

TERMS AND CONDITIONS OF SERVICE

PLEASE READ THIS TERMS AND CONDITIONS OF SERVICE AGREEMENT (hereinafter "**Terms of Service**" or "**Terms**") **CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.** The following Terms and Conditions of Service will apply to users of the **MARKETLAND platform.** The Terms and Conditions of Service must be read carefully in order to determine the provisions applicable to each of the users. These Terms of Service accompany the provisions set forth in the Privacy Policy. By using any of the services available through the "marketland.io", "marketland.store", "marketland.tech" platform, regardless of the means or device through which our platform is accessed, the user accepts these Terms and Terms of Service. In addition, when you use certain features of the Services, you may be subject to additional Terms and Conditions applicable to those features.

By creating a wallet of crypto assets from our catalog, on the "Marketland" platform or by using any of the Services, you acknowledge that you have read, understood and fully accepted these Terms and Conditions of Service, as updated and modified at any time. If you do not agree to be bound by these Terms and Conditions of Service or any subsequent amendments, changes or updates, you may not use any of the Services, and if you use any of the Services, you will be subject to the Terms and Conditions of Service, as amended, updated or changed; Your sole remedy in the event that you are unwilling to be bound by these Terms and Conditions of Services is to stop using all Services.

Marketland may amend, change, or update these Terms and Conditions of Service at any time without notice. You should check the Platform frequently to confirm that your copy and understanding of these Terms and Conditions of Service are up to date and correct. Disuse or continued use or non-termination of any Service after the effective date of any amendment, change or update constitutes your acceptance of these Terms of Service, as modified by such amendment, change or update.

1. Definitions:

1.1 **Access the services:** Anyone with an Internet connection can access the Marketland website and Marketplace.

1.2 **AML:** It refers to the acronym "Anti Money Laundering", also known in other legislations as "Fight Against Money Laundering", "Fight Against Asset Laundering"; including all laws applicable to the Parties that prohibit Money

Laundering or Asset Laundering, that is, any act or attempted act to hide or disguise the identity or origin of; change the shape of; or move, transfer, or transport, illicit proceeds, property, funds, fiat, cryptocurrencies, or digital tokens, including, but not limited to, promoting any illegal activity such as fraud, tax evasion, embezzlement, financial crime, bribery, theft cyber or hacking, drug trafficking, proliferation of weapons of mass destruction, terrorism or economic sanctions violations.

1.3 **Brave:** An open-source web browser based on Chromium, created by the company Brave Software in the year 2016, founded by the co-founder of the Mozilla Project and creator of JavaScript, Brendan Eich. As of 2019, Brave has been released for Windows, macOS, Linux, Android, and iOS.

1.4 **Blockchain:** refers to the distributed database supported by cryptographic principles that allows digital transactions to be recorded and information to be shared through a peer-to-peer network in an immutable and transparent manner.

1.5 **Coinbase:** Coinbase Inc. is a cryptocurrency trading platform headquartered in San Francisco, California, offering fiat-to-cryptocurrency exchange services in around 32 countries, as well as storage and management of digital assets in 190 countries worldwide.

1.6 **NFT Collection:** refers to a series of NFTs that belong to the same collection, for example, by having similar attributes or by being sold by a Creator in a single delivery.

1.7 **Collector:** refers to any physical or legal person who acquires or transfers through any legally established form an NTF or collection of NFTs in the Primary Market and/or Secondary Market.

1.8 **Password:** alphabetic or numerical sequence or a combination of both, protected by confidentiality rules, used to verify the authenticity of the authorization issued to a user to access the data or information contained in a system.

1.9 **Creator:** refers to any physical or legal person who creates content, be it an entrepreneur, artist or businessman, who is the prima facie rightful owner of the Rights related to an NFT or a Collection of NFTs.

1.10 **Crypto Assets:** refers to any digital asset that operates on a blockchain, such as (i) a utility token or (ii) a digital asset for payment or (iii) NFT (Non-Fungible Token).

1.11 **Cryptocurrencies:** refers to a digital representation of value that functions as (a) a medium of exchange; (b) a unit of account; (c) a reserve of value, and/or (d) other similar digital representations of rights or assets, that are not issued or guaranteed by any country or jurisdiction and are not legal tender in any country or jurisdiction, except for jurisdictions that they have adopted it as legal tender; usually including blockchain, assets or rights based on sovereign cryptocurrencies or virtual currencies such as Bitcoin, Dash, among others.

1.12 **DApp (Decentralized Application):** It is a type of application, whose operation does not depend on control points or central servers **but works on the basis of a decentralized network**. A network in which its users have full control of its operation. Dapps allow people to access different services safely. These applications can be used on personal computers, smartphones or even be accessible via the web.

1.13 **DAO:** A Decentralized Autonomous Organization or DAO, also called a Decentralized Autonomous Enterprise or DAC, is an organization that is run through rules encoded in computer programs called smart contracts.

1.14 **Discord:** is a free communication app that allows you to use voice, video and text chat with your friends, game communities and developers. It has hundreds of millions of users, making it one of the most popular ways to connect with people online.

1.15 **Discord Collabs:** Collaboration Discord Servers.

1.16 **Ethereum:** Ethereum is an open-source platform, which is used to run smart contracts. It is programmable, which means that developers can use it in the creation of decentralized applications.

1.17 **Farming:** refers to the activity of lending cryptocurrency through a smart contract on a network in exchange for interest. In this way, the user contributes liquidity and receives commissions as a reward.

1.18 **Fomo:** Fear of missing out, you can say that FOMO, refers to the feeling of anxiety, or the idea that other people are sharing a positive and unique experience, while you. you're missing it.

1.19 **Government:** means any branch of national, federal, state, municipal, local, or foreign government, including any department, agency, subdivision, bureau, commission, court, tribunal, arbitral body, or other government, appointed by the government or quasi-authority or component governmental entity exercising executive, legislative, legal, regulatory, or administrative powers, authority, or functions of or belonging to a governmental entity, including any parasternal enterprise, or state-owned (majority or largest) or controlled commercial enterprise.

