

THE EVERDOME GROUP TERMS & CONDITIONS

Updated and Effective: October 26th 2023

[EVR1 Technologies – FZCO, situated in IFZA Dubai Digital Park, Dubai Silicon Oasis, Dubai]
Hereinafter “**Everdome**”, “**us**”, “**we**” or “**our**”).

The Everdome Group owns and operates a digital platform, which includes the following:

- A. <https://everdome.io>
- B. <https://metaverse.everdome.io>;
- C. <https://map.everdome.io>
- D. <https://astronft.everdome.io>
- E. <https://spaces.everdome.io>

(collectively the “**Websites**”); (e) mobile applications; (f) application programming interfaces; (g) software; and (h) any products and services offered through Everdome Group’s digital platform (collectively the “**Platform**”). The products and services also include and/or involve the use of digital products, virtual assets and non-fungible tokens (“**NFTs**”) as well as the associated features, functionality, content, applications, services, technologies, and software in respect of the digital products, virtual assets and non-fungible tokens issued by or made available by the Everdome Group for use in and on the Platform.

Any visitor (collectively, “**User**”, “**you**” or “**your**”) may only use our Platform and Services in compliance with these terms and all applicable laws. Your access to and use of the Platform and the Services are subject to your acceptance of these terms and conditions, notices, disclaimers, statements and any other terms, issued by the Everdome Group, which are contained on the Platform (“**Terms and Conditions**”).

These Terms and Conditions form a contract between Everdome and you, which you must accept to use any part of the Platform. These Terms and Conditions should be read alongside our [Privacy Policy](#) and all other Everdome Group policies.

Our products and services are provided through the local operating entities that form part and are subsidiaries of EVR1. Depending on the Services availed by the User, in addition to the Terms and Conditions, any terms and conditions related to sale, purchase or delivery of any Tokens (as defined below), which terms will include the White Paper, will apply to the User.

The Platform, Services, including the Tokens are provided by the Everdome Group. The Platform is currently owned and managed by EVR1 and EVR1 will be your sole and exclusive counterparty to these Terms and Conditions, except for the Services provided for in Annexure A. Should you access, use and/or interact with the Services provided for in Annexure A, your sole and exclusive counterparty to these Terms and Conditions will be the respective entity within the Everdome Group that owns, operates, manages, and provides those Services.

1. TERMS AND CONDITIONS OF USE

- 1.1. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PLATFORM. BY USING AND PARTICIPATING ON THE PLATFORM OR ANY PART THEREOF, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND THAT SUCH AGREEMENT SHALL CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE COMPANY.

- 1.2. IF YOU DO NOT AGREE TO BE BOUND BY, AND/OR ACCEPT ANY OR ALL OF THESE TERMS AND CONDITIONS, PLEASE CEASE FROM USING THE SERVICES AND/OR THE PLATFORM IMMEDIATELY.
- 1.3. EVERDOME RESERVES THE RIGHT TO AMEND THESE TERMS AND CONDITIONS WITHOUT NOTICE AND AT ITS DISCRETION, FROM TIME TO TIME. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS AND CONDITIONS PERIODICALLY FOR UPDATES, WHICH SHALL COME INTO EFFECT ONCE POSTED ON THE PLATFORM. YOUR CONTINUED USE OF THE PLATFORM AND/OR THE SERVICES WILL BE DEEMED ACCEPTANCE OF THESE TERMS AND CONDITIONS AND ANY AMENDMENTS MADE BY THE COMPANY HERETO.

2. DEFINITIONS

Unless specified otherwise, the following terms shall have the meanings specified below:

“Account” shall mean any and all information and data assigned to a User and shall include necessary information and/or data for authorization (including, *inter alia* a User’s wallet address).

“Content” means all documents, information, data, text, software, music, sound, photographs, messages, tags, logos, slogans, custom graphics, button icons, scripts, videos, text, images, code, files, content and/or other materials accessible through the Platform, whether publicly posted or privately transmitted.

“Intellectual Property” means any and all intellectual property on the Platform, in the Tokens and the Content including but not limited to all copyright, patents, trademarks, trade secrets, business names, domain names, trading styles, get-up, designs, know how, processes, methodologies and all current and future registered and unregistered rights, development or enhancement of the Intellectual Property owned by us or by our licensors.

“Intellectual Property Rights” means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (i) Intellectual Property or any other rights subsisting in the results of intellectual effort in any field, whether registered or capable of registration;
- (ii) any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;
- (iii) any registration or application of any of those rights;
- (iv) all renewals and extensions of these rights; and
- (v) any other Intellectual Property Rights as provided herein under these Terms and Conditions.

“Landholders” shall mean the holders of Everdome Lands NFTs.

“Everdome Metaverse” shall mean the Everdome Metaverse in its entirety including but not limited to the virtual environments, digital items, Services, avatars and/or other features and functionality available to Users, as set out in the Whitepaper.

“Restricted Content” shall mean any content or term that: (i) promotes or is related to illegal activities (illegal drugs, phishing, terrorism, criminal activities, contests, pyramid schemes or chain letters etc.); (ii) promotes or is related to tobacco, gambling or weapons; (iii) is related to pornographic or obscene material; (iv) is related to excessively graphic or explicit violence; (v) is defamatory, inappropriate or profane; (vi) is discriminatory or constitutes “hate speech”, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin,

religious affiliation, sexual orientation or language of such individual or group; (vii) promotes or contains viruses, worms, corrupted files, cracks or other materials that are intended to or may damage or render inoperable software, hardware or security measures of Everdome, any User, or any other third party.

“**Services**” shall mean and include all of Everdome Group’s products, applications and related services available on the Platform, which shall include:

- (vi) Everdome digital items (which may be represented by virtual assets);
- (vii) Everdome Tokens;
- (viii) Everdome Land Plots;
- (ix) Everdome Spaces: A unique event hosting experience within the Everdome Metaverse which allows Landholders and other Users to host events for other Users on the Land Plot (“**Everdome Spaces**” or “**Spaces**”)
- (x) any other services introduced by the Everdome Group at any time in the future.

