

Terms of Service

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1. Introduction

ADOT is an NFT (non-fungible token or similar digital item implemented on a blockchain) marketplace, owned and operated by VUCA Digital Limited (“ADOT,” “we,” “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of the ADOT website, APIs, mobile applications, tools, features, or functionalities provided on or in connection with our services (“Platform”); including without limitation using our services to view, explore, create, trade or connect directly with others to mint, purchase, sell, bid, bridge or transfer NFTs and /or digital assets on blockchains (collectively, the “Service”).

For purposes of these Terms of Service, “user”, “you”, and “your” mean you as the user of the Service. If you use the Service on behalf of a company or other entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Service, and you agree to these Terms of Service on the entity’s behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS.

BY CLICKING TO ACCEPT, SIGN, AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE OUR SERVICE.

ADOT is not a wallet provider, custodian, exchange platform, broker, dealer, financial institution, payments processor, money services business, or creditor. ADOT does not have custody or control over the NFTs, digital assets, or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs. Importantly, to use our Service, you must use a third-party wallet (i.e. MetaMask, Coinbase, WalletConnect, Rainbow Wallet, etc.) which allows you to engage in transactions on blockchains.

ADOT is not party to any agreement between any users. You agree that you have full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers and we make no claims, guarantees, or recommendations about the identity, legitimacy, functionality, or authenticity of users or NFTs and any content associated with such NFTs visible on the Service. In the event that a user discovers any irregularities or illegal activities, please contact us immediately.

2. Accessing the Service

Your blockchain address functions as your identity on ADOT. Therefore, you will need a blockchain address and a third-party wallet to access our Service. Your account on ADOT 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 that wallet. Wallet is not operated by, maintained by, or affiliated with ADOT, and ADOT does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. ADOT 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, PINs and API key, Private Key and password secure. You will be solely responsible for the loss or breach of your data and/or personal data resulting from unauthorized and inappropriate access by any person, including the loss or theft of any digital assets you have in your account.

If you face any problems related to your wallet, please contact your wallet provider directly. However, you agree to immediately notify us via info@adotmarketplace.com if you discover or suspect any security issues related to our Service or your account.

3. Use of Our Service

Our platform is committed to providing services to users of all generations. However, if you are a minor, you hereby represent and warrant that you have obtained parental approval prior to engaging in any financial transactions, including the purchase of high-value products via ADOT platform. Minors may be restricted, prohibited, refused from conducting, or have any transactions canceled if: (1) the requested transaction is not permitted by applicable law, or (2) due to the conditions set by us.

You must not use our Service if any applicable laws, including but not limited to anti-money laundering laws, counter-terrorist financing laws, anti-corruption laws or economic sanctions laws, would be breached or if such applicable laws prohibit, penalize, sanction, or expose ADOT to liability.

You may not use our Service if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Service would be illegal or otherwise violate any applicable law (including any countries sanctioned by the UN, US, OFAC, the UK or the EU). You represent and warrant that you are not a citizen or resident of any such jurisdiction and that you will not use ADOT platform. You also represent and warrant that you will comply with all applicable laws in connection with using the Service.

In order to comply with our legal obligations and keep our users and platform safe, we may need to restrict, suspend, or terminate your access to the Service. You acknowledge that ADOT is under no obligation to disclose the details of its decision to take such action with you.

If you are in any doubt as to whether the above restrictions apply to you, you should consult your legal, financial, tax or other professional advisor(s). Unfortunately, if you breach any of these Terms of Service, your account will be terminated. The decision to terminate or suspend any account is in our sole discretion.

We do not guarantee that our Service will always be available or be uninterrupted. We may suspend or restrict the availability of all or any part of our Service for business and operational reasons or other actions that ADOT, in its sole discretion, may elect to take.

ADOT may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, to provide you with a requested service, or to investigate a potential violation of these Terms. In such cases, ADOT, in its sole discretion, may disable your account and/or block your ability to access the Service until such additional information and documents are processed by ADOT. If you do not provide complete and accurate information in response to such a request, ADOT may refuse to restore your access to the Service.

4. Ownership

The Service, including its text, graphics, images, logos, page headers, button icons, urls, and scripts, proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the ADOT logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of ADOT, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We, 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. The intellectual property of ADOT may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance.

All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by ADOT.

ADOT does not have ownership, custody, or control of NFTs or the smart contracts deployed by third parties. Creators of these NFTs or smart contracts are solely responsible for their operation and functionality.

5. Intellectual Property Right

When purchasing an NFT, users own the NFT associated with certain digital media, but users do not own the intellectual property rights of the NFT unless explicitly granted by the seller/creator. Users are entirely responsible for verifying the authenticity, legitimacy, and identity of the NFTs they purchase on ADOT platform. ADOT does not guarantee or make any promises regarding the authenticity, legitimacy, or identity of the NFTs. In some cases, we may assist you in obtaining information about the seller/creator of the NFT at our discretion and within the limits set by applicable law.