1.20 **Golden Ticket:** a functional utility NFT, with an image of a golden ticket with which to access unique utilities and benefits on the marketland.io platform, being part of the collection of fifteen thousand (15,000) NFTs of the Marketland Golden Tickets collection.

1.21 **Hype:** it's the time when a certain product, service or asset. It is quoted, demanded or traded disproportionately, due to FOMO, without attributing this to any objective or beneficial quality of that product, service, or asset, that is, it is the massive appreciation of something due to the herd effect, without being based on no objective or beneficial qualities.

1.22 **Personal Information:** refers to information about you that is provided through registration, authentication and communication with Marketland via telephone, email or other means, has the meaning set forth in the Privacy Policy.

1.23 **Invest:** refers to any act of depositing cryptocurrencies or digital tokens on the Platform or exchanging cryptocurrencies or digital tokens through Peer to Peer (P2P) or other Services.

1.24 **Klaytn:** (KLAY) is a blockchain project that seeks to create a highly scalable ecosystem linked to a virtual machine derived from Ethereum Virtual Machine (EVM).

1.25 **LaunchPad:** It is a platform for collaborative software development, in particular free software through a website as a free service.

1.26 **Laws:** means all laws, statutes, ordinances, regulations, rules, treaties, and/or official obligations or requirements enacted, issued, ratified, enforced, or administered by any government that apply to you or the Platform.

1.27 **Liquidity Pool:** refers to a smart contract, in which users provide tokens and the tokens are locked, to ensure liquidity for those tokens on a decentralized exchange platform.

1.28 **MasterNodes (MN):** refers to a type of full node, they can be considered as an investment to obtain a source of passive, constant and quick start-up income.

1.29 **Primary Market:** it's the Price established by the creator.

1.30 **Secondary Market:** it's the price established in the exchange of NFTs between collectors.

1.31 **Metamask:** MetaMask is Cryptocurrency software that is installed as a web browser extension. This is used to interact with the Ethereum blockchain platform.

1.32 **Metaverse:** A metaverse is a 3D virtual world connected to the Internet, where users enter through their digital avatars in real time to: work, shop, socialize, learn and be entertained. This immersive digital space tends to resemble the physical world in which we live.

1.33 **Minteo:** significa "acuñar", crear un símbolo o certificado a un activo digital y subirlo a un blockchain.

1.34 **MyEtherwallet:** (MEW) is a **free and open-source platform, compatible with ETH and its tokens**, that allows you to interact directly with the Ethereum block chain, create wallets, send and receive ETH and its tokens, or interact with smart contracts, among other options.

1.35 **NFT (Non-Fungible Token):** is a digital certificate of ownership or rights to a unique asset, the ownership of which is recorded on a blockchain. It is a special type of cryptographic token that represents something unique. Non-fungible tokens are therefore not identically exchangeable.

1.36 **Person:** means the individual, association, partnership, corporation, other corporate entity, trust, estate and any form of organization, group or entity recognizable as legal personalities.

1.37 **Pitch Deck:** is a short presentation giving an overview of a business to investors. In this type of exhibition, the product is usually shown, the business model is shared, the monetization strategy is analyzed and the team is presented, among other things.

1.38 **Polygon:** The MATIC network is a protocol that allows to increase the scalability of the Ethereum blockchain and add new use cases. Polygon works through a sidechain (sidechain) that connects to Ethereum allowing further processing.

1.39 **Staking Pool:** it is when a group of coin holders merge their resources. This consolidation can allow them to increase their chances of validating blocks and receiving rewards in return. Essentially, they pool their sources and share the rewards proportionally to their contribution to the pool.

1.40 **Proof of Stake (PoS):** It refers to a protocol to create consensus between all the parties that make up the blockchain network. This system seeks to encourage participants to have a certain amount of coins at all times. Possession of coins allows them to be chosen by the random selection process that is carried out to designate tasks. Under this scheme, those who have more reserves have greater weight in the network and greater opportunities to be chosen.

1.41 **Rewards:** refers to the new cryptocurrencies or new digital tokens produced by ways of making digital assets profitable through Staking (PoS), MasterNodes (MN), Liquidity Pool, Staking Pool, (POS) and Yield Farming; and allied companies.

1.42 **Profitability:** refers to the return on investment of cryptocurrencies or digital tokens that measures the amount of return on a particular investment, relative to the amount of your investment.

1.43 **Smart Contract:** refers to a computer program that operates with distributed ledger-based technologies and whose execution automatically joins two or more parties based on predefined effects. Smart contracts satisfy the

requirement of the written form subject to the computer identification of the interested parties.

1.44 **Solana:** Solana is a general access blockchain platform with smart contract functionality. The platform has its own SOL cryptocurrency. Solana is based on the PoS consensus algorithm.

1.45 **Staking:** refers to the process of producing new cryptocurrencies or digital tokens by confirming transactions and transaction blocks.

1.46 **Terms and Conditions of Service:** refers to these Terms and Conditions of Service, as they may be modified, amended or updated at any time and without prior notice, including the following policies and pages of the Platform: the Privacy Policy; Cookie Use Policy; Copyright Policy; Refund Policy; Copyright Policy; Disclaimer Policies and Legal Notice.

1.47 **Torus:** is a crypto wallet that enables one-click login for 30 Web applications such as decentralized cryptocurrency exchanges and NFT platforms. It is the main gateway for users to access decentralized ecosystems through their personal accounts and social networks such as Google, Facebook, Discord, among others.

1.48 **Tokenomics: (token economy),** It is an interesting and new concept that is closely linked to the tokenization of things and blockchain technology, and with which it is intended to radically change the economic system throughout the world. One of the revolutionary concepts introduced by tokens is that of tokenomics or token economics. This concept is based on convincing users or investors of a project that the token derived from it can help build a sustainable economic ecosystem.

1.49 **TxID or transaction hash:** refers to a unique string of characters that is given to each transaction that is verified and added to the blockchain. In other words, a TxID is an identification number that labels each transaction on the blockchain. With the TxID, you can check your deposit and withdrawal history.

1.50 **User:** refers to any physical or legal person in their capacity as Collector or Creator.