“**Tokens**” shall mean and include the following digital assets created by or virtual assets issued by the Everdome Group:

- (xi) \$DOME Tokens;
- (xii) Non-Fungible Tokens including:
 - a. Astro NFT
 - b. Genesis NFT
 - c. Everdome Land Plots
- (xiii) Digital items created by the Everdome Group, made solely available within the Everdome Metaverse

“**Whitepaper**” shall mean the White Paper published on 26th October 2023 (as amended) accessible at <https://docs.everdome.io/everdome-white-paper>

3. ACCESS TO AND USE OF SERVICES ON THE PLATFORM

- 3.1. The Platform is made available by the Everdome Group and offers the functionalities and utilities included in the Whitepaper.
- 3.2. Access to and use of Services on the Platform shall be determined by Everdome and provided in accordance with the applicable laws. Users understand and acknowledge that access to and use of specific Services and Tokens shall be further governed by the specific provisions set out in these Terms and Conditions including the Annexures, the Whitepaper and/or third-party terms and conditions as may be applicable for Everdome to provide the said Service. The Platform is not available in every region. We reserve the right to restrict or block access to our Services, Tokens and Platform in any location for any reason whatsoever without providing any reason to the User.
- 3.3. The Platform is only available to Users who have attained the age of at least eighteen (18) years or the age of majority in Your jurisdiction (“**Majority**”). You must not access the Services if you are under the age of Majority. If you are below the age of Majority, you are prohibited from using the Services without the consent and approval of your legal parent or guardian. If you are under the age of Majority and access the Services with the parent/legal guardian, then you represent that your parent or legal guardian has reviewed and agreed to these Terms and Conditions. You shall be fully liable for any unauthorized use of the Services by minors, including payment instruments or online payments

system, in breach of these Terms and Conditions. You consent that by accessing the Services you have provided us with accurate, true and complete information about yourself, as may be required.

4. OWNERSHIP AND INTELLECTUAL PROPERTY

- 4.1. You acknowledge that unless otherwise indicated, Everdome is the owner and/or authorized user of all Intellectual Property and Intellectual Property Rights therein appearing on or contained on the Platform. Everdome possesses all Intellectual Property Rights to the Platform, including proprietary copyrights to the Platform, its individual parts, particularly, to the text, graphic and multimedia elements, as well as programming elements which are used to generate and operate the Platform, industrial property rights and any other derivative rights, which shall exclude any content provided by third-party service providers to Everdome.
- 4.2. Except as stated otherwise, no part of any of the Intellectual Property owned by Everdome may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited, for any commercial purpose whatsoever by You, without Everdome's express prior written consent, except that the foregoing does not apply to the content posted by the User that User posts on the Platform.
- 4.3. Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and the Content thereon. Everdome grants you a non-exclusive license to use the Platform, to the extent of the Services used by you. The license so granted to you is non-transferable and is granted for the duration of Your use of the Platform, in accordance with its purpose and in a manner consistent herewith. Some of our services require you to and/or allow you to download software. So long as you comply with these Terms and Conditions, we grant you a worldwide, non-exclusive, personal, and non-assignable license to download, install, and run that software, solely to access our Services. The non-exclusive license granted to you does not automatically authorize you to any further licenses in this respect by Everdome.
- 4.4. Any transfer of any content on the Platform by you to other Users or to third parties is allowed only with the use of any tools contained on the Platform and which tools intended for such purpose and with Everdome's prior consent. You have no right to reproduce, sell or otherwise market or distribute the Platform's source code, in whole or in part, or to share or make such source code available on any third-party computer systems and networks, mobile application distribution systems or any other information and communication technology systems.
- 4.5. Any use of the Platform or the Content thereon other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. This license is revocable at any time without notice and with or without cause.

5. THIRD PARTY CONTENT

- 5.1. We may display third-party content, advertisements, links, promotions, logos and other materials on our Platform (collectively, the "**Third-Party Content**") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides such Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites

linked to our Platform nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up-to-date.

6. USER CONTENT ON THE PLATFORM

- 6.1. If you post, upload, input, provide transmits, creates, generates, posts, publishes or shares on the Platform or through our Services or submit your personal data to us, including without limitation, your name, email address, IP address, virtual asset address, text, code or other information and materials, or sign up to our mailing list (collectively, your “**User Content**”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up- to-date and complete. You confirm that any User Content you post, upload, input, provide or submit to us or via our Platform do not breach or infringe the intellectual property or any other proprietary rights of any third party, including the right of publicity or privacy, of any person or entity and shall not include non-confidential information, Restricted Content, viruses, adware, spyware, worms or other harmful codes, files and software and is in compliance with all applicable laws We do not own, control or endorse any User Content that is transmitted, stored or processed via our Platform or sent to us and we are not responsible or liable for any User Content.
- 6.2. Our Services might also provide you with access to other User’s content. You may not use this content without that person’s consent, or as allowed by law. Other User’s content is theirs and doesn’t necessarily reflect Everdome’s own views. Everdome doesn’t endorse or verify the accuracy or reliability of content shared by Users. We work hard to try to make the Platform a safe, positive, and inclusive place, but cannot guarantee you prevention from encountering content that you may find objectionable or offensive. You agree we will not be liable for any harm caused by other User’s content. You may report content that you think violates any of our policies. We have the right, but not the obligation, to review such reports and block or remove content at our discretion.
- 6.3. We will not be liable for any Loss that you may incur as a result of someone else using your User Content, either with or without your knowledge. For the purposes of these Terms, ‘**Loss**’ shall mean and include any loss, damage, cost, charge, liability or expense (including legal costs and expenses).
- 6.4. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Platform or if you breach any of your obligations under these Terms or any other policy on the Platform, we may suspend your use of the Platform at any time and for any reason.
- 6.5. The User hereby grants Everdome an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to a third party) to the User Content. Such license shall entitle Everdome to use the User Content for any purpose, including marketing and promotion of the Services, and in any manner of exploitation.
- 6.6. Everdome may therefore, copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, the User Content and all modified works, and works which are derived from the User Content. Through Your consent as provided by Your agreement to these Terms and Conditions, Everdome may use Your personal data, including, inter alia, their name, likeness and any other information or material included in any User Content or in any manner in connection with the User Content, and as set out in the [Privacy Policy](#).

