



WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

Welcome to <https://ndigi.world> (the '**Website**'). The Website operates to (but is not limited to) provide services pertaining to the exchanging of a virtual currency (cryptocurrency) or NFT (non-fungible tokens), facilitate the purchase of goods (through the NFT Artist Management Store), and provide training (through the NFT Artist Management Academy) (the '**Services**').

The Website is operated by NFT Artist Management Pty Ltd. (ABN 33 657 523 996) (hereafter referred to as "NFT Artist Management"). Access to and use of the Website, or any of its associated Products or Services, is provided by NFT Artist Management. Please read these terms and conditions (the '**Terms** ') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

NFT Artist Management reserves the right to review and change any of the Terms by updating this page at its sole discretion. When NFT Artist Management updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

Definitions:

'B Chain' means the Blockchain.

'Blockchain' means a distributed ledger of records organised into blocks that are linked together using cryptographic validation. When a block is added to the chain, it cannot be changed without affecting all blocks that came after it, this creates an immutable data file that no single entity controls.

'Blocks' means an allocation sold to an individual consumer.

'Cryptocurrency' means a digital currency in which cryptography encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds.

'Intellectual Property Rights' means all industrial and intellectual property rights, both in

Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trademark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, rights in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

'Mnemonic Seed Phrase' means a secret group of 12 immutable words used to backup and access the Wallet.

'Passcode' means a set of numbers used to access the Wallet.

'NFT Artist Management', 'our', 'we' or 'us' means NFT Artist Management Pty Ltd.

'NFT Artist Management' means a digital marketplace where participants can exchange (buy and sell) for fiat currency and vice versa.

'Private Key' means a long sequence of numbers and letters which is used to generate a public key and allows You to sign transactions which are verified by others on the B Chain against the public key. The public key is your address which is visible on the B Chain,

'Services' means various services provided to You by NFT Artist Management including but not limited to digital currency exchange services, buying and selling services related to the purchase of digital currency.

'Site' means <https://ndigi.world>

'Transaction Services' means services provided by NFT Artist Management (through the NFT Artist Management Platform) to facilitate transactions.

'Transactions' means transactions between You, NFT Artist Management, another Merchant, or an individual consumer.

'Users' means all individuals, institutions or organisations that access, download or use the Site, the NFT Artist Management Platform, the Wallet and the Services and who meet the KYC requirements.

'Wallet' means a cryptocurrency wallet developed by NFT Artist Management which connects to the B Chain, stores a user's cryptocurrency (such as) and allows a User to make cryptocurrency transactions.

'You' means the User who has a Wallet and elects to use the Services of the NFT Artist Management Platform.

2. Acceptance of the Terms

- (a) You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by NFT Artist Management in the user interface.
- (b) You acknowledge and agree that:
 - (i) NFT Artist Management is not acting on your behalf in any capacity. For the avoidance of doubt NFT Artist Management is not your broker, intermediary, agent or advisor and has no fiduciary relationship or obligation to You in connection with any transactions or other decisions or activities which are the result of your use of the Site, the NFT Artist Management Platform and the Services, and
 - (ii) no communication or information provided to You by NFT Artist Management shall be construed as any type of advice.

3. Subscription to use the Services; Registration to use the Purchase Services

- (a) In order to access the Services or access the Purchase Services (hereafter referred to as "Services"), you must first purchase a subscription through the Website (the '**Subscription**') and pay the applicable fee for the selected Subscription (the '**Subscription Fee**').
- (b) In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
- (c) Once you have purchased the Subscription, you will then be required to register for an account through the Website before you can access the Services (the '**Account**').
- (d) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (i) Email address
 - (ii) Preferred username
 - (iii) Mailing address
 - (iv) Telephone number
 - (v) Password
- (e) You warrant that any information you give to NFT Artist Management in the course of completing the registration process will always be accurate, correct and

up to date.

- (f) Once you have completed the registration process, you will be a registered member of the Website ('**Member** ') and agree to be bound by the Terms. As a Member you will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (the '**Subscription Period**').
- (g) You may not use the Services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with NFT Artist Management; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Trading with your NFT Artist Management Account

- a) NFT Artist Management regards making our deposit and withdrawal timeframes as one of our top priorities. Sometimes, we may encounter situations which we have a limited amount of control over, which can result in delays. In accepting this Agreement, you acknowledge that NFT Artist Management is not responsible for any losses that may arise from delays processing deposits or withdrawals.
- b) In order to maintain our strict KYC practices, the bank account linked to your NFT Artist Management Account, and any other payment services that you have with us must be in your name, in order to facilitate all deposits and withdrawals to or from your NFT Artist Management account. If the account is not held in your name, we may limit and/or suspend your use of our Platform and Services, until you supply the appropriate details of a bank account in your name.
- c) NFT Artist Management is not liable for any delays you may experience when sending and transferring Cryptocurrencies from our Platform to other platforms, websites, users, or wallets. These delays may occur due to factors without our control, including but not limited to third-party websites, Blockchain congestion, NFT Artist Management maintenance (such as shifting Tokens into a secure storage vault or platform), or wallet issues.
- d) In addition to buying, selling, converting and trading Cryptocurrencies, you are only permitted to send your coins, tokens, NFTs, or digital assets to another user, another exchange platform, and/or a web3 wallet ie. Metamask.
- e) Due to the evolving nature of blockchain technology, and blockchain network capacity, if there are any technical issues regarding the use of a blockchain and/or use of a blockchain network this is beyond NFT Artist Management's

control and NFT Artist Management reserves the right to cancel transactions you have initiated which are delayed beyond a reasonable time or lapse due to time delays. In such circumstances, you may need to execute the transaction again, or at another time.

