

indaStars Terms & Conditions (as of October 21st, 2021)

1. INTRODUCTION

IDH Media Limited a company established under the laws of Ireland with its seat in Dublin, address: 22 Northumberland Road, Ballsbridge, Dublin 4, D04 ED73, Ireland, registered in Registrar of Companies under the register number: 563441 (“**indaStars**”, “**we**”, “**us**”, “**our**”) provides its marketplace and services described herewith below to you (“**you**” or “**User**”) through its website, platform, and marketplace located at indaStars - Digitally signed collections from beloved creators! (indahash.com) and indastars.com (the “**Platform**”), subject to the following Terms and Conditions (the “**Terms**”, “**Terms and Conditions**” “**T&C**”).

By signing up for an account on the Platform or otherwise using or accessing the Platform, you acknowledge that you have read and agree to these Terms. The Privacy Policy and other additional terms, guidelines, and rules as set forth on the Platform are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED THEREIN, YOU AND COMPANY AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED AMICABLY, INCLUDING THROUGH MEDIATION, AND YOU AND COMPANY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT.

We reserve the right, at our sole discretion, to change or modify portions or the full wording of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. We will also notify you, either through the Platform user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Platform will be effective immediately. Your continued use of the Platform and after the date any such changes become effective constitutes your acceptance of the new Terms and Conditions.

By signing up for an account on the Platform you are entering into a contract with indaStars, i.e. IDH Media Limited, a company incorporated in Ireland with company register number 563441 and registered address at 22 Northumberland Road, Ballsbridge, Dublin 4, D04 ED73, Ireland.

2. About indaStars

indaStars is a platform for brands, Internet users, influencers and other artists (“**Creators**”) and collectors, including followers of Creators (“**Fans**”) (each of them also herein as the “**User**”) functioning as a marketplace, that runs on the Polygon network, using smart contracts that provide an immutable ledger of all transactions that occur on the Platform. Using these smart contracts, users can create, buy, transfer and trade unique digital asset (the “**Digital Asset**”) (each a “**Transaction**”) in the form of a non-fungible token (“**NFT**”).

[Lack of control]

All Digital Assets are outside of the control of any one party, including indaStars, and are subject to

many risks and uncertainties. We neither own nor control Venly, Coinbase, the Ethereum network, Polygon protocol and Polygon network, payment gateways available on the Platform, your browser, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your Transactions or any other interaction with any such third parties. The User understands that your Polygon public address will be made publicly visible whenever you register or engage in the Transaction on the Platform. As a marketplace, indaStars cannot make any representation or guarantee that Creators will achieve any particular outcome as the result of creating their Digital Asset on the Platform.

3. **How can I use indaStars?**

[Technical Requirements]

The easiest way to use the Platform is via a web browser, e.g. Google Chrome.

Once you have installed your browser, go to the Platform website indaStars - Digitally signed collections from beloved creators! (indahash.com) or indastars.com to sign up and create an account (the "**Account**"). In order to create the Account you also must read and accept (i) these Terms, (ii) Privacy Policy, (iii) data protection checkboxes, as well as provide your email address and set up your password. indaStars may also introduce in future a possibility to use your google account or facebook account in order to go through the sign up process. Before you access the Platform you shall also introduce the 5 digit security code sent to your email address verifying your email address possession. The last step is creation of a master pin - a 4 digit number acting as a master key (the "**Master Pin**") that will grant you secure access to your wallet and allow you to perform Transactions.

The Platform is based on **Polygon Pos Chain**, secured by a permissionless set of Proof-of-Stake validators and checkpoints submitted to Ethereum.

indaStars informs that the Platform uses **Venly Wallet** that constitutes an integral part of the Platform as a tool (an electronic wallet) to store User's funds and collect NFT, enabling you to sell, store, and engage in Transactions. Therefore, in order to get access to the Platform your Venly Wallet will be automatically created and connected to the Platform. The creation and connection process is free of charge and occurs automatically during the Platform's sign up process. Finalizing the Platform's sign up process you accept Venly's Terms and Conditions, Privacy Policy and other terms available at Venly.