- 6.7. You hereby waive any right of attribution and/or any moral rights which You may have in the User Content, regardless of whether the User Content is altered or changed in any manner, unless such waiver is prohibited under any Applicable Law.
- 6.8. Notwithstanding the above, Everdome does not claim any ownership rights in the User Content and nothing in these Terms and Conditions is intended to restrict any rights that You may have to use and exploit the User Content.

7. FEES

- 7.1. Service and Platform Fees. Everdome shall not be liable for any fees charged by third parties (such as for the use of data transmission) which may be necessary to use the Platform or the Services.
- 7.2. Offers and Promotions on the Platform. You agree that the fees, and billing procedures for the Services may be amended from time to time, at Everdome's discretion. The existence of a particular offer for any of the Services as may be provided by Everdome at any time, shall not result in any obligation upon Everdome to maintain or continue to make available such offer in the future. Unless prohibited by applicable law, Your continued use of the Services after notice of any changes in prices or fees thereof, will be deemed as acceptance of the updated prices and fees by You.
- 7.3. Taxes. You agree, you are solely responsible for assessment and payment of any and all taxes applicable to you in relation with Your use of the Services or the Platform (including, without limitation, any taxes related to Your ownership of virtual assets or transfer, of any of the virtual assets by You).

8. RESTRICTED ACCESS TO THE SERVICES AND PLATFORM

- 8.1. You acknowledge that Everdome retains the right to limit Your access and use of the Service and/or the Platform, as it deems fit, at any time and for any reason. Everdome further reserves the right to publish such limitations, or to amend such limitations at will, in each case, at Everdome's sole discretion. You understand that access to and use of certain Services may require you to purchase Tokens and agree to first purchase the relevant Token(s) and enter into such definitive agreements as may be required in order to access the relevant Service(s).
- 8.2. Everdome offers its Services globally however you acknowledge that the Services may be territorially restricted. Consequently, certain Services may not be accessible to Users in: The United States of America, Italy, Germany, Afghanistan, Libya, Serbia, Belarus, Somalia, Cuba, Sudan, South Sudan, Democratic Republic of the Congo, North Korea, Burundi, Syria, Egypt, Republic of Guinea, Bissau, Tunisia, Eritrea, Iran, the Central African Republic, Venezuela, Iraq, the Republic of the Union of Myanmar, Yemen, Lebanon and Zimbabwe ("**Restricted Jurisdictions**"). Everdome reserves the right to choose, limit or refuse to provide Services in a particular jurisdiction at any time, and to amend the list of Restricted Jurisdictions, at its sole discretion.
- 8.3. You agree that you shall not exploit the Platform in any unauthorized manner whatsoever, including but not limited to, publish any Restricted Content, for trespass, or to materially burden the network capacity of Everdome and you shall not use the Platform for any illegal or immoral purpose, or in violation of any applicable laws and regulations, such as laws governing intellectual property and other proprietary rights, data protection and privacy, anti-money laundering and currency control. You acknowledge that you are fully responsible for satisfying any legal and regulatory requirements applicable in jurisdictions from which you access the Platform.

8.4. You agree that You shall not use the Platform for any purpose other than for which it has been made available to you, and that you shall not publish any Restricted Content on the Platform, or engage in any activities in breach of these Terms and Conditions (“**Prohibited Activities**”), including, inter alia:

- (a) Unlawful Activities. Activities which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in any countries, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
- (b) Abusive Activities. Actions which impose an unreasonable or disproportionately large load on Everdome’ infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Platform that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Platform, other User’s Wallets, computer systems or networks connected to the Platform, through password mining or any other means; or use the Platform, except in the case of specific merchants and/or applications which are specifically authorized for use on the Platform.
- (c) Abuse Other Users. Interfere with another User’s access to or use of any the Services defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, privacy rights, publicity and intellectual property rights) of other Users; incite, threaten, facilitate, promote, or encourage violent acts against other Users; harvest or otherwise collect information from the Platform about other Users, including without limitation, any personal identifiable data, without proper consent;
- (d) Fraud. Activities which operates to defraud Everdome or any other person; provide any false, inaccurate, or misleading information to Everdome, including identity theft, or utilising the Platform for gambling, lotteries; bidding fee auctions; sports forecasting or odds making, fantasy sports leagues with cash prizes, internet gaming, contests, sweepstakes, games of chance and infringement of any intellectual property rights of any entity or User, engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under any applicable law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder, use of Everdome’s intellectual property, name, or logo, including use of Everdome trade or service marks, without express consent from Everdome, or in a manner that otherwise harms Everdome or the Everdome brand, or perform any action that implies an untrue endorsement by or affiliation with Everdome.
- (e) Intellectual Property Infringement. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under any applicable law, including but not limited to, sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder, use of Everdome intellectual property, name, or logo, including use of Everdome’s trade or service marks, without express consent from Everdome or in a manner that otherwise harms Everdome or the Everdome brand; or perform any action that implies an untrue endorsement by or affiliation with Everdome.
- (f) Harassment. Do not promote, coordinate, or engage in harassment or bullying. We do not allow harassing behaviour such as bullying, ban or block evasion, doxing, or Users coordinating with for the purposes of harassing Users. We also do not allow the coordination, participation, or encouragement of sexual harassment, such as sending unsolicited sexually suggestive content, unwanted sexualization, or attacks on sexual activity.
- (g) Hate Speech. Do not use hate speech or engage in other hateful conduct. This includes the use of hate symbols and claims that deny the history of mass human atrocities. We consider hate

speech to be any form of expression that either attacks other people or promotes hatred or violence against them based on their protected characteristics. We consider the following to be protected characteristics: age; caste; colour; disability; ethnicity; family responsibilities; gender; gender identity; housing status; national origin; race; refugee or immigration status; religious affiliation; serious illness; sex; sexual orientation; socioeconomic class and status; source of income; status as a victim of domestic violence, sexual violence, or stalking; and weight and size.