- f) NFT Artist Management may take reasonable action, including but not limited to restricting access or deducting the amount you have received, acquired, or accumulated from the balance of the coins or fiat currency held in your account, if you have received, acquired, or accumulated any funds or assets as a result of an error, glitch, or loophole. If such an error, flaw, or loophole occurs or is discovered, and we decide to enforce our right to recover misappropriated monies or assets from your account, we will notify you.
- g) If your account is suspended in accordance with these Terms of Use and you do not respond to any of our attempts to contact you after the payment of the uncleared funds, NFT Artist Management will consider your account, and all coins, tokens, NFTs, assets, and fiat currencies within your account, to have been suspended, and not accessible until such time as this is resolved, or a relevant government authority orders them to be dealt with in a specific way. Example: where your account has been flagged for money-laundering and AUSTRAC requests for the digital assets to be sent to a holding account managed by a third-party.
- h) It is your responsibility to check your NFT Artist Management account and monitor the movement of your coins, tokens, NFTs, fiat currencies, and digital assets, including any pending, lapsed or cancelled transactions or purchases through your transaction history and to re-execute any failed transactions.
- i) All deposits and withdrawals made are subject to the limits displayed on our Platform and Services. Due to the blockchain, as well as user demand, market activity, and the price of specific coins, this amount may fluctuate over time. In some cases, we may use our discretion to approve deposits and withdrawals that exceed the displayed limit.
- j) All fiat currency deposits and withdrawals must be made to and from the verified NFT Artist Management account holder's banking institution account. We may use our judgement to authorise deposits and withdrawals from a financial institution account that is not owned by the confirmed NFT Artist Management account holder in some circumstances.
- k) For any AUD withdrawals or deposits, it is your responsibility to enter an accurate BSB and account number. NFT Artist Management does not and will not verify the information you provide, relating to your account and including if the BSB and account number you provide are yours. It is not NFT Artist Management's

obligation to retrieve payments from the unintended recipient if you submit incorrect bank details. NFT Artist Management is not responsible for any losses or liabilities you may suffer as a result of fiat money being paid to an undesired bank account.

- l) During times of market volatility, high volume trades, rapid movement, and illiquidity, the market rate at which you purchase, sell, or exchange coins may differ from the price indicated on our Platform, and as a result, we will be unable to execute your order and will refund your funds. NFT Artist Management is not responsible for price fluctuations caused by market volatility, market or technical disruptions, delays, or other factors beyond its control. If the market rate drastically increases or lowers, or if there is a market interruption or other event beyond NFT Artist Management's control, NFT Artist Management may reasonably decide not to execute a deal. NFT Artist Management may cancel your buy or sell order and refund the funds to your NFT Artist Management account in such situations. NFT Artist Management will make reasonable efforts to notify you of these events, and you must check your account for any pending or cancelled transactions as soon as possible after receiving a notification.
- m) When you place a buy, sell, or exchange order on our Platform, NFT Artist Management treats it as a legally binding directive from you. If you ask NFT Artist Management to cancel, amend, or reverse your buy, sell, or exchange order, NFT Artist Management is not obligated to do so if it is unreasonable to do so or would cause NFT Artist Management inconvenience or cost.

5. Debit Account Balances

- a. To make any transaction on the Platform, you must have adequate funds in your account.
- b. If at any time your Account has a debit balance, you agree to pay us:
 - i. An Account overdraft fee determined by us from time to time to cover our reasonable costs and expenses arising from the debit Account balance; or
 - ii. The total debit balance including the Account overdraft fee.
- c. If you fail to pay the outstanding debit account balance and Account overdraft fees, we may suspend or cancel your Account at any time and without notice to you.
- d. If, after a demand is made by us, you have not made payment of the outstanding debit balance, then:
 - i. You authorise us to sell any cryptocurrency assets in your Account to recover the outstanding balance; and
 - ii. You agree to indemnify us against all costs, expenses and losses incurred,

including brokerage fees, taxes, overdraft fees and any other fees in connection with any transaction executed by us in accordance with this clause to recover the outstanding balance where you do not pay the outstanding debit balance.

- e. Without your consent, we reserve the right to use a third-party collection agency to recover any sums you owe us under these Terms and Conditions. All charges paid by us in recovering the amounts you owe us under these Terms and Conditions, including debt collection fees and enforcement costs, will be payable on demand.

6. Treatment of Unallocated Deposits

- a) We have no trust relationship with you at any time, and we do not hold any funds deposited by you on trust.
- b) Unallocated deposits received in our bank accounts may be held for a user at our sole discretion.
- c) Fees may be deducted from any money held by us in accordance with this clause in circumstances where they are determined to be unallocated.

Making a Claim for Unallocated Deposits

- a) You have the right to request and file a claim for the repayment of an unallocated deposit (less any accumulated fees) by contacting us through the support screen or by email at support@ndigi.world.
- b) Once a deposit is identified as an unallocated deposit, it will be held in our account until additional investigation and advise on release is received.
- c) We will hold the unallocated deposit on behalf of the depositor and we have an obligation to repay the unallocated deposit to the owner on demand.
- d) The unallocated deposit will incur:
 - i. an unallocated deposit search fee based on an hourly rate of \$45AUD (excl GST); and
 - ii. a monthly unallocated deposit management fee of 6% per annum (excl GST).
- e) Where an unallocated deposit is unclaimed after a period of 6 months, it will be taken to be forfeit, and may, at our discretion, be donated to a charity, as designated by NFT Artist Management, or dealt with in any other manner deemed appropriate, and reasonable in the circumstances.

7. Security

- a) Transmission of information over the Internet, including to and from our Platform and Services, is not 100 % secure or error-free. Emails to or from us, as well as information posted to or accessible on this Platform, may not be secure, therefore

you should exercise caution when sending us information through these channels.