1.51 **Crypto Wallet:** means a software application (or other mechanism) that provides a cryptocurrency or digital token address for holding, storing and transferring Cryptocurrency or Digital Tokens, including a user's Digital Token Address, in addition to the balance of the cryptocurrencies and cryptographic keys.

1.52 **WalletConnect:** is a handy open-source tool that allows a mobile wallet to easily connect to and interact with decentralized web applications from your phone. It is a more secure way to use Dapps than desktop or browser-based wallets such as Metamask.

1.53 **Whitelist:** refers to a list of permitted and identified persons, institutions, computer programs or even cryptocurrency addresses. In general, whitelists are related to a particular service, event or information. As such, whitelists can have different meanings depending on the context in which they are used.

1.54 **Whitepaper:** It is the manifesto written by the person or persons who create a crypto asset in which everything related to it is detailed: technology used, summary of the concept, financial applications and legal foundations.

1.55 **Collectibles:** Real or virtual objects that accumulate in possession with the aim of categorizing them and completing as many as possible or until the collection is finished.

1.56 **Digital Assets:** Also called a digital resource, it is any resource that exists in a digitized form and that someone can own, or that represents content that someone can own, and therefore, has an associated right for its use. Being treated as property, it can be sold, bought or licensed. For example, a legitimately obtained music file is a digital asset. However, an illegally obtained copy is not. This is because the person who has obtained the illegal copy may have the technical ability to use it, but they do not have the legal right to use it. In the blockchain there is no duplication, forgery or fraud possible (technically) so digital assets are even more unique and valuable.

1.57 **IPFS System:** The InterPlanetary File System project or Interplanetary File System (IPFS) is a curious project with a clear objective: to create a global computer network that allows the storage of information in a completely

decentralized manner, with high scalability, and of course, with great resistance to censorship of any kind.

1.58 **IPFS Node:** An IPFS node is a program that can fetch, publish, or replicate merkle dag objects.

1.59 **Merkledag (merkle hash tree):** A Merkle hash tree is a tree data structure in which each non-leaf node is labeled with the hash of its child nodes. It allows large numbers of separate data points to be tied to a single hash value, the hash of the root node of the tree. Currently, the main use of Merkle trees is to secure data blocks received from other peers in peer-to-peer networks, to ensure that they are received without damage and without being altered. They also allow the data of a block to be delivered in parts.

2. Purpose

The purpose of this Terms and Conditions of Service contract is to regulate the access and use of the platform, understanding by this any type of content, product or service that is available to the general public within the domain: "marketland.io", "marketland.store", "marketland.tech".

Marketland may from time to time revise these Terms and Conditions of Service by updating this posting. You are bound by any such revisions and should therefore visit this page from time to time to review the most current Terms and Conditions of Service. Similarly, Marketland reserves the right to remove any content from this website without prior notice and for any reason, as well as the right to deny any user or multiple users' access to this entire site or any part of it.

Access to part of the contents and services of the Marketland platform may be done by connecting to a portfolio of those available on the platform.

3. Conditions for the use of the Platform

By complying with all the Terms and Conditions established in the platform Marketland grants you the limited right to use the Platform and the Services, These Terms and Conditions of service do not grant the user any right, title or property of, in or on the Platform, the Services or Marketland Marks.

Depending on the geographical area where you are located, it is possible that you will not be able to use the Services. It is your responsibility to follow those rules and laws in your geographic area and/or the place from which you access the Services.

3.1. For collectors:

- In order to use the Marketland Marketplace and Website Services, Collectors must have: (i) a Blockchain Address set forth herein (ii) a Wallet associated with such Blockchain Address set forth herein and (iii) funds in Crypto Assets associated with said Blockchain Address.
- Collectors have access to primary sales of NFT Collections directly from Creators.

3.2. For creators:

- In order to have the status of Creator and fully benefit from the Services and offer NFTs or a collection of NFTs on the Marketland platform, any natural or legal person: can lease the services available to creators.
- The Creators acknowledge and agree that the use of the Marketland. and access to the Services are subject to the Creator having a legal status that allows the regular provision of services in accordance with local laws, where it operates.
- Creators have access to technological tools, among others: the Social Dashboard to launch NFT collection campaigns on social networks and the White Label Marketplace to offer NFTs on the Marketland platform and receive profits from the sale of their own collections or NFTs.

4. Services offered by the MARKETLAND platform

The purpose of Marketland is to provide a service to all legal and real projects that aim to address a problem through a solution or create some utility for the NFT market. In addition, we also want to involve the Community so that it receives benefits and votes (with less weight) on these projects, previously shortlisted.

The projects supported, promoted or subsidized by Marketland will have as a main requirement to be profitable and sustainable, in this case through an investment portfolio that ensures the profitable and sustainable development of the project, and which is public for any person in the community who wishes to consult it (white paper).

Marketland was born to give a better and faster utility to NFTs. It will start working with the two (02) main networks Ethereum and Polygon, to which Solana and Binance Smart Chain will be added as new networks as the development and performance of the Marketplace progresses. From that moment on, the following networks will be added through community consultation processes.

The services to be provided by the Marketland platform are the following:

- Trade NFTs with a commission of 1.5%.
- Rent your own white label Marketplace (marketland.store).
- Connection with the main decentralized wallets: Metamask, Walletconnect, Coinbase Wallet, Torus, Gnosis, Ledger, Trezor, Binance Smart Wallet.
- NFT Social Dashboard: manage the social tasks of your NFT collection from Marketland by connecting all social networks to the platform.
- In block upload of collections to Marketland.
- Implementation of the ERC721A contract for cost savings in the block upload.
- Connection with the main payment gateways: Transak and OnRamp.
- Collection Release Calendar.
- Customizable minting page for collections.

4.1 General Functionalities Marketplace.

- **Showcase:** This feature provides marketplace visitors with all the information they need about the item: title, price, description, preview, owner, purchase method, rating, etc. Some NFT marketplaces also provide information about the blockchain and token protocol so that users can verify the authenticity of the purchased NFT.
- **Search engine:** This allows users to easily find the article they are interested in. Search by categories, such as art, photography, video, domains, memes, music... to make it easier for users to navigate through the store listing. Filters also make browsing easier, especially if there are many similar articles on the platform.