[Your indaStars Account]

You must create the Account within the Platform to use all functionalities and services available therein. By creating an account, you agree to provide accurate, current and complete account information about yourself, and to maintain and promptly update, as necessary, your account information. For further information on how we use that information, please see our Privacy Policy.

You understand that your Account is limited solely to you. You agree that you will not grant access, in any way, to any person without our prior written permission. You understand that you are solely responsible for maintaining the security of your Account and control over any usernames, private keys, or any other authentications or codes that you use to access the Platform. Any unauthorised access to your account could result in the loss or theft of Digital Assets and/or funds in any linked accounts. You understand and agree that you will not hold us responsible for managing and

maintaining the security of your Account and your Venly Wallet. You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorised access to, or use of, your account or your Venly Wallet.

You alone are responsible for monitoring your Account. If you notice any unauthorised or suspicious activity in your account, please notify us immediately at support@indastars.com.

You will not be able to engage in any Transactions on the Platform other than through your browser. The Platform will only recognize you as the User, and you will only be able to interact with the Platform, if your Venly Wallet is connected and unlocked. There is no other way to sign up as the User, or to interact directly with the Platform.

Any Transactions on the Platform are facilitated and run by Venly all Transactions are governed by Venly' terms and conditions.

[Your Registration Obligations]

Anyone can browse the Platform without registering for an account. You may be required to register providing additional data such as e-mail address in order to access and use certain features on the Platform, such as participating as a Creator or Fan. If you choose to register for the Platform, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form. Registration data and certain other information about you are governed by our Privacy Policy.

You must be at least 18 years old, have not limited legal rights to register for an account and to use any available therein functionalities. Moreover, by accepting these Terms you confirm that You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account.

If you are a company or represent other legal person and you access the Platform and use available therein functionalities, by accepting these Terms you are confirming to us that you have the proper legal authority resulting from your local laws to accept these Terms on that company's/legal person's behalf. If you do not have that authority, you must not use the Platform.

[Member Account, Password, and Security] You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (i) immediately notify indaStars of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session when accessing the Platform. indaStars will not be liable for any loss or damage arising from your failure to comply with this Section.

[Modifications to the Platform]

indaStars reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that indaStars will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform.

4. What are the rules for using the Platform?

[User Obligations]

When using the Platform, no User is allowed to:

- manipulate the price of a Digital Asset in any way, including bidding on your own items, preventing bidding, or using the Platform to conceal economic activity;
- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party, (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships, (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, (iv) poses or creates a privacy or security risk to any person, (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation, (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable, or (vii) in the sole judgment of indaStars, is objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or which may expose indaStars or its Users to any harm or liability of any type;
- interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform; or
- violate any applicable local, state, national or international law, or any regulations having the force of law, or which would involve proceeds of any unlawful activity;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other Users from the Platform by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Platform;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its Users for any unauthorized purpose;
- create user accounts by automated means or under false or fraudulent pretenses;
- access or use the Platform for the purpose of creating a product or service that is competitive with any of our products or services.

5. What are the intellectual property rights on the Platform?

[Creator Rights]

The Creator owns all legal rights, title, and interest in all intellectual property rights underlying the Digital Asset minted by the Creator on the Platform, including but not limited to copyrights and trademarks. As the copyright owner, the Creator has the right to reproduce, prepare derivative Digital Asset, distribute, and display or perform the Digital Asset.

The Creator hereby acknowledges, understands, and agrees that launching a Digital Asset on the Platform constitutes an express and affirmative grant to indaStars, its affiliates and successors a non-exclusive, world-wide, assignable, sublicensable, perpetual, and royalty-free license to make

copies of, display, perform, reproduce, and distribute the Digital Asset on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising the Platform, or any other purpose related to the Platform or indaStars, including without limitation, the express right to: (i) display or perform the Digital Asset on the Platform, a third party platform, social media posts, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public; (ii) create and distribute digital or physical derivative Digital Asset based on the Digital Asset; (iii) indexing the Digital Asset in electronic databases, indexes, catalogues; and (iv) hosting, storing, distributing, and reproducing one or more copies of the Digital Asset within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or causing, directing, or soliciting others to do so.

Creators expressly represent and warrant that their Digital Assets listed on the Platform contains only original content otherwise authorized for use by the Creator, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Creator, not authorized for use by the Creator, not in the public domain, or otherwise without a valid claim of fair use, the Creator further represents and warrants that it has permission to incorporate the unoriginal content.