- b) Emails to and from us may be filtered and scanned for viruses, including by third-party contractors. Such filters and scans can not guarantee that viruses or other potentially destructive code will be removed.
- c) You accept that you use the Platform and Services (as well as obtain and send data to it) at your own risk, that it is provided "as is," and that we make no representations or guarantees as to the security, availability, or that your access or use will be uninterrupted, prompt, or secure.
- d) NFT Artist Management saves private keys and other information in a secure manner to ensure the system's security and integrity. We are committed to safeguarding users' digital assets and other information that we gather and store in third-party data centres that are extremely secure. Personal information is only given to NFT Artist Management employees who need it to do their jobs in support of our clients. Strong, multi-factor authentication is used, and access is revoked when no longer required.
- e) To validate your identity, maintain security, and avoid fraud, NFT Artist Management use a two-factor authentication process.
- f) All significant financial and trading transactions made by you from the NFT Artist Management Platform to another third-party website, platform, or user, as well as all AUD withdrawals from the Platform to your personal bank account, may be required to use NFT Artist Management's two-factor authentication as part of NFT Artist Management's commitment to protect your coins, NFTs, and digital assets in the interest of your security. For all withdrawals and transactions to purchase, sell, and trade within the NFT Artist Management network, NFT Artist Management users will be required to implement and use two-factor authentication. It is your duty to implement security measures, programs, and applications, such as Google Authenticator, on your computer, phone, or other device, and to understand how to utilise these security measures to complete the transaction. See the Security tab on our website for further information on how to secure and protect your coins.
- g) As part of operating our Platform and Services, NFT Artist Management may hold your funds, assets or coins on different exchange platforms.
- h) By using our Platform and Services, you agree to supply us with up-to-date, accurate, and complete information, including any personal information.
- i) If a law enforcement agency or government agency requests it, NFT Artist Management may share your personal information as well as other information such as your IP address or the last time your account was viewed.

- j) By creating a NFT Artist Management account, you authorise NFT Artist Management to make enquiries to verify your identity either directly or through third parties, such as but not limited to Sumsb.com. This is in order to protect our Platform, Services and other users against fraudulent activity.
- k) You will provide us with personal information that will be validated against databases in your country in order to authenticate your account; as a result, it is critical that you provide us with correct and up-to-date information. It may take up to 5 business days for your identification to be verified and your account to be activated. You represent and warrant that all information you supply to us via our Platform is accurate and current.
- l) We cannot guarantee the identity of any other user, receiver or other party you engage with.
- m) You undertake not to use any other NFT Artist Management account than your own, to access another member's account, or to help anyone in getting illegal access. If you use or get access to a NFT Artist Management account that is not your own, your account and the account of the other user may be suspended and possibly terminated immediately. Any pending trades or transactions will also be suspended.
- n) You are responsible for maintaining and preserving the confidentiality of your account information, the personal information you provide to NFT Artist Management, the strength level of your password, using a digital wallet to protect your coins, tokens, NFTs, fiat currencies, and digital assets, and any other activities you engage in while using our Platform and Services.
- o) In the interests of your security, NFT Artist Management does not hold large numbers of coins within the Platform as this is a security risk and may increase your exposure to hacking and misappropriation of your coins, tokens, NFTs and other digital assets.
- p) You must notify NFT Artist Management immediately of any unauthorised access or use of your account, password or any other applicable breach of our Platform and Services by submitting a support request on our website.

8. Linking and Framing

- a) This Platform may contain links to other websites and may display content or information from other websites within frames on this website. When you click on those links or access third-party websites through the Platform, we may earn a payment as a result of that advertising or that referral.
- b) NFT Artist Management is not responsible or accountable for any third-party websites or third-Party content hosted on the Platform, nor for any infringement of

third-party intellectual property rights as a result of hosting links to third-party websites and third-party content.

- c) NFT Artist Management is not responsible or liable for any personal information collected by a third party (including information collected through a third-party website), and we are released from any liability resulting from the third party's failure to handle, use, or disclose your personal information in accordance with the Privacy Act 1988. (Cth).
- d) NFT Artist Management does not guarantee the authenticity, currency, or suitability of third-party websites or third-party content for any purpose, nor do we endorse the offers, products, or services which they promote.
- e) All statements, representations, offers, products, or services made publicly available through third-party websites and third-party content are solely the responsibility of the third-party website's operator or author, and any links to third-party websites or third-party content hosted on the Platform are done at the request of the operator or author for the purpose of promoting their offers, products, and services. We do not function as an agent, representative, partner, or in any other role on behalf of such operator or author, unless otherwise specified.

9. Affiliate Program

- a) We may run an affiliate program for the Platform from time to time that will allow you to refer non-users (Converted Customers) to the Platform in exchange for an affiliate credit.
- b) The affiliate credit will be calculated as a percentage of any fee charged by us for a Transaction (but not on any other charges, fees, levies, etc) carried out by the converted customer.
- c) The percentage used to calculate the affiliate credit:
 - (i) will be specified on the Platform. The affiliate credit rates are subject to change, and we have the right to change or discontinue them at any time; and
 - (ii) will be the current percentage set by us for a transaction carried out by a converted customer, regardless of the time they became customers.
- d) Subject to this section, you will be eligible to receive the affiliate credit and any such affiliate credit will accrue to your NFT Artist Management account for as long as you as a customer keep your account with us, provided you are not in breach of these Terms of Use.
- e) If you accumulate more than \$50 in your account as affiliate credit and provided your account has been verified in accordance with these Terms of Use, we will

automatically make your affiliate credit balance available for withdrawal or use on the Platform.