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- **Decentralized Registration/Login:** In order to be able to buy or sell NFTs on the platform, the user must connect with a decentralized wallet, which acts as their account and the registration process is the signing of the smart contract that authorizes the connection of the platform to the user's wallet. The possibility of doing the registration process through email, telephone number or social network accounts through Torus is also added.
 - **Wallet for NFTs:** Users can send, receive and store non-exchangeable tokens and cryptocurrencies in these wallets as long as the tokens and currencies are under their control and ownership. The way to do it is through decentralized integration through smart contracts with the main and best wallets such as: Metamask, WalletConnect, Coinbase Wallet, Torus Wallet, Dcent, Gnosis Safe, Ledger, Trezor, Binance Smart Wallet.
 - **Trading History:** Bidding history includes the following data: event, item name, price, buyer, seller, and date.
 - **Reviews and Ratings:** It shows how visitors like the lot or the seller/buyer. This information helps users rate counterparties and specific lots. Rating is usually implemented as a numerical rating of an article or as likes. Feedback can be implemented as comments, which can be posted by all registered users, or as feedback, which counterparties leave about each other after a transaction has been completed.
 - **Notifications:** Push notification system to inform users about new offers in the selected category or from the selected merchant, changes in the status of a selected item, a new message, the sale of your own lot or an update of the NFT trading platform.

- **Support:** An important element of any market. With the help of the support service, users will find answers to their questions, solve problems and conflicts. The helpdesk is implemented through email support, an independent information portal and a chat integrated into the platform.

4.2 Atypical Functionalities of Marketland.

- White label Marketplace rental (marketland.store).
- Connection with crypto-fiat payment gateways with the option of wallet top-up or direct purchase of NFT with card or bank account.
- Block upload of Collections.
- Implementation of the ERC721A contract for cost savings in block upload.
- Social panel integrated in the Marketplace to facilitate the launch of NFT collections through social networks.
- Availability of customizable minting page for the launch of NFT collections.
- Calendar of upcoming projects.

4.3 White Label Marketplace (marketland.store)

This feature of Marketland is one of the most exclusive since it will allow users to rent their own private Marketplace that will remain within Marketland, but leaving many customizable features to suit the user, such as:

- Custom Name
- Custom Domain URL
- Colors and Design customization
- Adjust commissions.
- Choose what collections are listed.

4.4 Payment Method

4.4.1 Cost of renting a private Marketplace (Marketplace.store) from Marketland:

The costs to lease/own your own private white label Marketplace on the Marketland platform are as follows:

- Pay rent for the available plans:

Period	Tether (USDT)
Trial Version	Free*
1 month	750
3 months	2.000
6 months	3.500
12 months	6.000

*The free membership is subject to a 2-month inactivity in the Marketplace business and when contracting a white-label marketplace payment method, what was done in the trial version will not be migrated

4.4.2 Commissions applied on the platform

The general commission applied on the Marketland platform for trading NFTs is one point five percent (1.5%) of the amount of the traded item.

The commission applied in Marketland's white-label Marketplaces (marketland.store), will be established by the owner of each Marketplace, with the commission floor being one point seventy-five percent (1.75%), of which the ten percent (10%) of the established commission is for Marketland, for example if the user establishes a commission of five percent (5%) for the trade of the NFTs of his Marketplace, Marketland keeps a proportional ten percent (10%) from that five percent (5%) of commission established by the user, that is, zero point five percent (0.5%) of the total transaction that is equivalent to 10% (Marketplace commission for White Label Marketplace) of 5% (commission established by the owner of the White Label Marketplace for trading on their platform).

- **General Comission (marketland.io):** 1,5% of the value of the NFT
- **Commission base for white label Marketplace owners (marketland.store):** 10% of the commission established by the owner of the White Label Marketplace for trading on their platform.

Other expenses derived from trading on the platform may be the costs of the smart contracts that are executed through different actions on the Marketland

platform, as well as the commissions of the integrated payment gateways, which are indicated during the process and in the Terms of Use of these payment providers.

5. Risks

Investing activity within the digital asset ecosystem (cryptocurrencies, NFTs, and other digital tokens) carries certain risks. These risks include Market Risks; Liquidity and price risks; Legal risks; Counterparty risks; Uninsured Loss Risks; and Risks of hacking and computer security; these are explained as follows:

5.1. Market Risks: The crypto market is still volatile. No user should have funds invested in cryptocurrencies or digital tokens that they are not willing to lose completely. Because of market fluctuations, it is unknown whether one or more digital assets will increase or decrease in value or lose all or substantially all of their value. Users must be aware of the care and use of the possession of crypto assets.

5.2. Liquidity and price risks: The markets for NFT cryptocurrencies, or digital tokens, have varying degrees of liquidity, some are quite liquid, while others may be less liquid, and these types of thin markets can amplify volatility. There will never be a guarantee that a market for selling, buying or exchanging cryptocurrencies or digital tokens or derivative or ancillary products will remain active. Also, any token market can come and go unexpectedly.

5.3. Legal Risks: The legal situation of certain cryptocurrencies or digital tokens can be uncertain, that is, the maintenance or commercialization of these is not always completely clear. It may also seem unclear whether one or more cryptocurrencies or digital tokens constitute property, assets or rights of any kind. Users thereof are responsible for knowing and understanding how cryptocurrencies or digital tokens will be addressed, regulated and taxed under applicable law.

5.4 Counterparty risks: Having cryptocurrencies or digital tokens in escrow or with third parties in a custody relationship carries risks. These risks include security breaches, contractual breach risks, and loss risks. Users must be careful not to allow third parties to tamper with, use or retain their property for any reason.

5.5 Uninsured loss risk: The crypto assets found on the Marketland platform are not insured by any insurance company, unless you obtain private insurance specifically to insure them. Therefore, in case of loss or loss of value of the crypto

assets, there is no insurer contracted by Marketland to offer them such a resource.