[Fans Rights]

Fans receive a cryptographic token ERC-1155, representing the Creator's Digital Asset as a piece of property, but do not own the creative work itself. Fans may display and share the Digital Asset, but Fans do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Digital Asset, excepting the limited license to the Digital Asset granted by these Terms. Upon collecting a Digital Asset, Fans receive a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to display the Digital Asset legally owned and properly obtained by the Fan.

The Fan's limited license to display the Digital Asset , includes, but is not limited to, the right to display the Digital Asset privately or publicly: (i) for the purpose of promoting or sharing the Fan's purchase, ownership, or interest, (ii) for the purpose of sharing, promoting, discussing, or commenting on the Digital Asset; (iii) on third party marketplaces, exchanges, platforms, or applications in association with an offer to sell, or trade, the Digital Asset; and (iv) within decentralized virtual environments, virtual worlds, virtual galleries, or other navigable and perceivable virtual environments.

Fans have the right to sell, trade, transfer, or use their Digital Assets, but Fans shall not make any kind of commercial use of the Digital Assets.

The Fan agrees that it may not, nor permit any third party, to do or attempt to do any of the foregoing, without the Creator's express prior written consent in each case: (i) modify, distort, mutilate, or perform any other modification to the Digital Asset, which would be prejudicial to the Creator's honor or reputation; (ii) use the Digital Asset to advertise, market, or sell any third party product or service; (iii) use the Digital Asset in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) incorporate the Digital Asset in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these Terms or solely for your Fan's personal, non-commercial use; (v) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Digital Asset; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Asset; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the

same Digital Asset, whether on or off of the Platform; (viii) falsify, misrepresent, or conceal the authorship of the Digital Asset; or (ix) otherwise utilize the Digital Asset for the Fan's or any third party's commercial benefit.

Fans and Creators irrevocably release, acquit, and forever discharge indaStars and its subsidiaries, affiliates, officers, and successors of any liability for direct or indirect copyright or trademark infringement for indaStars' use of a Digital Asset in accordance with these Terms.

[Platform Content, Software and Trademarks]

You acknowledge and agree that the Platform may contain content or features ("**Platform Content**") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by indaStars, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Platform Content, in whole or in part. In connection with your use of the Platform you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by indaStars from accessing the Platform (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Platform or the Platform Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Platform or distributed in connection therewith are the property of indaStars, our affiliates and our partners (the "**Software**"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by indaStars.

indaStars name and logos are trademarks and service marks of IDH Media Limited (collectively the "**indaStars Trademarks**"). Other company, product, and service names and logos used and displayed via the Platform may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to indaStars. Nothing in this Terms and Conditions or the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of indaStars Trademarks displayed on the Platform, without our prior written permission in each instance. All goodwill generated from the use of indaStars Trademarks will inure to our exclusive benefit.

[Third Party Material]

Under no circumstances will indaStars be liable in any way for any content or materials of any third parties (including Users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that indaStars does not pre-screen content, but that indaStars and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Platform. Without limiting the foregoing, indaStars and its designees will have the right to remove any content that violates these Terms or is deemed by Platform, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content and the purchase of any Digital Asset, including any reliance on the accuracy, completeness, or usefulness of such content.

[User Content Transmitted Through the Platform]

With respect to the content, Digital Asset, or other materials you upload through the Platform or share with other users or recipients (collectively, "**User Content**"), you represent and warrant that

you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant indaStars and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Platform or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

Any questions, comments, suggestions, ideas, feedback or other information about the Platform ("**Submissions**"), provided by you to indaStars are non-confidential and indaStars will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

indaStars may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of indaStars, its users and the public. You understand that the technical processing and transmission of the Platform, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

[Copyright Complaints]

indaStars respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify indaStars of your infringement claim in accordance with the procedure set forth below.

indaStars will process and investigate notices of alleged infringement and will take appropriate actions under the applicable intellectual property laws of Ireland with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to support@indastars.com (Subject line: "*Infringement Notice*").