- f) All affiliate programs will be operated at our exclusive discretion, and we have the right to activate, modify, or terminate them at any time. If a new affiliate program is launched, you will be contacted via email about the new partner program and our plan to transfer you to it.
- g) Affiliate credits will be received only if you follow the terms and conditions of the affiliate program you've signed up for. This includes any new affiliate credits earned from clients who were converted before the program was switched.
- h) You understand and agree that the affiliate credit may change as a result of any variations in the service fees we are authorized to charge under this Agreement.
- i) You agree that you will not use your own affiliate link to create and register an alternate account for yourself outside of an approved business account. This practice will be considered abuse of the affiliate program and may result in immediate termination of your referral account and forfeiture of your accumulated affiliate credit and bonus.

10. Third-Party Service Providers

We may use third parties to process transactions or payments, to conduct risk analysis and/or offer Crypto digital assets, as applicable for the requested Transaction and for the selected payment method. Third Party Service Providers may include, without limitation, exchange platforms.

At our sole discretion, we have the right to change or replace any third-party Service Provider. Third-party Service Providers' services are governed solely by their terms of service, and we have no responsibility or liability for their conduct or omissions, or any consequences thereof.

We take no responsibility for any third-party Service Provider delay, error, conduct, or omission.

11. Third-Party Links

- a) Links to (and integrations with) websites owned and maintained by third parties may be found on the Platform. Other suppliers and service providers who supply goods or services in conjunction with the Services may fall under this category. We have no control over these third-party websites, which are subject to their own terms and conditions and privacy policies.
- b) You acknowledge and agree that when you access a third-party website available via a link contained on the Platform:

- (i) you do so at your own risk and understand that you should review the privacy policy and terms and conditions of that website;
- (ii) NFT Artist Management are not responsible for the content, accuracy, lawfulness, or suitability of that third-party website, or any other aspect of it; and
- (iii) you acknowledge and agree that we will not be liable for any loss or damage experienced by you or any other person as a result of or in connection with your access or use of any third-party website accessible via a link on the Platform, to the fullest extent permitted by applicable law.

12. Service and Conversion Fees

- a) A conversion fee applies to all transactions where coins, tokens, NFTs, fiat currencies, and digital assets are purchased, sold or traded.
- b) By using the NFT Artist Management Platform, you accept and acknowledge that we may adjust our conversion fees at any time. At the time of the transaction, NFT Artist Management will inform you of the conversion fees that apply to your transaction.
- c) A conversion rate is applied to all purchases, sales, and trades of coins, tokens, NFTs, fiat currencies, and digital assets. By using the Platform, you agree to the conversion rate that may be in effect at any moment. NFT Artist Management will inform you of the conversion rate that will apply to your transaction after it is completed.
- d) If NFT Artist Management suspect that a conversion transaction has been used for illegal or fraudulent purposes, we may postpone, suspend, or cancel it.
- e) You must pay NFT Artist Management the Service Fees, as well as any other commissions and/or fees that may be indicated on the Platform from time to time, in exchange for the Services.
- f) NFT Artist Management may change the Service Fees and add additional fees or commissions from time to time at our discretion, with 7 days' notice. Changes to Service Fees will apply to services provided from the expiry of the notice period.
- g) Payments that exceed the Platform's thresholds and limits may be held for longer periods of time (depending on support load) and subject to manual processing fees or charges.
- h) You acknowledge and agree that where a request for any payment (whether pursuant to a Transaction or by way of a transfer from your bank account, or as part

of the Service Fees) is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Service Fees.

- i) Service Fees are non-refundable unless we decide otherwise, which we have the authority to do at our sole discretion and on a case-by-case basis.
- j) The Service Fees, as well as any other amounts owed, will be deducted automatically from any Transaction or other digital assets in your account.
- k) If you fail our account verification process and/or are sent an closure notice regarding your account for any reason, then the following process will apply to any request for refund of deposits that you may have made with us:
 - (i) you must request your financial institution to contact our financial institutions and subsequent payment processors and initiate a payment investigation or request for reversal of Deposits.
 - (ii) our financial institutions and subsequent payment processors will contact us and take our approval for any refund of Deposits, which approval may be withheld at our discretion and/or subject to our internal control process.
- l) If your financial institution does not notify our financial institutions and subsequent payment processors within 30 days of receiving the Account Closure Notice (and you do not provide us with a valid reason), your account will be marked as "dormant" in our records. While your account is 'dormant,' we will be able to take any relevant administration fees from the deposits in your account on a monthly basis. We have the right to cancel your account if there is no money left in it (for example, because all funds have been utilised to pay the administration fees).
- m) If there are technical issues that prevent us from completing the transaction, or if NFT Artist Management is unable to complete the transaction, we reserve the right to delay, suspend, or cancel the trade or transaction. This could be due to reliance on a third-party supplier, or because we have a reasonable suspicion that the trade is vulnerable to unlawful behaviour or fraud, technical issues, or a law enforcement action.

13. Transfers Out of Platform

- a. You are responsible for the transfer of any cryptocurrency out of your NFT Artist Management account to other wallets, or trading platforms.
- b. You recognise and accept that once you have transferred cryptocurrencies from your account to another wallet or trading service, we will not be accountable or liable for them.

- c. It is your responsibility for ensuring that the recipient wallet address is correct prior to submitting any withdrawal transaction(s).
- d. NFT Artist Management takes no responsibility for validating recipient addresses for withdrawals from your Account because all Cryptocurrency transactions are irreversible once sent. Once a transfer has been made, NFT Artist Management is unable to cancel it.
- e. You must take precautions when withdrawing and storing your Cryptocurrency, especially when withdrawing from your Account to an overseas-based provider.