5.6 Cybersecurity Risk: Cybercriminals or computer criminals or other malicious groups or organizations may attempt to interfere with the Marketland Platform Services in a variety of ways, including but not limited to malware attacks, denial-of-service attacks, consensus-based attacks, Sybil attacks, Smurfing and Spoofing, or other Ransomware that could negatively affect the Services.

6. Use of the Services

To use the Services provided by the Marketland Platform, you must (i) Be of legal age according to the jurisdiction of the place where you establish your domicile; (ii) Have not previously been suspended or removed from the Services; and (iii) Register and use the Services in accordance with each and every one of the Terms and Conditions of this Platform, applicable laws and regulations.

The use of the Marketland Platform by wallets that house or have housed illicit funds, that are directly or indirectly related to any fraud, scam or criminal or illegal activity, or that are on a blacklist for inappropriate or improper use is expressly prohibited.

The access, browsing or downloading of any part of the Marketland platform or its content, or the publication or upload of materials on the Marketland platform, or any use of the same and its contents, confer the condition of user of the platform, therefore that he himself by accessing it agrees to comply with these Terms and Conditions of Service, without any modification, as well as all applicable laws.

The user is solely responsible for obtaining the corresponding hardware and software equipment, as well as for paying all telephony (or other network) expenses necessary to access and use the platform and services.

7. Prohibited uses

7.1. Use this platform or any Marketland Service to disguise the origin or nature of illicit funds, or promote any breach of Applicable Laws, or to transact or deal in any cryptocurrency or digital token, resulting from illicit activities.

7.2. Use this platform or any of the Marketland Services, pass, evade, avoid or circumvent any Applicable Law, including but not limited to AML (Anti-Money

Laundering) Laws, Terrorist Financing Laws, Weapons Financing Laws of Mass Destruction; Anti-Corruption Laws and Economic Sanctions Laws.

7.3. Use the Platform or any Service to engage in conduct that is harmful to Marketland or any other user of the Platform or any third party.

7.4. Provide false, misleading or inaccurate data or information or materially omit any information requested by Marketland, including during the course of administering any Service.

7.5. Cause or attempt to harm Marketland or any third party through your access to the Platform or any Service.

7.6. Access the Platform or use any Service using any virtual private network, proxy service, or any other service or network with the intent to disguise your IP address or location.

7.7. Violate, conspire or attempt to violate these Terms and Conditions of Service or applicable laws.

7.8. You may link to the Platform home page or other pages, provided you do so in a way that is fair and legal and does not damage Marketland's reputation or take advantage of it, but you must not establish a link in such a way that suggests any form of association, approval or endorsement by Marketland, without prior express written consent.

7.9. The Services provided by Marketland may not be used in any jurisdiction for illegal, obscene, offensive or fraudulent content or activity, such as defending or causing damage, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited messages, abusive, or misleading messages, viruses or harmful code, or that violate the rights of third parties.

7.10. The Platform may provide certain social media features that allow you to link, send communications, or display certain content from the Platform. You may use these features only as provided by Marketland. You may not establish a link from any website that is not owned by you, cause the Platform or any part thereof to be displayed on or through any other site (for example, frames, deep links, or inline links), or otherwise manner take any action in relation to the materials on the Platform that is inconsistent with any other provision of these Terms.

7.11. No person who has open legal causes regarding their funds may use the Marketland platform. It will be the complete responsibility of the user to keep this restriction in mind and accept responsibility for the consequences that it implies.

Any use described in this paragraph will constitute a "Prohibited Use". If Marketland determines that you have engaged in any Prohibited Use, Marketland may address such "Prohibited Use" with an appropriate sanction, in its sole and absolute discretion. Such penalty may include, but is not limited to, filing a report with any government, law enforcement or other authorities, without notifying you of such report; confiscation of funds, profits, or cryptocurrencies or digital tokens in any wallet or wallets or digital tokens that you have on the Platform; and suspend or terminate your access to any Services or funds, earnings, returns, or cryptocurrencies or digital tokens from any cryptocurrency or digital token wallet. Marketland may, in its sole and absolute discretion, seize and turn over your property to any government, law enforcement or other appropriate authorities when circumstances require it.

8. Due Diligence

In reference to the "Anti Money Laundering", also known in other legislations as "Fight Against Money Laundering", "Fight Against Asset Laundering"; including all laws applicable to the Parties that prohibit Money Laundering or Asset Laundering, Financing of Terrorism, and Financing of Proliferation of Weapons of Mass Destruction, Marketland is committed to providing safe services that comply with standards and are reliable to identify, detect, prevent and report money laundering, terrorist financing and other improper activities under applicable AML laws. -Terrorist Financing Laws, Anti-Corruption Laws and Economic Sanctions Laws. Accordingly, Marketland insists on the implementation of a comprehensive user due diligence process and continuous analysis and reporting. Account, and you must promptly provide all information requested and necessary to satisfy Due Diligence requirements and obligations under applicable laws and Marketland's compliance policies or procedures. In addition, Marketland may evaluate whether it will make, or intend to make, a deposit, withdrawal, or transfer of cryptocurrencies or digital tokens, to or from other wallets to facilitate the provision of the Services and, if applicable, must provide all the information requested and necessary to satisfy the requirements and obligations of Due Diligence in accordance with applicable laws and compliance with Marketland policies or procedures. You agree to promptly provide any documentation, information or records requested by Marketland at any time. Marketland needs to keep certain information, documentation and records filed in accordance with applicable laws and its contractual relationships, and Marketland expressly reserves by these Terms and Conditions of Service, the right to keep such information, documentation and records. These commitments will apply even when you suspend or terminate your relationship with Marketland or

abandon your application to have a cryptocurrency or digital token wallet with Marketland. Our policies apply to any and all cryptocurrencies or digital tokens, and other funds that are exchanged on or through this platform or by any of its users.