- (h) Threats of Harm. Do not threaten to harm another individual or group of people. This includes direct, indirect, and suggestive threats.
- (i) Violent Extremism. Do not organize, promote, or support violent extremism. This also includes glorifying violent events or the perpetrators of violent acts, as well as promoting conspiracy theories that could encourage or incite violence against others or share real media depicting gore, excessive violence, or animal harm, especially with the intention to harass or shock other Users.
- (j) Honesty. Do not share false or misleading information (otherwise known as misinformation). Content that is false, misleading, and can lead to significant risk of physical or societal harm may not be shared on the Platform. We may remove content if we reasonably believe its spread could result in damage to physical infrastructure, injury of others, obstruction of participation in civic processes, or the endangerment of public health.
- (k) Spam. Do not send unsolicited bulk messages (or spam) to others. Also, do not facilitate this activity, such as by selling spambots, server “raid” tools, account-creation tools, token generators, CAPTCHA-solving services, or other spam tools.
- (l) Misleading Everdome Support Team. Do not mislead Everdome’s support teams. Do not make false or malicious reports to our customer support teams, send multiple reports about the same issue, or ask a group of Users to report the same content or issue. Repeated violations of this guideline may result in loss of access to our reporting functions, Services and/or the Platform or part thereof.

- 8.5. If you come across a User, message, content or behaviour that appears to be a Prohibited Activity and or is in violation of these Terms and Conditions, please report it to us at contact@everdome.io. These Prohibited Activities are like guidelines for how Users should use, act, behave and interact with others on our Platform. We will continue to adapt these guidelines over time, as the Everdome community develops. This means we may act against a User or content that violates the spirit of these guidelines when we encounter a new threat or harm that is not explicitly covered in the current version. We will always use our best effort to stay true to the spirit of these guidelines, and ask that you, as Users and members of the Everdome community follow these guidelines to keep the Platform a safe place for everyone.

9. SUSPENSION OF USER WALLET

- 9.1. If it is found that the User partakes in any of the Prohibited Activities, publishes any Restricted Content, or indulges in any activities which are prejudicial to the legitimate interest of the Everdome Group, Everdome is entitled to take all legally permitted actions, including limiting Your access to the Platform or a specific Service. In this respect, Everdome shall be entitled to suspend any User Wallet which has been linked to the Platform immediately and without notice.
- 9.2. Termination of the and Services Access. Notwithstanding any other remedies available to Everdome, if Everdome considers that the User violates these Terms and Conditions or any definitive agreement entered into between you and Everdome, Everdome retains the right to, at its own discretion limit, suspend, terminate, or modify the access to some or all of the Services and/or the Platform or parts of it. Everdome shall not be obliged to compensate You for the loss of the access and/or other benefits

and privileges relating to Your use of the Services. Everdome may also take other technical and legal steps to prevent Your access to the Platform, if Everdome considers that Your actions violate these Terms and Conditions, any applicable laws or any third parties' rights, including but not limited to any intellectual property rights, and create risk of possible legal actions against Everdome or its affiliates.

- 9.3. You acknowledge that Everdome has the right to stop supporting or offering the Service at any time and for any reason. In such an event, Everdome shall not be responsible to compensate You for any loss of benefits, privileges or funds that may arise subsequent to such discontinuation of Services.
- 9.4. Your right to terminate. You're free to stop using the Services at any time and for any reason. To terminate this agreement, you may close, delete and/or de-link Your User Wallet and discontinue use of the Services. Certain provisions of these terms will survive termination, as outlined below in the "**Survival**" section.

10. USER INFORMATION

- 10.1. You may be required to provide certain personal information while using the Platform. Your provision of, and Everdome's collection, storage, use, disclosure and otherwise dealing of such personal information shall be governed by Everdome's Privacy Policy.
- 10.2. You agree that Everdome may periodically collect, store and use data (including, but not limited to technical information) in connection with Your use of the Platform ("**Usage Data**"). In addition, Everdome's systems may automatically collect other data about Your operations, depending on the specific technology used by You for accessing the Platform. The Usage Data so collected shall be the sole property of Everdome, and such Usage Data may be used for, including, inter alia:
- (a) to provide You access to the Platform;
 - (b) to improve the Platform; to personalize and enhance the use of the Platform;
 - (c) to keep record of any correspondence Everdome has with You;
 - (d) to address any troubleshoot issues that You may have with the Platform;
 - (e) to evaluate Your use, preferences and trends for internal statistical and analytical purposes and in respect of operations and product development; or
 - (f) for any other purpose that Everdome may deem fit for the purpose of providing the Services.
- 10.3. By using the Platform, you hereby agree that Your User Information may be passed on to any affiliate companies of Everdome, or third parties, solely for the purpose of facilitating Your access and use of the Platform. While Everdome shall not sell Your User information, Everdome may need to share Your User Information with third parties acting on Everdome's behalf, or as may be required by law, regulations or the order of a court of competent jurisdiction. Everdome will use reasonable efforts to ensure that Your User Information is used in a reasonable manner, and you hereby agree and permit Everdome to share Your User Information with regulators, law enforcement authorities and government agencies if Everdome is so requested.