For sellers/creators, by minting, selling, auctioning, or providing NFTs through our platform, you represent and warrant that you are the legal owner of all rights, title, and interest in and to the intellectual property rights of the NFTs, or that you have obtained the necessary legal authorization from the intellectual property owner to mint, sell, or provide those NFTs on ADOT.

ADOT reserves the right to temporarily suspend, delete, or refuse to upload or post user content if ADOT has reasonable grounds to believe that the user content infringes on the intellectual property rights of others or may create liability for ADOT or other users, in accordance with these Terms of Service.

ADOT is not obligated to monitor any intellectual property rights violations and has no duty to review the content of NFTs (related to intellectual property rights violations) before they are posted on our platform. Therefore, ADOT will not be liable for any actions related to the transmission, communication, or content provided by sellers, creators or users.

6. NFTs Services

ADOT platform facilitates users in buying, selling, minting, trading, bidding, bridging and auctioning NFTs. Through the ADOT marketplace, users can do secondary NFT trades on the lightlink blockchain.

6.1 Buying, Selling, Minting and Trading

Users are responsible for all transactions or communications that occur on ADOT platform. It is prohibited to sell and/or auction NFTs that (1) violate applicable laws, (2) infringe on intellectual property rights, or (3) breach the Terms of Service. Listing NFTs incurs a listing fee at the rate specified by ADOT. All listing fees will be charged at the time the NFT is listed. ADOT will charge a platform fee from the sale price of each NFT sold on our platform at a rate determined by us. The seller/creator is responsible for paying this platform fee. When purchasing an NFT, the buyer will pay the sale price set, but the seller/creator will receive the amount after the platform fee has been deducted.

6.2 Auctioning

Embracing the classic auction approach, our Service facilitates a system where participants can place bids openly against their competitors. For auctioning NFTs, the seller must set a floor price, and the auction duration. The auction date, the NFT to be auctioned, and the auction terms will be presented to allow the public or interested parties to participate in the bidding. The highest bidder, upon the final bid being accepted, will be considered the purchaser of the NFT.

Once the auction has started, the NFT will be reserved for auction and cannot be withdrawn until the auction concludes. Auction participants acknowledge that they must have sufficient funds in their wallet to cover the amount they have bid. Once a winner has been declared, the funds in the wallet of the winning bidder will be frozen immediately. Sellers are prohibited from bidding on their own NFT auctions. The auction rules and procedures will be regulated by ADOT. ADOT reserves the right to cancel any scheduled auction at any stage.

If two bidders place the same bidding price, the earlier bid is considered higher. A bidder's offer is binding and cannot be reduced or canceled until a higher bid is placed by another bidder. If a higher bid is placed within 15 minutes before the auction ends, the auction period may be extended at the discretion of the seller. After the auction period ends, the highest bidder has the right to receive the NFT or coin immediately by using the available function.

6.3 Platform Rewards

An exclusive rewards system named VStone is introduced on our platform, a distinctive feature that enhances user engagement and loyalty. VStone is an ERC-20 token, serving as a reward mechanism for our platform users. VStone cannot be purchased from any exchange or traded, making it an exclusive asset that users can acquire only through participation in our platform activities. Additionally, users cannot transfer VStone from wallet to wallet. Only administrators have the ability to mint VStone directly into a user's wallet. Users can earn VStone by completing quests, which include activities, such as daily login to the platform, or minting NFTs on ADOT. In addition to regular quests, event quests offer user opportunities to earn VStone by participating in specific platform events, such as depositing NFTs from specified collections, minting NFTs from partnership NFT collection.

7. Payment

Users have to make payments by using digital assets. Any transactions occurring on ADOT will incur various fees as specified in these Terms of Service, including additional fees that ADOT may impose from time to time. Users are solely responsible for paying any fees, charges, or other taxes related to the goods and services, as well as any associated expenses or fees imposed or required by governmental authorities in connection with your use of our Service.

Platform fee deducted by ADOT for minting, purchases, sells or trades are determined by ADOT's set rates, and ADOT reserves the right to adjust these fees periodically. As a platform, ADOT will not be responsible for any other fees that may be charged by sellers/creators, including but not limited to royalty fee.

8. Privacy Policy

You acknowledge and agree that your use of the Service is subject to ADOT's Privacy Policy, and ADOT may collect, use, or disclose your personal data according to the terms outlined in the Privacy Policy. Please note that ADOT will access and use your personal data and other data you provide through the use of Service, whether through technical means or contractual relationships. This includes the retention of data even after the termination of Service in accordance with the Privacy Policy.

9. Modifications to the Service

We reserve the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Service (or any features or parts thereof) at any time and without liability as a result. We will notify the details of the modifications, providing users with a written letter via our platform in a readily visible manner. Any changes to this Terms will become effective upon publishing the Terms or such other date as we may specify. It is your sole responsibility to review the Terms of Service from time to time to view such changes and to ensure that you understand the Terms of Service that apply when you access or use the Service.