Marketland reserves the right to refuse/prohibit transactions to or from, or suspend or terminate the administration of Services, cryptocurrency wallets or digital tokens for or with any user for any reason (or no reason) at any time, including, subject to the limitations imposed by applicable laws. Instead of refusing the ongoing management of your cryptocurrency or digital token wallet, Marketland may perform enhanced Due Diligence procedures, whereby, at all times, you may be subject to enhanced Due Diligence procedures in your use of the Platform. and any Service. If you refuse to provide the requested Due Diligence information or if you fail to respond in a timely or substantive manner with the requested documentation or data.

Your representations and warranties

You represent and warrant to Marketland that:

- 8.1. That, if you are an individual user or natural person, you are eighteen (18) years of age or older and have the capacity to contract according to applicable laws;
- 8.2. That, at the time of submitting the registration to accept the Terms and Conditions of Service, you are fully legally capable and are not under the influence of alcohol, drugs, psychoactive substances, narcotic or psychotropic, toxic or other intoxicating substances.
- 8.3. That, you agree that you are solely responsible for taking the necessary security precautions to protect your own access to the Marketland platform and personal information.
- 8.4. That, if the Platform is being used on behalf of a legal entity or legal person, (i) said legal entity or legal person is duly organized and validly exists under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity or legal person to act on its behalf.
- 8.5. That, you understand the risks associated with the use of the Platform, that you are not prohibited or restricted from using the Platform.
- 8.6. That, you have not previously been suspended or removed from the use of our Services.

8.7. That, you will not use the Platform, nor any Service to hide or disguise the origin or nature of the proceeds of crime or the financing of terrorism, or financing for the proliferation of weapons of mass destruction, to promote any breach of the AML Laws or of Applicable Terrorist Financing, or to deal in any illegal cryptocurrencies or digital tokens, funds or returns.

8.8. That you will not exchange on the platform or use any Service with anything other than funds or cryptocurrencies or digital tokens that you have legally obtained and that belong to you.

8.9. That, you give your consent to each and every one of the tax reports and information under the AML Laws (Anti Money Laundering), Anti-Terrorist Financing Laws, Anti-Corruption Laws, Economic Sanctions Laws or Tax Laws, among others, that as Marketland may reasonably determine.

8.10. That you will not falsify any cryptocurrency or digital token wallet registration or management details provided to Marketland.

8.11. That you will not materially falsify or omit any information or provide misleading or inaccurate information requested by Marketland in the course of, directly or indirectly, related to, or arising out of your activities on the platform or use of any Service, including during administration, or other Due Diligence processes, and that if any information provided to Marketland becomes incorrect, it will promptly provide the corrected information.

8.12. That you will accurately and promptly inform Marketland, if you know or have reason to know if any of the foregoing representations or warranties are no longer correct or become incorrect or obsolete.

8.13. You may not resell, commercially use, or distribute Platform Content.

8.14. You may not under any circumstances use data mining, robots or similar data gathering and extraction tools.

8.15. You may not make any use of the Platform Content on any other website, server or networked computer environment.

8.16. Any use of the Platform Content that suggests an association with any Marketland product, support or service is prohibited, except with the express written agreement of the parties involved.

9. Dispute Resolution

9.1. Dispute Notice

Upon any notice of dispute, please contact Marketland first, if you wish to address your concerns without resorting to formal legal proceedings. Before filing a claim, you agree to attempt to resolve the dispute informally by first contacting Marketland via email info@marketland.io.

9.2. Arbitration Agreement

You and Marketland agree to resolve any claim related to these Terms and Conditions of Service (including any question regarding its existence, validity, termination or any services or products provided and any representations made by us) through final and binding arbitration. . You agree to first give us the opportunity to resolve any claim within sixty (60) days from the time of notification of the dispute by contacting us.

If the disputes, controversies or claims are not resolved through conciliation, they will finally be referred to the Singapore International Arbitration Center and will be resolved through arbitration in this arbitration center with its Rules that are in force.

10. Other provisions

10.1. Independent Parties

Marketland is an independent contractor and not an agent of Marketland in enforcing these Terms and Conditions of Service. These Terms and Conditions of Service should not be construed as evidence of a joint venture, partnership, or franchise between the parties. You are just a user of the Marketland platform.

10.2. Fortuitous event and major force

Marketland will not be responsible for any delay or failure to perform as required by these Terms and Conditions of Service due to any cause or condition beyond our reasonable control.

10.3. Invalidity or Inapplicability

If any part of these Terms and Conditions of Service is held invalid or unenforceable, such invalidity or applicability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable part, once analyzed, and thus accepted, it will enter into force as soon as possible and to the greatest extent possible.

10.4. Assignment

You may not sell, assign or transfer any right to use the Services or any of your rights or obligations under these Terms and Conditions of Service, without our prior written consent, including by operation of law or in connection with any changes of control. Marketland may assign or transfer any or all of its rights or obligations under these Terms and Conditions of Service, in whole or in part, without notice or obtaining your consent or approval.

10.5. Exemption

The failure of either party to enforce any provision shall not affect that party's right to enforce at any time thereafter, or a waiver of any breach of these Terms and Conditions of Service, or any provision of these Terms and Conditions. Terms, shall constitute a waiver of any breach or subsequent breach or a waiver of the provision itself.

10.5.1. Third-Party Private Marketplaces (Marketplace.store) Disclaimer

Any link to third-party Private Marketplaces (Marketplace.store) from the Services does not imply endorsement by Marketland of any product, service or information presented therein, nor does Marketland guarantee the accuracy of the information contained therein. In addition, since Marketland has no control over the Terms and Conditions of Service or the Privacy Policies of the Private Marketplaces (Marketplace.store) of third parties, which you must read and understand carefully.