You acknowledge and agree that:

- i. it is your responsibility to ensure that any withdrawals from your Account are sent to a valid and correct address and for a valid purpose;
- ii. we are not under any obligation to verify a withdrawal address or identify whether a withdrawal may be the subject of scam regardless of whether a scam has been listed on this website or not; and
- iii. under no circumstances, will we be responsible or liable to you for any loss resulting from any transfer from your account regardless of whether the scam is specifically stated in our announcements or published on our website.

14. Staking

- a. Our staking services are held on reputable third-party platforms and liquidity providers that we partner with for a convenient, simple and user-friendly way of accessing staking in decentralised protocols.
- b. To access our staking services, you must access your NFT Artist Management account and navigate to our staking portal to see the eligible coins, tokens, NFTs and other digital assets that are available for staking.
- c. By allocating eligible coins, tokens, NFTs and other digital assets for staking in your wallet, you acknowledge and agree that you have read, understood and agree to all the terms and conditions that apply to our staking services.
- d. You can only access our staking services for eligible coins, tokens, NFTs and digital assets held in your account from time to time. We will publish a list of coins, tokens, NFTs and other digital assets eligible for staking on our website from time to time.
- e. We may (in our absolute discretion) add or remove coins, tokens, NFTs and other digital assets from the list for any reason. If we remove a coin, token, NFT or other digital asset from the list, they will be immediately and automatically unallocated for

staking and we will distribute any accrued but unpaid staking rewards to you.

- f. We will credit any staking rewards for a coin, token, NFT or other digital asset to your account at the time or intervals disclosed on our website or as otherwise when we consider appropriate. We do not guarantee the amount of any staking rewards or that staking rewards will be paid at all. The decentralised protocol calculates any staking rewards payable and is responsible for paying any staking rewards.
- g. Each decentralised protocol has a unique algorithm for calculating staking rewards.
- h. Any staking rewards credited to your account are final and binding, except in circumstances that are in accordance with these Terms of Use. You are not entitled to, and have no rights to deal in, any staking rewards until those rewards have been credited to your account.
- i. For convenience, we will publish on our website the staking rewards payable for any coins, tokens, NFTs or other digital assets but you acknowledge and agree that any rate published is based on the rate paid by the decentralised protocol and may differ to the actual staking rewards payable at any given point of time.
- j. When you allocate a coin, token, NFT or other digital asset for staking in your wallet, the coins, tokens, NFTs or other digital assets are locked and you cannot trade or withdraw them from your account until you have unallocated them in your wallet. Once you have unallocated the coins, tokens, NFTs or other digital assets, you can trade or withdraw them in accordance with these Terms of Use.
- k. Your account will record:
 - i. all coins, tokens, NFTs or other digital assets that have been allocated for staking in your wallet and are locked; and
 - ii. all staking rewards paid to your account;
- l. If you unallocate your coins, tokens, NFTs or other digital assets in your wallet and close your account, you will automatically forgo any accrued by unpaid staking rewards. You acknowledge and agree that we may retain any lost rewards for our own benefit, or alternatively, donate them to a charity

and do not have any obligation to locate you and transfer any lost rewards to you.
- m. While NFT Artist Management strives to make our staking services available 24 hours a day, 7 days a week, we cannot promise this or that your access will be uninterrupted or error-free.
- n. If there is a problem with our staking services, we will try to resolve it as quickly as possible. However, you acknowledge and accept that any disruption or error

caused by a decentralised protocol is beyond our control. Your coins, tokens, NFTs, or other digital assets may not be staked in the decentralised protocols if our staking services are stopped or unavailable for any reason, and this may affect the amount of staking rewards payable to you.

- o. Staking entails substantial risks, and if staked coins, tokens, NFTs, or other digital assets are slashed, the losses can be significant. Depending on your financial situation and risk tolerance, you should carefully analyse and assess whether staking is appropriate for you.
- p. You acknowledge and agree that you access our staking rewards “as is” and at your own risk. We strongly recommend that you do your own research and obtain your own advice if you are unsure.
- q. For the avoidance of doubt:
 - i. The indemnity in clauses this Agreement apply to our staking services; and
 - ii. The limitation of liability in this Agreement apply to our staking services; and
 - iii. The warranties disclaimer in this Agreement applies to our staking services.

15. Intellectual Property

NFT Artist Management represents and warrants that it is the absolute legal and beneficial owner of, or licensee to, all right, title and interest in the Site and the NFT Artist Management Platform including but not limited to, all Intellectual Property Rights in the Site and the NFT Artist Management Platform.

By accepting this Agreement, You expressly acknowledge and agree that all rights, title, and interest in the Site and the NFT Artist Management Platform remain the property of NFT Artist Management and unless expressly provided, nothing in this Agreement grants You any Intellectual Property Rights in the Site and the NFT Artist Management Platform.

Notwithstanding the above, NFT Artist Management grants You a revocable, non-exclusive, non-transferrable, worldwide, royalty-free licence, during the term of this Agreement, to use the Site, the NFT Artist Management Platform, and the Services in accordance with, and subject to the restrictions imposed by this Agreement.

This licence includes a grant for usage of the Site, the NFT Artist Management Platform and all updates, upgrades, new versions and replacement applications.

We do not own, control nor have any responsibility or liability for any third-party software applications You elect to use with the Site and the NFT Artist Management Platform in connection with our Services.