11. USER WARRANTIES

- 11.1. You hereby represent and warrant that as a part of any activities undertaken by you on the Platform, you act on Your own behalf, and not act for the benefit of a person or entity being a citizen or a resident of any Restricted Jurisdiction or countries where any applicable law restricts or prohibits participation in or use of any of the Services or the Tokens.
- 11.2. You warrant that the User Content is compliant with the provisions of these Terms and Conditions, definitive agreements in respect of any Tokens and all applicable laws. You agree to use the Platform

and/or the Services at Your own risk. You understand and expressly acknowledge that Your receipt, purchase, or possession of the Tokens and/or Land Plots does not give you any rights in or claims against Everdome.

12. WARRANTIES AND DISCLAIMERS

- 12.1.** EXCEPT WHERE EXPRESSLY PROVIDED FOR OTHERWISE, THIS PLATFORM AND THE SERVICES ARE PROVIDED TO YOU 'AS IS' AND 'AS AVAILABLE' AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EVERDOME, ON ITS OWN BEHALF AND ITS SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE AND ITS CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. NOTWITHSTANDING THE FOREGOING, EVERDOME PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM AND ANY OF ITS CONTENT THEREON WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- 12.2.** WITHOUT LIMITING THE FOREGOING, NEITHER EVERDOME, NOR ANY OF ITS SERVICE PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (A) AS TO THE OPERATION OR AVAILABILITY OF THE PLATFORM OR THE SERVICES, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON, INCLUDING ANY TOKENS; (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; (C) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE PLATFORM OR SERVICES; OR (D) THAT THE PLATFORM, SERVICE, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF EVERDOME ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.
- 12.3.** ANY CONTENT ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE PLATFORM IS AT YOUR OWN DISCRETION AND RISK. EVERDOME SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT THEREFROM.
- 12.4.** THE INFORMATION PRESENTED BY EVERDOME ON THE PLATFORM DOES NOT CONSTITUTE AN OFFER WITHIN THE MEANING, UNDER APPLICABLE LAW AND RELEVANT LEGAL REGULATIONS, NOR DOES IT CONSTITUTE A CALCULATION FOR SUCH OFFER, AND IS FOR INFORMATIONAL PURPOSES ONLY.
- 12.5.** EVERDOME MAKES NO REPRESENTATION IN RELATION TO THE SUITABILITY OF ANY INFORMATION, SOFTWARE, AND SERVICES CONTAINED ON THE PLATFORM FOR ANY PURPOSE, THE DISPLAY OR PROMOTION OF ANY VIRTUAL ASSETS ON THE PLATFORM DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF INVESTMENT THEREOF.
- 12.6.** NOTHING ON THE PLATFORM CONSTITUTES ANY INVESTMENT ADVICE OR ANY INDUCEMENT OF INVESTMENT. YOU AGREE TO RELY ON THE PLATFORM OR ANY OF

THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. EVERDOME DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS AND DOES NOT GUARANTEE THAT THE USE OR OTHER EXPLOITATION OF THE PLATFORM WILL LEAD TO ANY FAVOURABLE RESULTS AS MAY BE EXPECTED BY YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVERDOME, OR THROUGH THE PLATFORM WILL CONSTITUTE ANY WARRANTY AND/OR REPRESENTATION.

- 12.7. EVERDOME IS NOT LIABLE TO YOU FOR ANY DAMAGES, INCLUDING LOSS OF REVENUES, LOST PROFITS, DATA, BUSINESS INTERRUPTION OR OTHER DAMAGES, UNLESS THESE DAMAGES ARISE OUT OF GROSS NEGLIGENCE, WILFUL MISCONDUCT, FRAUD ON PART OF EVERDOME OR DUE TO ANY DEATH OR PERSONAL INJURY ARISING OUT ANY SUCH NEGLIGENCE OR WILFUL MISCONDUCT OR FRAUD. THESE TERMS AND CONDITIONS DO NOT AFFECT ANY STATUTORY RIGHTS OF THAT YOU MAY HAVE AS A CONSUMER ON THE PLATFORM.
- 12.8. EVERDOME SHALL NOT BE LIABLE AND SHALL BE EXCLUDED FROM PERFORMING ANY OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, IF SUCH PERFORMANCE HEREUNDER IS INTERRUPTED BY ANY FORCE MAJEURE EVENTS OR ANY CONDITIONS BEYOND EVERDOME'S REASONABLE CONTROL, INCLUDING LABOUR DISPUTES, OR OTHER INDUSTRIAL DISTURBANCES, ELECTRICAL OR POWER OUTAGES, UTILITIES OR OTHER TELECOMMUNICATIONS FAILURES, EARTHQUAKE, STORMS OR OTHER ELEMENTS OF NATURE, BLOCKAGES, EMBARGOES, RIOTS, ACTS OF ORDERS OF GOVERNMENT, ACTS OF TERRORISM OR WAR.
- 12.9. EVERDOME MAY PAUSE OR INTERRUPT THE PLATFORM AT ANY TIME, AND THE PROVISION OF SERVICES MAY BE INTERRUPTED IN THE EVENT OF INAPPROPRIATE CONNECTION QUALITY, DAMAGE OR DEFECTS OF TELECOMMUNICATIONS EQUIPMENT, POWER SYSTEMS, COMPUTER EQUIPMENT, FAILURE OF THE TELECOMMUNICATIONS NETWORK, POWER OUTAGES OR ANY ACTION OF THIRD PARTIES. YOU SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE PLATFORM IN THIS RESPECT.
- 12.10. EVERDOME WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR INABILITY TO USE THE PLATFORM, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF YOUR USER WALLET OR YOUR USE OF OR ACCESS TO THE PLATFORM, (II) OUR DISCONTINUATION OF ANY PART OF, OR THE ENTIRETY OF THE PLATFORM, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER ANY SEPARATELY AGREED SERVICE-LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ANY PART OF, OR THE ENTIRETY OF THE PLATFORM, FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (IV) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS; (V) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR USE OF OR ACCESS TO THE PLATFORM; OR (VI) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.

