

Terms of Service

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1. Introduction

ADOT is an phygital and intellectual property platform, 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, features, or functionalities provided on or in connection with our services (“**Platform**”); including without limitation using our services to view, explore, create, purchase or sell the 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. Importantly, to use our Service, you must use a third-party wallet (i.e. MetaMask, Coinbase, WalletConnect, Rainbow Wallet, Privy etc.) which allows you to engage in transactions on blockchains.

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@vucadigital.co 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.

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.

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.

5. Intellectual Property Right

When you purchase an NFT, you own the NFT itself (that is, the token recorded on the blockchain). However, ownership of the NFT does not transfer to you any intellectual property rights in the underlying digital media associated with the NFT. All such intellectual property rights remain with the seller, creator, or their respective rights holders, unless expressly granted to you in writing. Unless otherwise expressly agreed in writing by the seller or creator, your rights in the underlying digital media are limited to a personal, non-commercial licence to access, view, and display the underlying media for your own personal use only.

6. NFTs Services

ADOT platform facilitates users in buying, selling, minting NFTs. Through ADOT platform.

7. Delivery of NFTs and Physical Items

7.1 Delivery of NFTs. The method and timing of delivery depend on the payment method used and the nature of the NFT purchased, as set out below.

7.2 Purchases made with digital assets. Where you purchase an NFT using digital assets, delivery is effected on-chain. Upon confirmation of the transaction on the applicable blockchain, the NFT

will be transferred directly to your connected wallet. You acknowledge that ADOT does not control the timing of blockchain confirmation and that delivery is complete once the transaction is recorded on-chain.

- 7.3 **Purchases made with fiat currency.** Where payment in fiat currency is supported through ADOT's third-party payment partner, the corresponding NFT will be transferred to your connected wallet within five (5) business days after ADOT's receipt of confirmed payment from the payment partner.
- 7.4 **NFTs linked to physical items.** Certain NFTs are sold together with an associated physical work or item (a "**Physical-Linked NFT**"). For any purchase of a Physical-Linked NFT:
- (a) the NFT will be delivered to your connected wallet in accordance with Clause 8.2 or Clause 8.3 above, as applicable to the payment method used; and
 - (b) the associated physical item will be shipped to you within ten (10) business days after the conclusion of the relevant exhibition.

You are responsible for providing accurate and complete delivery information for the physical item. ADOT shall not be liable for any delay in or failure of delivery arising from inaccurate, incomplete, or outdated information provided by you, or from any cause beyond ADOT's reasonable control (including the events set out in the Force Majeure clause).

- 7.5 **Risk and title.** Risk in a physical item passes to you upon dispatch. Nothing in this Clause transfers any intellectual property rights, which remain governed by the Intellectual Property Right clause of these Terms of Service.

8. No Returns, Refunds or Cancellation

- 8.1 **All sales are final.** You acknowledge and agree that all purchases, sales, mints, bids, and trades conducted on the Platform are final. Once a transaction is completed, it cannot be reversed, cancelled, returned, exchanged, or refunded, whether the transaction is made using digital assets or fiat currency, and whether it relates to an NFT, a Physical-Linked NFT, or any associated physical item.
- 8.2 **No cooling-off period.** To the maximum extent permitted by applicable law, you waive any right to a return, refund, exchange, or cooling-off period in respect of any transaction on the Platform.
- 8.3 **Irreversibility of blockchain transactions.** You understand and agree that transactions recorded on a blockchain are irreversible by their nature, and that ADOT has no ability to reverse, cancel, or refund such transactions.
- 8.4 **Exceptions.** Nothing in this Clause limits or excludes any right or remedy that cannot be limited or excluded under applicable mandatory law. Any refund granted by ADOT on a discretionary or goodwill basis shall not create any obligation on ADOT to provide a refund in any other case.

9. 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.

10. 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.

11. Feedback and Complaints

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

12. 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 Service may be terminated according to the provisions specified in these Terms themselves.

12.1 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 provisions of these Terms 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 Terms of Service for the second time.

12.2 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.

13. 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.

14. 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

- 14.1 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.
- 14.2 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 to and finally resolved by arbitration administered by the Thailand Arbitration Center (“THAC”) under the THAC Arbitration Rules (“THAC Rules”) in force at the time of submission of the dispute, which Rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Bangkok, Thailand. The governing law of this arbitration agreement shall be the laws of Thailand. The number of arbitrators shall be 3 (three). The language to be used in the arbitral proceedings shall be English.

Class Action Waiver

- 14.3 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.

15. 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.

16. 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.

Terms of Service for ADOT Platform