16. Your obligations as a Member

- a) As a Member, you agree to comply with the following:
- (i) you will use the Services only for purposes that are permitted by:
 - 1) the Terms; and
 - 2) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify NFT Artist Management of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of NFT Artist Management providing the Services;
 - (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of NFT Artist Management;
 - (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
 - (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by NFT Artist Management for any illegal or unauthorised use of the Website; and
 - (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

17. Payment

- a) Where the option is given to you, you may make payment of the Subscription Fee by way of:
- i. Electronic funds transfer ('EFT') into our nominated bank account
 - ii. Credit Card Payment ('Credit Card')

- iii. Cash ('Cash')
 - iv. Acceptable Cryptocurrencies
- b) All payments made in the course of your use of the Services are made using the NFT Artist Management Store. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the NFT Artist Management Store terms and conditions which are available on their website.
 - c) You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Subscription Fee.
 - d) You agree and acknowledge that NFT Artist Management can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

18. Tax

It is your responsibility to determine what, if any, taxes apply to the transactions that You have submitted transaction details for, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that NFT Artist Management is not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any transactions.

19. Warranty

- (a) NFT Artist Management's Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the '**Warranty**').
- (b) You may make a claim under this clause (the '**Warranty Claim**') for material defects and workmanship in the Products within 12 months from the date of purchase (the '**Warranty Period**').
- (c) In order to make a Warranty Claim during the Warranty Period, you must provide proof of purchase to NFT Artist Management showing the date of purchase of the Products, provide a description of the Products and the price paid for the Products by sending written notice to NFT Artist Management at Unit 8/94 George Street, Beenleigh, Queensland, 4207 or by email at support@ndigi.world.

- (d) Where the Warranty Claim is accepted then NFT Artist Management will, at its sole discretion, either repair or replace any defective Products or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. You acknowledge and agree that you will be solely liable for any postage or shipping costs incurred in facilitating the Warranty Claim.
- (e) The Warranty shall be the sole and exclusive warranty granted by NFT Artist Management and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Products to which this warranty relates.
- (f) All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.
- (g) The Warranty does not apply to any appearance of the supplied Products nor to the additional excluded items set forth below nor to any supplied Products where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.

20. Delivery

- (a) You acknowledge that the Purchase Services offered by NFT Artist Management integrate delivery (the '**Delivery Services**') through the use of third party delivery companies (the '**Delivery Service Providers**').
- (b) In providing the Purchase Services, NFT Artist Management may provide you with a variety of delivery and insurance options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that NFT Artist Management is not the provider of these delivery and insurance options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.
- (c) In the event that an item is lost or damaged in the course of the Delivery Services, NFT Artist Management asks that you:
 - (i) contact the Delivery Service Provider directly to request a refund or to claim on any insurance options available; and
 - (ii) contact us by sending an email to support@ndigi.world outlining in what way the Products were damaged in transit so we are able to determine if the Delivery Service Provider should be removed from the Purchase Services.

21. Daily limits

Daily limits on the frequency and volume of transactions will be determined by NFT Artist Management and based on the amount of available for sale as well as the demand for from

buyers.

NFT Artist Management cannot guarantee that any items, tokens, crypto, or otherwise will always be available on the Exchange to buy and/or sell.

DAILY LIMIT – SELLERS ARE PERMITTED TO CONDUCT ONE TRANSACTION IN EACH 24 HOUR PERIOD.

SELLERS ARE PERMITTED TO CONDUCT ONE TRANSACTION IN EACH 24-HOUR PERIOD.

22. Refund Policy

NFT Artist Management will only provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if the manager of NFT Artist Management makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances.

Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (the '**Refund**').

23. Copyright and Intellectual Property

- a) The Website, the Services and all of the related products of NFT Artist Management are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by NFT Artist Management or its contributors.
- b) All trademarks, service marks and trade names are owned, registered and/or licensed by NFT Artist Management, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (i) use the Website pursuant to the Terms;
 - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (iii) print pages from the Website for your own personal and non-commercial use.

NFT Artist Management does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by NFT Artist Management.

- (c) NFT Artist Management retains all rights, title and interest in and to the Website

and all related Services. Nothing you do on or in relation to the Website will transfer any:

- (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- (d) You may not, without the prior written permission of NFT Artist Management and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

24. Privacy

- a) NFT Artist Management takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to NFT Artist Management Privacy Policy, which is available on the Website.
- b) As a third-party record keeper, NFT Artist Management will not collect or otherwise deal in commercially sensitive information, except to the extent necessary to operate the NFT Artist Management Platform, or as set forth in the Privacy Policy.
- c) The Site may contain links or portals to third party websites not under our control or operation. Any such links are provided only as a convenience and do not imply our endorsement or responsibility for the contents of any such linked site. Use of any such third-party content provided via the Site may also be conditioned upon agreement to such third party's terms and conditions. The Site simply facilitates your interaction with such third parties. NFT Artist Management is not responsible for any issues or disputes between You and such third party.

25. General Disclaimer

- a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are

not expressly stated in the Terms are excluded; and

- (ii) NFT Artist Management will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of NFT Artist Management make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of NFT Artist Management) referred to on the Website, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of NFT Artist Management; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.

For further details see (<https://ndigi.world/disclaimer>)

26. Limitation of liability

- a) NFT Artist Management's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- b) You expressly understand and agree that NFT Artist Management, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any

direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

- c) You acknowledge and agree that:
 - i. NFT Artist Management is not acting on your behalf in any capacity. For the avoidance of doubt NFT Artist Management is not your broker, intermediary, agent or advisor and has no fiduciary relationship or obligation to You in connection with any transactions or other decisions or activities which are the result of your use of the Site, the NFT Artist Management Platform and the Services, and
 - ii. no communication or information provided to You by NFT Artist Management shall be construed as any type of advice.

27. Termination of Contract

- a) The Terms will continue to apply until terminated by either you or by NFT Artist Management as set out below.
- b) If you want to terminate the Terms, you may do so by:
 - (i) not renewing the Subscription prior to the end of the Subscription Period;
 - (ii) providing NFT Artist Management with 14 days' notice of your intention to terminate; and
 - (iii) closing your accounts for all of the services which you use, where NFT Artist Management has made this option available to you.