13. INDEMNITIES

- 13.1. You agree that You shall defend, indemnify, and hold harmless, Everdome, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, expenses (including but not limited to debt collection expenses) and legal fees (including reasonable attorneys' fees) incurred in connection with any claims, demands or damages arising out of or related to any breach of these Terms and Conditions by You, or Your violation of any Applicable Law, rule or regulation which may result in a breach of these Terms and Conditions, or arising out of, or relating to any third party claim. In this regard, you agree to reimburse Everdome, for any and all legal costs, as well as its employees' and contractors' time and materials.
- 13.2. You agree to indemnify Everdome for any damages and additional expenses (including, but not limited to legal costs and debt collection expenses) which it may suffer or incur, directly or indirectly, as a result of unlawful actions conducted by You, including by way of any Prohibited Activities, which may result in the breach of these Terms and Conditions.
- 13.3. In no event shall Everdome be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in connection with Your use of the Platform, including from any the delay or inability to use the Platform or Marketplace, or for any Services obtained through Platform, or otherwise arising out of Your use of the Platform, whether based on contract, tort, strict liability, or otherwise, where Everdome, its affiliates, and/or their respective suppliers have been advised of the possibility of damages.

14. THIRD-PARTY WEBSITES AND THIRD-PARTY SERVICE PROVIDERS

Everdome may, in cooperation with the third-party providers, provide Users with additional services and content on the Platform. Terms and conditions for the provision of such third-party services shall be set out in the individual regulations and may be found on the websites of such third-party service providers. In the event of a conflict between these Terms and Conditions and the terms and conditions of such third-party service providers, the provisions of such third-party service providers shall apply with respect to the services or content provided by such third-party service provider. In respect of any relevant matters not covered under the provisions of such third-party service providers, these Terms and Conditions shall apply.

15. RISKS ASSOCIATED WITH VIRTUAL ASSETS

- 15.1. You agree and understand that the purchase and sale of virtual assets, including the Tokens, involves significant risk, and the risk of resulting loss may be substantial. You agree that you have carefully considered whether such purchase and sale is suitable for you, in light of Your risk exposure by virtue of agreeing to use the Platform, or the Services.
- 15.2. You agree that the price of virtual assets, including the Tokens, on secondary markets may vary depending on a variety of factors including where or how you obtain them and that fluctuations in the price of other virtual assets could materially and adversely affect the value of any virtual Assets held by you, which may, as a result, also be subject to significant price volatility. You acknowledge that Everdome does not guarantee that, as a purchaser of virtual assets on the Platform or the Marketplace, you will not lose money.
- 15.3. Risk assumptions. You accept all risks that may arise from using the Services and the purchase and trade of virtual assets, including but not limited to the risk of any funds being lost due to a failure of the Services.

You acknowledge that any virtual assets owned and held by you may be lost, stolen, or otherwise rendered unusable due to bugs in smart contracts implementing the Platform. You accept and acknowledge each of the following:

- (a) Everdome does not store, send, or receive any virtual assets, and that such assets are maintained on the blockchain network;
- (b) the risks associated with using any virtual assets, including, *inter alia*, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your User Wallet. You accept that Everdome shall not be responsible for any communication failures, disruptions, errors, distortions or delays that You may experience when using the blockchain network or the Platform;
- (c) all transactions carried out by You on the blockchain (including transactions related to the Tokens) shall be final and impossible to reverse. In this respect, you acknowledge that all information about the Tokens and/or the Land Plots has been published by Everdome on the Platform, which is visible to You, or via the websites of third parties to which the Platform may redirect;
- (d) the regulatory regime governing blockchain technologies, virtual assets, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of Everdome's ecosystem, and therefore the potential utility or value of any virtual assets made available through the Platform or the Marketplace. In this respect, transactions that take place on the Platform or the Marketplace via the blockchain network are managed and confirmed on such blockchain network only; and
- (e) Your User Wallet public address will be made publicly visible whenever you engage in a transaction on the Platform. In this respect, Everdome neither owns, nor controls any third-party website, product, or service that you might access, visit, or use for the purpose of enabling you to use the Services and/or the Platform (e.g., Google, Opensea, Metamask etc.). Everdome shall not be liable for the acts or omissions of any such third parties, nor shall be liable for any damage that you may suffer as a result of any transactions which you participate in, or any other interaction with any such third parties.

15.4. You agree to bear any loss You may incur as a result of actions, including but not limited to:

- (a) 'Fat finger' input or instructions errors, including price or quantity errors;
- (b) Mistiming or mis-submission of instructions;
- (c) Forgetting or leaking the password to Your User Wallet;
- (d) Loss of private keys;
- (e) Computer or network issues faced by You, including any hacks or virus-related issues;
- (f) Transfer or withdrawal of digital assets or fiat currencies to or from the wrong wallet address; or
- (g) Third parties accessing and using Your User Wallet for any reason, which is not attributable to Everdome.

16. NOTIFICATIONS AND COMPLAINTS

- 16.1. All grievances and feedback by You, about the Platform and Services, shall be directed to Everdome via e-mail address: contact@everdome.io. Such Notification is required to include: User's information, contact details, and a detailed description of the grievance or the feedback.
- 16.2. Within 14 (fourteen) days from the date of receiving a grievance, Everdome shall consider the feedback provided or the query or grievance raised by You and communicate the result of such consideration to You via email. This period may be extended at the sole discretion of Everdome where Everdome encounters circumstances beyond its control, or if it deems it necessary to obtain additional information from You.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1. These Terms and Conditions and the Services provided by the Everdome Group are governed by the Laws of England and Wales, without giving effect to conflict of law considerations.
- 17.2. Any dispute arising out of these Terms and Conditions, including any question in relation to the existing, validity and termination of these Terms and Conditions shall be referred to and finally settled by the courts in Abu Dhabi Global Markets and you unconditionally submit the jurisdiction of such courts in this respect.