10.5.2. No liability for NFT or collectibles

No guarantee of uniqueness or IP. Marketland has no responsibility for the Collectibles that Users exchange through the Service. Marketland does not investigate and cannot guarantee the authenticity, originality, uniqueness, merchantability, legality or value of any Collectible that Users exchange on the Service. The Collectible ID of an NFT and Embedded Content specifies the properties of the NFT and Embedded Content, including the name and description of the NFT and Embedded Content (the "**Collectible Descriptors**"), a URL that identifies any image files associated with the Collectible (the "**Collectible Image**") and potentially other "metadata" associated with the Collectible (the Collectible Descriptors, the Collectible Image and other metadata, collectively, the "**Collectible Metadata**"). Collectible metadata for collectibles that is created through the Marketland Apps may be stored in the Interplanetary File System ("**IPFS**") via a third-party distributed cloud service (e.g., Pinata) or storage chain from third parties (e.g: Filecoin). Collectible metadata for collectibles that are created outside of Marketland applications may be stored in other ways,

depending on how such collectibles were created. There can be no warranty or guarantee as to the uniqueness, originality, or quality of any Collectible or Collectible Metadata. In the absence of an express legal agreement between the creator of the Collectibles and the purchasers of the Collectibles, there can be no guarantee or assurance that the purchase or possession of the Collectibles confers any license to or ownership of the Collectible Metadata or other associated intellectual property. with collectibles. or any other rights or entitlements, notwithstanding that you may rightfully own or possess the Collectible. Marketland may, from time to time, remove certain Collectibles from the Service or restrict the creation of Collectibles on the Service in its sole and absolute discretion, including in connection with any belief by Marketland that such Collectibles violate these Terms. Marketland makes no commitment and shall not be liable for any failure to support, display or offer or continue to support, display or offer any Collectible for trade through the Service.

10.5.2. No professional advice or liability

All information provided by or on behalf of Marketland is for informational purposes only and should not be construed as professional, accounting or legal advice. You must not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of Marketland. Before making any financial, legal or other decision involving the Service, you should seek independent professional advice from persons who are licensed and qualified in the area for which such advice would be appropriate. You should always use caution when providing personal information to other Users or third-party linked websites through the Service. Marketland does not control or endorse User Content, any third-party content, messages or information found on the Service and Marketland shall not be responsible for the use or misuse of User Content by any User. Marketland specifically disclaims any liability with respect to the Service and any actions resulting from your use of the Service.

10.5.3. Disclaimers Related to Blockchain Technology

To the maximum extent permitted by applicable law, and notwithstanding anything else expressly provided herein, Marketland disclaims all liability related to the following:

(a) Use of Blockchain technology. Marketland uses experimental blockchain and cryptographic technologies, including tokens, cryptocurrencies, stablecoins, "smart contracts", consensus algorithms, voting systems, and distributed, decentralized, or peer-to-peer networks or systems to provide the Service. You acknowledge and agree that such technologies are novel, experimental, and

speculative, and therefore significant uncertainty exists regarding the operation, effects, and risks of such technologies and the application of existing law thereto. To the maximum extent permitted by applicable law, Marketland disclaims any and all liability in connection with the foregoing.

(b) Certain Risks of Blockchain Technology. The technology used to provide the Service relies on public peer-to-peer networks, such as Marketland Compatible Blockchains, which are not under the control or influence of Marketland and are subject to many risks and uncertainties. Marketland may have limited or no ability to change these technologies, other than dropping support for certain "smart contracts" and adding support for new "smart contracts". You are solely responsible for the custody of the private key associated with the Marketland Compatible Blockchain address used to participate in the Service. Marketland will not be able to restore or issue any refund due to loss of private data or keys. If you are unable to use the Service due to loss or theft of a private key or otherwise, Marketland makes no warranty and is not responsible for your ability to exercise your rights with respect to such Collectible or any other applicable digital assets.

(c) Certain Risks of Smart Contract Technology. NFTs and the content embedded in them and other digital assets relevant to the Service rely on smart contracts implemented on Blockchains supported by Marketland, and some may be encoded or implemented by persons other than Marketland. Once implemented on the Marketland supported blockchain(s), the code of the smart contracts cannot be modified. In the event that the applicable smart contracts are adversely affected by any bugs, errors, defects, malfunctions, hacking, theft, attacks, negligent coding or design choices, or changes in the protocol rules of any Marketland Supported Blockchain, may be exposed to a risk of total loss and forfeiture of all collectibles and other relevant digital assets.

(d) Asset Prices. Fiat-denominated prices and value in public markets for assets such as ETH, collectibles, and other digital assets have historically been subject to dramatic fluctuations and are highly volatile. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of the demand for these assets is generated by speculators and investors looking to profit from short- or long-term holdings of blockchain assets. The market value of any ETH, collectibles and other digital assets may fall below the price for which you purchase such asset through the Service or on any other platform. You acknowledge and agree that the costs and speeds of transactions with cryptographic and blockchain-

based systems are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any ETH or other cryptocurrency, collectibles or other digital assets associated with the Service.

(e) *Regulatory uncertainty.* Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and the Service, Collectibles and other digital assets could be adversely affected by one or more inquiries, actions, lawsuits, investigations, claims, fines or legal or regulatory lawsuits, which could prevent or limit your ability to continue to use and enjoy such assets and technologies.

(f) *Cryptopragic risks.* Cryptography is a field in progress. Advances in code breaking or technical advances, such as the development of quantum computers, may present risks to Marketland-supported blockchains, the Service, collectibles, and other digital assets, including theft, loss, or inaccessibility. thereof.

(g) *Handling of forks.* Certain elements of the Service, Marketland Compatible Blockchains, NFTs, collectibles and other digital assets may be subject to "forking". Forks occur when some or all of the people running the software clients for a particular blockchain system adopt a new client or a new version of an existing client that: (i) changes the protocol rules in a compatible way or backward-incompatible that affects what transactions can be added in subsequent blocks, how subsequent blocks are added to the blockchain, or other matters related to the future operation of the protocol; or (ii) rearranges or changes previous blocks to alter the history of the blockchain. Some forks are "contentious" and thus may result in two or more alternative persistent versions of the protocol or blockchain, any one of which may be viewed or claimed to be the legitimate or genuine continuation of the original. Marketland may not be able to anticipate, control, or influence the occurrence or result of forks, and assumes no risk, responsibility, or liability in connection therewith. Without limiting the generality of the foregoing, Marketland assumes no responsibility to notify you of pending, threatened, or completed forks. Marketland will determine its response(s) to such forks in its sole and absolute discretion, without any duty or obligation or liability to you for such response (or lack of such response). Marketland reserves the right to allow only one NFT to be associated with the relevant metadata that makes up the Collectible, notwithstanding that copies of such NFT may exist on both chains after a fork. You bear all responsibility for independently staying aware of and informed of, and managing your own interests in connection with, potential forks.