Your notice should be sent, in writing, to NFT Artist Management via the 'Contact Us' link on our homepage.

- (c) NFT Artist Management may at any time, terminate the Terms with you if:
 - (i) you do not renew the Subscription at the end of the Subscription Period;
 - (ii) you have breached any provision of the Terms or intend to breach any provision;
 - (iii) NFT Artist Management is required to do so by law;
 - (iv) the provision of the Services to you by NFT Artist Management is, in the opinion of NFT Artist Management, no longer commercially viable.
- (d) Subject to local applicable laws, NFT Artist Management reserves the right to

discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts NFT Artist Management's name or reputation or violates the rights of those of another party.

28. Indemnity

- a) You agree to indemnify NFT Artist Management, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- i. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - ii. any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - iii. any breach of the Terms.

29. Dispute Resolution

a) **Compulsory:**

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

b) **Notice:**

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

c) **Resolution:**

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties** ') must:

- (i) Within 30 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (ii) If for any reason whatsoever, 30 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be

appointed by the President of the Australian Mediation Society, or an independent mediator agreed upon by the parties, or his or her nominee;

(iii) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(iv) The mediation will be held in Beenleigh, Queensland, Australia.

(d) **Confidential:**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

(e) **Termination of Mediation:**

If 30 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

30. Venue and Jurisdiction

(a) The Services offered by NFT Artist Management are intended to be utilised by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

31. Governing Law

a) The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

32. Independent Legal Advice

a) Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties are taken to have had the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

33. Severance

- (a) If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

34. Market Volatility

Particularly during periods of rapid movement, heightened volume, illiquidity or volatility in the marketplace for any digital currency or fiat, the actual market rate at which a transaction is executed may be different from the prevailing rate indicated via the Services at the time of your order or transaction. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event (as set out in Section 17), NFT Artist Management may do one or more of the following:

- (a) suspend access to the Site, the NFT Artist Management Platform or the Services;
or
- (b) prevent You from completing any actions via the Site, the NFT Artist Management Platform or the Services, including closing any open positions.

Following any such event, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

35. Due Diligence and “Know Your Customer” (KYC) Obligations

We are required to comply with all the laws binding on us including but not limited to the Australian and New Zealand Anti-Money Laundering and Countering Financing of Terrorism laws. To meet these requirements, we are required to conduct customer due diligence on You, persons acting on your behalf and other relevant persons such as your beneficial owners or persons who have effective control of You as a customer. We will not be able to transact or continue to transact with You until this is completed to the standard required by legislation.

We will advise You what information and documents are required for these purposes. This information could include formal identification, address confirmation, source of funds, transaction details, ownership structures, tax identification details, and other information considered relevant. You must ensure that the information and documents requested are provided promptly to avoid any delays.

We will retain the information and documents and may be required to disclose them to government agencies as required by law. We may not be permitted to advise You of the instances when we are required to disclose the information.

36. Accuracy of Information provided by You

You represent and warrant that any information You provide NFT Artist Management is accurate

and complete. You accept and acknowledge that NFT Artist Management is not responsible for any errors or omissions that You make in connection with any transaction initiated via the NFT Artist Management Platform.

37. Availability of our Services

We may release products, services, functionalities or features that we are still testing and evaluating. We will label such services as “beta”, “preview”, “early access” or “trial” or any words or phrases with similar meanings. You understand that these services may not be as reliable as other products or services we offer.

We will try our best to ensure the Site and the NFT Artist Management Platform is always available, but we do not guarantee that the operation of or access to the Site or the NFT Artist Management Platform will be uninterrupted or continuous. The Site or the NFT Artist Management Platform may be interrupted for maintenance, repairs, upgrades and network or equipment failures.

38. Risks

By making use of the NFT Artist Management Platform and the Services You acknowledge and agree that:

- a) You are aware of the risks associated with transactions involving digital currencies;
- b) You shall assume all risks related to the use of the Services and transactions on the NFT Artist Management Platform;
- c) NFT Artist Management shall not be liable for any such risks or adverse outcomes;
- d) You are aware that prices and values can and do fluctuate significantly from time to time, as a result the price of your investments may increase or decrease in value, this includes any other digital currency You may transact with on the NFT Artist Management Platform;
- e) You understand digital currencies or cryptocurrencies have heightened risks not generally shared with conventional currencies, goods, or commodities in a market.
- f) Digital currency or cryptocurrency is susceptible to loss of confidence which could collapse demand relative to supply.
- g) There may be additional risks that have not been foreseen or identified in this Agreement. You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling, or trading digital currency, or cryptocurrency.
- h) We use our financial service providers in order to receive client moneys and make payments. Our financial service providers do not transfer digital currencies, cryptocurrencies, exchange digital currencies, or provide any services in connection with digital currencies or cryptocurrencies.

39. Maintaining Your NFT Artist Management account and Wallet

We are vigilant in maintaining the security of our Site, the NFT Artist Management Platform and Services. By downloading a Wallet and registering for a NFT Artist Management account, You agree to provide accurate, current and complete information and to keep such information updated. You agree that You will not use any Wallet to access the NFT Artist Management Platform other than your own or access the Wallet or NFT Artist Management account of any other User. You agree not to assist others in obtaining unauthorised access to the NFT Artist Management Platform.

If there is suspicious activity related to your NFT Artist Management account, we may request additional information from You, including authenticating documents, and may freeze any transactions pending our review. You are obligated to comply with these security requests or accept suspension of your NFT Artist Management Account. You are required to advise NFT Artist Management immediately of any unauthorised use of your NFT Artist Management account or any other breach of security.