18. ASSIGNMENT

You acknowledge and accept that Everdome shall be entitled to assign any of its rights and obligations resulting from the implementation of the provisions of these Terms and Conditions to any other entity, person or third parties, including transferring the rights and obligations to another, newly established company, as a result of the transformation.

19. MISCELLANEOUS

- 19.1. Additional Policies. Everdome may update these Terms and Conditions and/or publish additional policies related to its Services and/or the Platform, from time to time. All such policies, where applicable to you, shall be published by Everdome on the Websites and/or the App and such publication shall be deemed as due communication of such policies by Everdome to you.
- 19.2. If we make any material change, we will notify you by email or by posting a notice through our Platform. Modifications will become effective on the day they are posted unless stated otherwise. Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms and Conditions shall supersede all previous Terms and Conditions.
- 19.3. No relationship. Everdome and You are intended to remain independent parties. Nothing under these Terms and Conditions shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture between You and Everdome.
- 19.4. Severability. If any part of these Terms and Conditions shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms and Conditions, which shall remain in full force and effect. If any provision or part-provision of these Terms and Conditions is, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision in accordance with this clause shall not affect the validity and enforceability of the remaining provisions hereinunder.
- 19.5. No Waiver. No waiver of any provision of these Terms and Conditions shall be deemed a further or continuing waiver of such provision, and any failure by Everdome to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such provision.
- 19.6. Limitation of Liability. We don't exclude or limit our liability to you where it would be illegal to do so. By using the Services, you agree that the Everdome Group, its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.
- 19.7. Additional Terms. Where additional terms apply to our Services or Tokens, the additional terms will control with respect to your use of that Service or Token to the extent of any conflict with these terms.
- 19.8. Survival. Any part of these terms that by their nature should survive after termination of these terms will survive. The following sections shall survive the expiration or termination of these Terms:

Ownership and Intellectual Property, User Content on the Platform, Third Party Content, Fees, Restricted Access to the Services and Platform, Suspension of User Wallet, User Information, User Warranties, Warranties and Disclaimers, Indemnities, Third-Party Websites and Third-Party Service Providers, Risks Associated with Virtual Assets, Governing Law, Limitation of Liability.

ANNEXURE A

You understand and accept that should you access, use and/or interact with the features of the Platform and/or Services set out in this Annexure A, then these additional terms and conditions shall apply and govern your use of the said Services in addition to the general terms and conditions provided above. For the purposes of clarity, this Annexure A shall form part of the Terms and Conditions and shall apply to all Users who access, use and/or interact with the Tokens, Spaces and Land Plots on the Platform.

1. ACCESS TO AND USE OF TOKENS ON THE PLATFORM

- 1.1. As part of the Services made available on the Platform, you shall have the option to purchase, swap, transfer, sell, use and/or interact with Tokens. The use of specific Tokens may be further governed by third parties to which the Platform redirects Users to (e.g., Metamask and OpenSea). You agree to link a wallet account which is on the Ethereum blockchain, which supports the Binance Smart Chain (“BSC”) network (eg. Metamask) (“**User Wallet**”) to any Account that you create on the Platform, for the use of certain Services. You shall further link Your User Wallet to the Tokens held by You on the Platform.
- 1.2. We will only recognize you as a User and you will only be able to interact with certain Services such as Everdome Spaces Services, only: (i) if you are legally permitted to avail such Services; and (ii) where applicable, your digital wallet is connected and unlocked through your MetaMask account. There is no other way to sign up as a User or to interact directly with said Services. By using said Services you agree that you are governed by the terms of service and other policies for the applicable extensions.
- 1.3. The purchase of the Tokens shall entitle you to benefit from the features and functionality of the Token as set out in the Whitepaper. Any User who purchases Tokens and/or connects their User Wallet to our Platform may be required to enter into a definitive agreement for the purchase and use of said Tokens and any purchase of Tokens shall be subject to provisions of the respective definitive agreement in addition to these Terms and Conditions. This applies to you in relation to the Tokens procured and any subsequent sale of the procured Tokens you purchased from us in the first instance, or to whom you otherwise transfer your Tokens Any relationship established by you for the purchase and sale of Tokens by any medium other than the Platform may be governed by additional terms and conditions of said third-party service providers, such as <https://opensea.io>.
- 1.4. The Tokens purchased on the Platform shall be used only for the following purpose:
 - (a) Purchase of Everdome city land plots;
 - (b) Rental of Everdome city land plots;
 - (c) Purchase of items available within the Everdome Metaverse;
 - (d) Purchase of access to events happening in Everdome Metaverse;
 - (e) Payment of the Services available within the Everdome Metaverse;
 - (f) As a currency for exchange in the Everdome Metaverse, for:
 - (i) purchasing/selling goods or items; and
 - (ii) purchasing/selling services.

2. PURCHASE AND USE OF \$DOME TOKENS AND NFTS

- 2.1. Users acknowledge and agree that by purchasing \$DOME tokens they shall be bound by the Everdome Group’s token purchase agreement and/or any other definitive agreement/terms and conditions in respect of \$DOME. Users further agree to only use \$DOME tokens in accordance with these terms and conditions and as set out in the Whitepaper.

