances will Unium be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Unium does not pre-screen content, but that Unium and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Platform. Without limiting the foregoing, Unium and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Platform, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content and the purchase of any Digital Artwork, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content Transmitted Through the Platform:** With respect to the content, Digital Artwork, or other materials you upload through the Platform or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Unium and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Platform or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

Any questions, comments, suggestions, ideas, feedback or other information about the Platform ("Submissions"), provided by you to Unium are non-confidential and Unium will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Unium may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Unium, its users and the public. You understand that the technical processing and transmission of the

Platform, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Copyright Complaints:** Unium respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Unium of your infringement claim in accordance with the procedure set forth below.

Unium will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Unium’s Copyright Agent [official@unium.finance](mailto:official@unium.finance) (Subject line: “DMCA Takedown Request”).

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

**Counter-Notice:** If you believe your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content;



If a counter-notice is received by the Copyright Agent, Unium will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, Unium has adopted a policy of terminating, in appropriate circumstances and at Unium's sole discretion, Users who are deemed to be repeat infringers. Unium may also at its sole discretion limit access to the Platform and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **User Agrees to Cooperate with Unium**

Creators expressly agree to refund to the Collector and/or Unium the entire portion of Fees received from the sale of a Digital Artwork that was subsequently removed from the Site pursuant to an effective DMCA request to which the Creator failed to timely submit an effective DMCA Counter notification. Unium will not be held liable to any User for removing allegedly infringing works from the Platform or otherwise fulfilling its legal obligations under the DMCA.

Creators, Collectors, and all Users expressly agree to cooperate and timely respond to Unium's investigations, requests, and inquiries related to DMCA disputes or allegations of infringement. Users agree to initiate a "burn" transaction upon Unium's request for Digital Artwork that have been permanently removed from the Unium marketplace pursuant to a valid DMCA Take-Down Notice, or that are otherwise alleged to be infringing.

### **What fees does Unim charge?**

**Auction.** The terms and mechanics of the Auctions are set forth in our Help Center and incorporated into these Terms.

**Fees.** The Fees for an initial sale of Digital Artwork on Unium is as follows:

- Creators receive 99% of the total sale price of an Initial Sale.
- Unium collects 1% of the total sale price of an Initial Sale.
- You agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the smart contracts on the Ethereum blockchain network.
- Unium collect 1% of the total sale price of a Secondary sale.

- You agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the smart contracts on the Ethereum blockchain network.

**Royalty.** It's a fee that's returned to the creator of the NFT. When creating an NFT, the creator can set a royalty of up to 10%, and if the NFT is a final successful bid/sell, the creator will be paid royalties according to the ratio set by the creator to the final nick. With low platform and brokerage fees, we plan to maximize profits for users and influencers.

Unium does not generally collect any fees, commissions, or royalties for transactions occurring outside of Unium. Users irrevocably releases, acquits, and forever discharges Unium and its subsidiaries, affiliates, officers, and successors of any liability for royalties, fines, or fees not received from any off-market transaction.

All transactions on Unium, including without limitation minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are facilitated by smart contracts existing on the Ethereum network. The Ethereum network requires the payment of a transaction fee (a "Gas fee") for every transaction that occurs on the Ethereum network, and thus every transaction occurring on Unium. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Unium. The User acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on Unium 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.

**Taxes.** Users are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, "associated with your use of Unium (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, sale, or creation of any artworks).

**Beta Platforms.** Certain features on Unium may be offered while still in "beta" form ("Beta Platforms"). Unium will utilize best efforts to identify the Beta Platforms by labeling on its Platform. By accepting these Terms or using the Beta Platforms, you understand and acknowledge that the Beta Platforms are being provided as a "Beta" version and made available on an "As Is" or "As Available" basis. The Beta Platforms may contain bugs, errors, and other problems. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE BETA PLATFORMS, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, we are not obligated to provide any maintenance, technical, or other support for the Beta Platforms.

# What about my privacy?

Our privacy policy is a part of these Terms. Please review the Unium Privacy Policy, which also governs the Platform and informs Users of our data collection practices.

## Other Legal Terms

**Indemnity and Release:** You agree to release, indemnify and hold Unium and its affiliates and their officers, employees, directors and agents (collectively, “Indemnitees”) harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, any User Content, your connection to the Platform, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnatee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnatee.

**Disclaimer of Warranties:** Platform transactions, including but not limited to primary sales, secondary market sales, listings, offers, bids, acceptances, and other operations utilize experimental smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky and may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Ethereum blockchain (i.e., “forks”), which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or Digital Artwork, or lost opportunities to buy or sell Digital Artwork. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. UNIUM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

UNIUM MAKES NO WARRANTY THAT (I) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (II) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS.

**Limitation of Liability:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNIUM WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, LOSS IN VALUE OF ANY DIGITAL ARTWORK, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF UNIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PLATFORM; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORMS RESULTING FROM ANY DIGITAL ARTWORK, GOODS, DATA, INFORMATION OR PLATFORMS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (V) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL UNIUM'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID UNIUM IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM OR WITH THESE TERMS OF PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

## Here are our termination rights.

You agree that Unium, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove and discard any content within the Platform, for any reason, including, without limitation, for lack of use or if Unium believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Platform, may be referred to appropriate law enforcement authorities. Unium may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You

agree that any termination of your access to the Platform under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Unium may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. Further, you agree that Unium will not be liable to you or any third party for any termination of your access to the Platform.

## **We do not get involved with User disputes.**

You agree that you are solely responsible for your interactions with any other Users in connection with the Platform and Unium will have no liability or responsibility with respect thereto. Unium reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Platform.

## **General Legal Terms**

These Terms of Service constitute the entire agreement between you and Unium and govern your use of the Platform, superseding any prior agreements between you and Unium with respect to the Platform. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. The failure of Unium to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Unium, but Unium may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Platform may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Platform.

# Your Privacy

At Unium, we respect the privacy of our users. For details please see our Privacy Policy. By using the Platform, you consent to our collection and use of personal data as outlined therein.