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

[Counter-Notice]

If you believe your User Content that was removed (or to which access was disabled) is not

infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may e-mail us a written counter-notice to support@indastars.com, containing the following information:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of Ireland and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by indaStars we will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 7 (seven) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, up to 14 (fourteen) business days or more after receipt of the counter-notice, at our sole discretion.

6. What fees does indaStars charge?

[Fees]

The use of the Platform is generally free of charge. The only fee indaStars charges is for a preliminary sale of Digital Asset on the Platform (from the Creator to the Fan) (the "**Preliminary Sale**"), as well as for a secondary sale of Digital Asset on the Platform (the "**Secondary Sale**") (the "**Fee**"). The Fee equals 4% of each Transaction's value (i.e., the Preliminary Sale or the Secondary Sale) and the Fee is intended to cover the Transaction costs that the payment gateway charges for its service.

If a given Digital Asset is available "free of charge" and is sent for free, the Fee shall not be charged as there will be no payment made via payment gateway.

indaStars does not generally collect any fees, commissions, or royalties for transactions occurring outside of the Platform. Users irrevocably releases, acquits, and forever discharges indaStars and its subsidiaries, affiliates, officers, and successors of any liability for royalties, fines, or fees not received from any off-market transactions.

All Transactions on the Platform, including without limitation minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are facilitated by smart contracts existing on the Polygon network. The Polygon network requires payment of a transaction fee (a "**Gas fee**") for every transaction that occurs on its network, and thus every transaction occurring on the Platform. The Gas Fee changes, often unpredictably, and is entirely outside of the control of indaStars. However, to make the usage of the Platform easier, Gas fee has been calculated in the fees for preliminary and Secondary Sale charged by indaStars. The User acknowledges that under no circumstances a contract, agreement, offer, sale, bid, or other transaction on the Platform becomes invalid, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given Transaction was unknown, too high, or otherwise unacceptable.

[Taxes]

Users are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with your use of the Platform (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, sale, or creation of any Digital Asset).

[Beta Features]

Certain features on the Platform may be offered while still in “beta” form (“**Beta Features**”). indaStars will utilize best efforts to identify the Beta Features by labeling on its Platform. By accepting these Terms or using the Beta Features, you understand and acknowledge that the Beta Features are being provided as a “Beta” version and made available on an “As Is” or “As Available” basis. The Beta Features may contain bugs, errors, and other problems. **YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE BETA FEATURES, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA.**

7. Risks associated with cryptography

You accept and acknowledge each of the following risks:

- The prices of blockchain assets are extremely volatile. Fluctuations in the price of all kinds of digital assets could materially and adversely affect the value of your NFT, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of NFT will not lose money.
- NFTs are intangible digital assets that exist only by virtue of the ownership record maintained in the Polygon network. All smart contracts are conducted and occur on the decentralized ledger. We have no control over, and make no guarantees, warranties or promises with in relation to smart contracts.
- We will not be liable to you for any losses you incur as the result of your use of the Polygon network. This includes, but is not limited to, losses, damages or claims arising from (i) user error (e.g. forgotten access information (such as passwords, private keys, seeds or mnemonics or incorrectly construed smart contracts or other transactions); (ii) server failure or data loss; (iii) corrupted wallet files; (iv) unauthorised access or activities by third parties, including but not limited to the use of viruses, phishing, or other means of attack against the Platform, the Polygon network, Venly Wallet or any other tool connected to the Platform. We are also not responsible for losses due to blockchains or any other features of the Polygon network of Venly Wallet or any other tool connected to the Platform, including but not limited to late report (or no report) by developers or representatives of any issues with the blockchain supporting the Polygon network, including forks, technical node issues or any other issues having fund losses as a result.
- There are inherent security risks in providing information and dealing online over the internet. indaStars implements appropriate technological and organizational safeguards to reduce the risk of any security breaches which could result in the accidental or unlawful destruction, loss, alteration, disclosure or access to your information. We also release periodic updates to reduce the risk of security incidents.
- There are risks associated with using an Internet-based currency, including, but not limited to, 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 wallet. You accept and acknowledge that indaStars will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Polygon network, however caused.

- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of indaStars ecosystem, and therefore the potential utility or value of NFTs related to Digital Asset available on the Platform.
- The Platform, Polygon, NFTs and Digital Assets could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of indaStars continue to develop the Platform, or which could impede or limit your ability to access or use the Platform or Polygon blockchain, including access to your Digital Assets or other funds, and new regulations or policies may materially adversely affect the development of the indaStars ecosystem, and therefore the potential utility of NFTs.
- You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, digital assets and the Platform, which could result in the theft or loss of your Digital Assets or NFTs. To the extent possible, it is intended to update the protocol underlying the Platform to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Platform, you acknowledge these inherent risks.
- Any use or interaction with the Platform requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Asset on the Platform does not indicate our approval or disapproval of the underlying technology regarding such type of Digital Asset, and should not be used as a substitute for your own understanding of the risks specific to each type of Digital Asset. We make no warranty as to the suitability of the digital assets referenced on the Platform and assume no fiduciary duty in our relations with you.
- Use of the Platform, in particular for creating, buying or selling trading Digital Assets, may carry financial risk. Digital Assets are, by their nature, highly experimental, risky and volatile. You acknowledge and agree that you will access and use the Platform at your own risk. The risk of loss in trading Digital Assets can be substantial. You should, therefore, carefully consider whether such creating, buying or selling digital assets is suitable for you in light of your circumstances and financial resources. By using the Platform, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction conducted via the Platform or any underlying Digital Asset. You accept all consequences of using the Platform, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with use of the Platform for performing Transactions. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.
- You are aware of and accept the risk of operational challenges. The Platform may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Platform. You agree to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties. We do not guarantee that the Platform is or will remain updated, complete, correct or secure, or that access to the Platform will be uninterrupted. The Platform may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Platform or the software underlying the Platform. Accordingly, you should verify all information on the Platform before relying on it, and all decisions based on information contained on the Platform are your sole responsibility and we

will have no liability for such decisions.

8. What about my privacy?

indaStars is the data controller for your information and we have specific obligations to you under the data protection law. You can find out more about what information we use, what we use it for and who we share it with in our Privacy Policy. Our Privacy Policy also contains details about your legal rights in relation to your information (but your legal rights will vary depending on where you are located).

9. Other Legal Terms

[Indemnity and Release]

You agree to release, indemnify and hold indaStars and its affiliates and their officers, employees, directors and agents (collectively, “**Indemnitees**”) harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, any User Content, your connection to the Platform, your violation of these Terms or your violation of any rights of another.

[Disclaimer of Warranties]

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SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

[Termination Rights]

You agree that indaStars, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove and discard any content within the Platform, for any reason, including, without limitation, for lack of use or if indaStars believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Platform, may be referred to appropriate law enforcement authorities. indaStars may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Platform under any provision of this Terms may be effected without prior notice, and acknowledge and agree that indaStars may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. Further, you agree that indaStars will not be liable to you or any third party for any termination of your access to the Platform.

We do not get involved with User disputes.

You agree that you are solely responsible for your interactions with any other Users in connection with the Platform and indaStars will have no liability or responsibility with respect thereto. indaStars reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Platform.

[Legal Disputes]

Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects by the laws of Estonia.

[General Legal Terms]

These Terms constitute the entire agreement between you and indaStars and govern your use of the Platform, superseding any prior agreements between you and indaStars with respect to the Platform. You also may be subject to additional terms and conditions that may apply when you use

affiliate or third party services, third party content or third party software. These Terms will be governed by the laws of Estonia without regard to its conflict of law provisions. With respect to any disputes or claims you and indaStars agree to submit to the court of Estonia.

The failure of indaStars to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You may not assign this Terms without the prior written consent of indaStars, but indaStars may assign or transfer this Terms, in whole or in part, without any restriction at any time.

The section titles in these Terms are for convenience only and have no legal or contractual effect.

Notices to you may be made via email. The Platform may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Platform.

[Your Privacy]

Inda Stars respects the privacy of Users. For details please see our Privacy Policy. By using the Platform, you consent to our collection and use of personal data as outlined therein.

10. Feedback and contact details

You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including without limitation about how to improve the Platform (collectively, "**Feedback**") by emailing us.

We are free to use such Feedback at our discretion and without additional compensation to you, and may disclose such Feedback to third parties.

Users with questions, complaints or claims with respect to the Platform can be made by contacting us at support@indastars.com.