- 2.2. Users acknowledge and agree that by purchasing NFTs issued by the Everdome Group they shall be bound by the Everdome Group's token purchase agreement and/or any other definitive agreement/terms and conditions in respect of the NFTs. Users further agree to only use NFTs in accordance with these terms and conditions and as set out in the Whitepaper.
- 2.3. All Tokens purchased or procured by you are subject to their respective definitive agreements, unless otherwise agreed in writing. By purchasing, pre-purchasing or procuring any Tokens you are agreeing to be bound by these terms and conditions. Termination of these Terms for any reason will not affect any obligations which have arisen prior to the termination.
- 2.4. Risk and title in any Tokens purchased by you transfers to you upon any such purchase of the Tokens and you are responsible for ensuring that your User Wallet is accurately linked with your Account.
- 2.5. We will have no liability or responsibility for your compliance with laws or regulations governing the transfer and use of the Tokens. Further, you are solely responsible for compliance with all applicable requirements of any laws, rules, and regulations of governmental authorities in your jurisdiction. You further acknowledge that neither we nor any of our personnel is, and will not be, by virtue of providing Tokens to you, an advisor or fiduciary to you. We will not be liable to you for any Loss or claim in the nature of consequential or indirect loss, including without limitation loss of profits, loss of chance, loss of expectations, or loss of opportunity.
- 2.6. Unless stated otherwise, a notice, consent, approval, waiver or other communication (notice) in connection with the definitive agreement must be in writing and in English and sent to, in the case of us via contact@everdome.io and in the case of User, to your nominated email when connecting your User Wallet to the Platform or published on the Platform with public access to such notice.

3. LANDHOLDING ON THE PLATFORM

- 3.1. Users have the ability to purchase virtual plots of land on the Platform ("**Land Plot**"). Land Plots are represented by NFTs and said NFT holders shall be considered Landholders. The Everdome Group shall make NFTs available on the Platform, OpenSea and other third-party service providers at Everdome's sole discretion. You consent that you have reviewed all terms and conditions applicable to the purchase and use of these NFTs upon purchase of the NFT. The Land Plots may be used by Users in accordance with the functionality provided on the Platform, as set out in our Whitepaper. Users understand and acknowledge that Everdome retains the right to create Land Plots at their discretion, including the creation of Land Plots with commercial partners and/or third-party services provided in line with the Everdome Group's business.
- 3.2. Subject to these Terms and Conditions, includes this Annexure A and except as otherwise set out in a definitive agreement, Landholders shall be entitled to use their land for their personal use.

4. EVERDOME SPACES

- 4.1. Landholders and Users who link their User Wallets shall be able to access Spaces. Spaces allows Landholders to use their Land Plots to create virtual experiences that may be shared with other Users. Landholders will also have the ability to host free or paid virtual events/experiences within their Land Plot, including renting their Land Plots to other Users to host free or paid virtual events/experiences for other Users. Through Spaces, Users can connect with other Users, create communities or host events for other businesses. Users will be able to buy, sell or swap digital items either made by Everdome, or created by the Platforms Users.
- 4.2. The Everdome Group shall from time to time provide additional features to Users including but not limited to a marketplace and the ability to monitor, operate, and confirm on Platform transactional

activity through applicable program interfaces (“**APIs**”) on the Platform. The APIs shall allow Users to sell their services and digital items across the Everdome community of Users (including brands and businesses), using \$DOME.

5. WARRANTIES AND DISCLAIMERS

- 5.1. BY PURCHASING THE TOKENS AS A PART OF THE BLOCKCHAIN NETWORK (BSC OR EQUIVALENT), THE USERS ESTABLISH A RELATIONSHIP ON A BASIS OF OTHER TERMS AND CONDITIONS OR TERMS AND CONDITIONS OF SERVICE PROVISION, INCLUDING ESPECIALLY, BUT NOT ONLY, INFORMATION AND DOCUMENTS AVAILABLE ON WEBSITES WWW.BNBCHAIN.ORG/EN/SMARTCHAIN AND/OR WWW.METAMASK.IO OR OTHER WEBSITES TO WHICH THE WEBSITE MAY BE REDIRECTED, FOR PAYMENT OF THE TOKENS (INCLUDING NFTS). PURCHASE OF THE TOKENS SHALL NOT REFER TO ANY TRANSACTION OR THE CONCLUSION OF ANY AGREEMENT DIRECTLY WITH EVERDOME.
- 5.2. THE PURCHASE OF LAND PLOTS OR THE TOKEN DISTRIBUTION PROCESS DO NOT CONSTITUTE A PUBLIC OFFER, ALTERNATIVE INVESTMENT FUND MANAGEMENT ACTIVITY NOR AN ACTIVITY PERFORMED BY AN INVESTMENT FUND, AND NONE OF THE SERVICES PROVIDED BY EVERDOME ON THE PLATFORM ARE BANKING ACTIVITIES, OR AN INSURANCE OR REINSURANCE ACTIVITIES, WITHIN THE MEANING OF THE RELEVANT NATIONAL ACTS; (II) EVERDOME DOES NOT GUARANTEE TO YOU THAT THE EXECUTION OF ANY OF THE SERVICES ON THE PLATFORM WILL BRING YOU ANY EXPECTED OUTCOMES, RESULTS, OR ECONOMIC OR FINANCIAL PROFITS, INCLUDING, INTER ALIA, ANY STAKING, HERO VESTING, TGLP VESTING, ACQUISITION OF TOKENS, EVERDOME GENESIS COLLECTION, EVERDOME ASTRO NFT OR LAND PLOTS.
- 5.3. THE TOKENS AND VIRTUAL ASSETS MADE AVAILABLE THROUGH THE PLATFORM, ARE NOT FINANCIAL OR INVESTMENT INSTRUMENTS OF ANY KIND, AND THAT TOKENS AND VIRTUAL ASSETS MAY NOT HAVE ANY REAL-WORLD MONETARY VALUE WHATSOEVER. IN THIS RESPECT, EVERDOME DOES NOT TAKE ANY RESPONSIBLE FOR ANY VALUE ATTRIBUTABLE TO, OR FLUCTUATIONS OR LOSS IN THE VALUE OF TOKENS OR VIRTUAL ASSETS.
- 5.4. NONE OF THE TOKENS ARE: (I) A DOCUMENT ISSUED BY NAME, ON REQUEST OR ISSUED TO THE BEARER, AS WELL AS A FINANCIAL INSTRUMENT AND A PARTICIPATION UNIT NOR AN INVESTMENT CERTIFICATE; OR (II) A PACKAGED RETAIL INVESTMENT PRODUCT UNDER ANY APPLICABLE LAW.