(h) Essential Third-Party Software Dependencies. Smart contracts implemented on Marketland supported blockchains are public software utilities that can be accessed directly through a wallet. Because the Service does not provide the Wallet software or Marketland compatible Blockchain nodes, such software constitutes an essential dependency of a third party or the User without which the Service cannot be used and the Collectibles and other digital assets cannot be traded, nor use. Additionally, collectible descriptors that define the art, text, or other data associated with a collectible must be stored outside of Marketland-supported blockchains. Collectibles created on Marketland have their collectible descriptors stored in the IPFS system via an IPFS node associated with a distributed cloud service (for example, Pinata), but Marketland cannot guarantee the continued operation of such IPFS node, integrity and data persistence in IPFS, or distributed cloud service. Collectibles not created on Marketland may have collectible descriptors stored on an IPFS node associated with a 3rd party decentralized storage chain (e.g. Filecoin, Arweave), on a personal IPFS node, or through a 3rd party centralized cloud (e.g. AWS). Marketland cannot guarantee the continued operation of such third-party platforms.

(i) Viruses, hacking, phishing. The Service, Marketland, or its NFTs may be subject to third-party attacks, including, but not limited to, phishing, brute force, dead list exploits, or the use of viruses ("**Third-Party Attacks**"). Marketland shall not be liable, directly or indirectly, for any actual or alleged loss or damage suffered by you in connection with third party attacks.

11. Modification of the Terms

Marketland reserves the right at any time to modify these Terms and Conditions, and to impose new or additional Terms or Conditions on your use of the Platform Services. Any such new or additional modifications will be effective immediately upon notification and will be incorporated into these Terms and Conditions. We will use reasonable efforts to notify you of any material changes to the Terms and Conditions, including, without limitation, by posting a notice on our website or by sending an email to any address you have provided to us. Your continued use of the Services after notification will be deemed acceptance of any changes to the Terms and Conditions.

12. Intellectual Property Rights and Other Rights

12.1 Intellectual Property Rights and Other Marketland Rights

The Marketland platform and its functionalities, the Website and any content generated by it, are the exclusive intellectual property of Marketland PTE. LTD. and are protected by all applicable intellectual property rights. The access or use of the Services does not grant Users any rights over these contents.

Collectors acknowledge and agree that, except as expressly stated otherwise, use of the Services or purchase of an NFT does not confer any ownership or other rights in the content, code, data or other materials on the Website to those that can be accessed through it or on the Services.

Any use, reproduction or representation in any form of the Market or on the Website must have the express permission of the creator.

Users must assume that all content on the platform is protected by Copyright unless otherwise indicated, and that it should not be used except in the manner stipulated in the Terms and Conditions or with the express consent in writing from Marketland or any third party that Marketland deems necessary. Marketland does not guarantee or represent in any way that the use of the materials displayed on the platform by users will not infringe the rights of third parties. Any product, service, program or technology described on the platform may be subject to other Intellectual Property Rights (including, without limitation, copyrights, trademark rights or patents) owned by Marketland.

Any rights not expressly licensed herein are reserved by Marketland.

The images of people or places displayed on the platform are the property of Marketland or Marketland uses them with due permission or of the owners or creators of the NFTs. The use of these images by other users or third parties is prohibited unless expressly permitted in the Terms and Conditions or elsewhere on the platform. Any unauthorized use of these images could violate copyright and intellectual property laws, trademarks, the laws of privacy and publicity, and other applicable rules and regulations.

Any product, service, program or technology described in any document published by Marketland on this platform may be subject to other Intellectual Property Rights. Any rights not expressly licensed herein are reserved by Marketland.

12.2 Intellectual Property Rights and Other User Rights

Marketland respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.

13. Trademarks

All trademarks, logos and service marks displayed on this platform are registered and unregistered trademarks of Marketland and the users who own them and others. Nothing contained on the Platform shall be construed as granting by implication, estoppel, or otherwise, any license or right to use any of the Trademarks displayed on the Platform without the express written permission of Marketland or the third-party owner. of the registered trademark. The misuse of the trademarks or any content displayed on this platform is prohibited. Marketland actively defends its Intellectual Property Rights, including by resorting to appropriate civil and criminal legal proceedings.

14. Sending Information

The submission or upload of any communication or material that the user makes on the platform electronically or by other means, including, without limitation, data, questions, comments, suggestions or submissions, does not automatically grant Marketplace a perpetual right and license, exempt from royalties, irrevocable and non-exclusive to use (including commercial use and exploitation), copy, sublicense, reproduce, modify, adapt, publish, translate, publicly perform, display and distribute such User Content. However, this section does not apply to any personally identifiable information or data submitted by the user. This will be processed only in accordance with the provisions of the Privacy Policy section.

15. Disclaimer

Marketland is not responsible for any damage that may be caused by improper use of the platform. In no case Marketland, will be responsible for losses, damages or losses of any kind that arise from the sole access or use of the platform.

16. Phishing

In no way and under no circumstances will Marketland request confidential, personal, commercial or financial information, through email, in order to avoid the so-called "phishing" which consists of sending emails that, appearing to come from reliable sources, try to obtain confidential data from the user, which is later used to carry out some type of fraud, asking the user to click on a link that

leads to falsified web pages for fraud purposes, for which the user must inform Marketland if he receives any of these messages, to the email provided on the platform.

17. Language of the terms

The language of all documents of the Terms and Conditions, including the Privacy Policy, is the English language. Where Marketland has provided a translation of the English version of any part of the Terms and Conditions; and Privacy Policies, you agree that the translation is provided for your convenience only and that the English language version of these Terms and Conditions; and Privacy Policies, will govern your relationship with us and the services we offer. If there is any inconsistency between the English version of the Terms and Conditions; and Privacy Policies and their translation, the version in the English language will prevail.

18. Last update

These Terms and Conditions were last updated on May 29, 2023.