10. Feedback and Complaints

If you have any suggestions, questions, concerns, or problems in using our services, please contact us via email at info@adotmarketplace.com.

ADOT shall have a timeframe for handling complaints within 14 (fourteen) business days.

11. Termination

The Terms of Service herein are effective immediately and shall remain in force indefinitely. However, users' utilization of the Service may cease, or the terms of this terms of use may be terminated according to the provisions specified in this terms themselves.

11.1 Termination by ADOT

ADOT reserves the right to terminate the user's account in the following cases:

- It finds that the use of the Service by a user may cause harm, loss, inappropriate conditions, discomfort, harassment, or any other unsuitable situation;
- It is necessary to comply with court orders, judgments, or orders binding on government agencies to enforce the aforementioned or any other directives; or

- Users breach any of the provision of these Term of Service.

In these cases, ADOT will notify the user of the termination with a written notice at least 3 (three) days in advance, along with the reasons for the termination.

Notifying of termination in writing at least 3 (three) days in advance, shall not apply with any of the following circumstances. ADOT has the right to terminate the entire Service or part of it without prior notice:

- The cancellation is in compliance with the applicable laws and legal orders, and ADOT is unable to notify you of the termination at least 3 (three) days in advance; or
- In case you breach these Term of Service for the second times.

11.2 Termination by Users

Users may choose to cancel their service at any time by disconnecting wallet from ADOT platform. However, users are solely responsible for managing their digital NFT assets and other assets related to the Service on their own. If there are any ongoing uses or digital NFT assets and other assets still associated with ADOT, it is assumed that the user has not cancelled the Terms of Service. After the Service has been terminated, users can reconnect their wallet with ADOT for using the Service again at any time after the cancellation of Service.

12. Severability

If any term, clause, or provision of these Terms of Service is held to be illegal, invalid, void, or unenforceable (in whole or in part), such term, clause, or provision shall be severable from these terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in these Terms of Service, which will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms of Service, but the rest of these Terms of Service will remain in full force and effect.

13. Dispute Resolution-Arbitration and Class Action Waiver

Please carefully read this Dispute Resolution - Arbitration and Class Action Waiver clause. It significantly impacts your legal rights.

Arbitration

13.1 It provides that all disputes between you and us shall be resolved by binding arbitration. Arbitration is a form of private dispute resolution and replaces the right to go to court. Your acceptance of these Terms of Service constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury

in arbitration, and court review of an arbitration award is limited. The arbitrator shall follow these Terms of Service and can award the same damages and relief as a court.

13.2 Any dispute, controversy, or claim arising out of, relating to, or in connection with these Terms of Service, including any question regarding its existence, validity or termination, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred and finally resolved by arbitration administered by the BVI International Arbitration Centre (“BVI IAC”) under the BVI IAC Arbitration Rules (“BVI IAC Rules”). The law of the arbitration shall be the laws of Thailand. The number of arbitrators shall be 3 (three) arbitrators. The language to be used in the arbitral proceedings shall be English.

Class Action Waiver

13.3 Except as otherwise stipulated in these Terms of Service, to the maximum extent permitted by applicable law, the arbitrators shall not consolidate claims of more than one individual, and shall not otherwise preside over any form of a class or representative proceedings or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both parties explicitly agree in writing subsequent to the initiation of the arbitration. Neither you, nor any other user of this platform, may act as a class representative, be a class member, or otherwise participate in a class, consolidated, or representative proceeding.

14. Force Majeure

ADOT shall not be liable for failure or delays in performing its obligations hereunder arising from any cause beyond its control, including but not limited to, acts of god, acts of civil or military authority, fires, strikes, lockouts or labor disputes, epidemics, governmental restrictions, wars, terrorism, riots, earthquakes, storm, typhoons, floods and breakdowns in electronic and computer information and communications systems and internet connection and any other occurrence of event which is beyond our reasonable control.

15. Disclaimers

The platform is provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by law, we exclude all implied conditions, warranties, representations as well as our liability for direct, indirect, or consequential loss that may result from the use of our platform or any content on it.

While we try to keep our platform safe and protected, we do not guarantee that our platform will be secure or free from bugs or viruses.

The platform is not intended to provide legal, tax, or financial advice. You agree that you shall do your own research, we cannot be held responsible for any kind of loss arising from the use of the platform. Accordingly, before making any final decisions or implementing any

financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

16. Others

- 16.1 ADOT offer you a referral program. For more details, please see on our platform.
- 16.2 In the event that ADOT temporarily ceases the Service, whether in whole or in part, due to maintenance, service issues, or other similar reasons, the following notifications will be provided to users:
 - In cases where advance notice is possible, ADOT will inform users prior to the temporary closure, detailing the affected service components, reasons for the temporary closure, and the expected duration of the service suspension.
 - In cases where advance notice is not feasible, ADOT will promptly notify users of the impending temporary closure, along with details regarding the affected service components, reasons for the temporary closure, and the expected duration of the service suspension.

Terms of Service for ADOT Platform Version 1.0