You agree that NFT Artist Management shall have the right to immediately suspend, freeze or lock your access to the Site, the NFT Artist Management Platform, the Services and your NFT Artist Management account for any reason including if you are in violation of the Agreement or any applicable laws and regulations. You may be thereafter held liable for losses incurred by NFT Artist Management Pty Ltd., or any other User.

You are solely responsible for maintaining the security of your Wallet which includes the Private Key, Passcode and any associated Mnemonic Seed Phrase.

You must keep your Private Key, Passcode and Mnemonic Seed Phrase information secure. Failure to do so may result in the loss of control of or loss of any associated with the Wallet. You acknowledge that backing up your wallet is your responsibility and NFT Artist Management will not be held accountable should you fail to do so. Do not share your passcode and or seed phrase with anyone.

Your Mnemonic Seed Phrase must be saved and used in numeric order.

If You have not safely stored a backup of any Wallet address and Private Key pairs maintained in your Wallet, you accept and acknowledge that the Wallet will become inaccessible if You do not have your Private Key, Passcode and Mnemonic Seed Phrase.

40. Liability

By accepting this Agreement and using the Site, the NFT Artist Management Platform and Services, You acknowledge and agree that as permitted by applicable law, in no event shall NFT Artist Management., its subsidiaries or affiliates, or any of their respective employees, officers, directors or agents

be liable for any direct or indirect lost profits or lost business damages, indirect, incidental, special, consequential or punitive damages arising out of, or related to your use of the Site, the NFT Artist

Management Platform and Services or your violation of this Agreement.

NFT Artist Management will not be held liable for any loss or damage arising from your failure to maintain the confidentiality of your NFT Artist Management account.

You acknowledge and agree that:

- (i) NFT Artist Management is not acting on your behalf in any capacity. For the avoidance of doubt NFT Artist Management. is not your broker, intermediary, agent or advisor and has no fiduciary relationship or obligation to You in connection with any transactions or other decisions or activities which are the result of your use of the Site, the NFT Artist Management Platform and the Services, and
- (ii) no communication or information provided to You by NFT Artist Management shall be construed as any type of advice.

41. Force Majeure

NFT Artist Management shall be excused from performance under this Agreement to the extent it is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from:

- (a) weather conditions or other elements of nature or acts of God;
- (b) pandemics, acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion;
- (c) quarantines or embargoes;
- (d) labour strikes;
- (e) error or disruption to major computer hardware or networks or software failures; or
- (f) other causes beyond the reasonable control of NFT Artist Management.

42. Assignment

You may not assign this Agreement, or any rights, benefits, or obligations hereunder, by operation of law or otherwise, without the express written permission of NFT Artist Management. Any attempted assignment that does not comply with this Agreement shall be null and void. NFT Artist Management may assign this Agreement, in whole or in part, to any third-party in its sole discretion.

43. Entire Agreement

These Terms of Use, including, without limitation, the incorporated Privacy Policy, and other terms incorporated by reference, constitute the entire agreement and understanding between You and NFT Artist Management with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between You and NFT Artist Management with respect to such subject matter.

44. Termination of Agreement

NFT Artist Management may terminate this Agreement or suspend your access to the Site, the NFT Artist Management Platform and Services at any time without notice to You, including without limitation if You breach this Agreement, or if NFT Artist Management discontinues the Site, the NFT Artist Management Platform or Services.

You may terminate this Agreement with NFT Artist Management, following settlement of any pending transactions.

In the case of any of the following events, NFT Artist Management shall have the right to terminate your use of the Site, the NFT Artist Management Platform, the Services and your NFT Artist Management account:

- a. You register in any other person's name to use either the Site, the NFT Artist Management Platform, the Services and/or your NFT Artist Management account;
- b. The information You have provided is untruthful, inaccurate, outdated or incomplete;
- c. When this Agreement is amended, you state your unwillingness to accept the amended Agreement; and
- d. Any other circumstances where NFT Artist Management deems it should terminate your access to the Site, the NFT Artist Management Platform, the Services and/or your NFT Artist Management account.

45. Variation

NFT Artist Management may amend the Agreement from time to time by posting the updated terms on the Site. If material changes are made, NFT Artist Management will notify You of the changes before they become effective. By continuing to use the Site, the NFT Artist Management Platform and the Services after the changes come into effect means that You agree to be bound by the revised Agreement.

NFT Artist Management will not be in breach of the Agreement if we take steps in order to enable us to comply with any laws or other legal obligations.

NFT Artist Management will not be in breach of the Agreement if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security of the system.

46. Notices

You agree that, subject to applicable law, NFT Artist Management will give all notices or other communications to You under or in connection with the Agreement by push notification and/or email to your email address last known to NFT Artist Management or which You last gave for sending notices and communications to You. It is your responsibility to ensure that has

your current email address for this purpose. NFT Artist Management will not be responsible if You do not receive a communication as a result of not providing NFT Artist Management with your current email address.

If a law prohibits the giving of notices or other communications by electronic communication, then subject to the requirements at law, NFT Artist Management may give the notice or other communication by writing to You at your residential or postal address last known to us.

If NFT Artist Management gives a notice or other communication to You by email, the content of the notice or communication may be:

- (a) Set out in the body of the email;
- (b) Included as an electronic document attached to the email; or if NFT Artist Management gives a notice or other communication to You:
- (c) By writing to You – You are considered to have received it when it is delivered to or picked up by the local postal service;
- (d) Electronically – You are considered to have received it on the day it is transmitted.

You agree that any notice or other communication You send to NFT Artist Management under, or in connection with the Agreement must be sent or delivered to our registered office (Office Address: Unit 8/94 George Street, Beenleigh, 4207 QLD Australia) or otherwise be delivered in accordance with the Agreement or an instruction received from us.

Approved by

Signature:



Full Name: Aaron Troy Cassar

Date: 29th April 2022