

SOONLABS NFTS INC. TERMS OF SERVICE

Effective Date: February 28, 2022

This Terms of Service (the “**TOS**”) is entered into between you and SoonLabs NFTs Inc., and its subsidiaries and affiliates, (collectively, “**SoonLabs**”) and applies to the all Non-fungible tokens made available to you by SoonLabs (each, a “**SoonLabs NFT**”), any applications controlled by SoonLabs associated with SoonLabs NFTs, all SoonLabs websites, including soonaverse.com (the “**Website**”), and any other services or products on which SoonLabs chooses to apply this TOS (collectively, the “**Service**”).

BY CLICKING “I AGREE” OR SIMILAR CONFIRMATION OR BY USING THE SERVICE YOU ARE AGREEING TO BE BOUND BY THE TOS .

1. DESCRIPTION OF THE SERVICE

SoonLabs sells individual NFTs minted with IOTA tokens on the IOTA Network. By purchasing a SoonLabs NFT, purchasing it off a secondary market (e.g. OpenSea), or otherwise acquiring through any other legitimate means or method, you receive exclusive rights to the SoonLabs NFT as described in this TOS.

In the common parlance, when you purchase a SoonLabs NFT through the Service you essentially “own” the NFT you purchase. But in practice, purchasing any NFT, including a SoonLabs NFT is better thought of as purchasing exclusive rights of access to an item, more akin to a license, that provides similar rights as full ownership of a piece of property. An NFT is commonly described as a digital certificate of ownership representing the purchase of a digital asset, traceable on a blockchain. But NFT holders do not receive all significant rights to the digital work represented by the NFT, including rights provided under copyright law, the right of adaptation or the right of reproduction. SoonLabs tries its best to describe your rights within this TOS so you can be better informed about your “ownership” rights in your NFTs, which are essentially the same as with any other NFTs.

SoonLabs also provides tools to create NFTs on our Website and access to purchase other NFTs on our Website (collectively, “**Third Party NFTs**”). These Third Party NFTs are not created or controlled by SoonLabs and in order to understand your full rights regarding Third Party NFTs, please visit the websites of the applicable third parties and review their Terms of Service and similar legal documentation. While SoonLabs may review Third Party NFTs for certain quality control standards, SoonLabs disclaims all liability associated with Third Party NFTs and purchasers should be careful when purchasing or transferring any Third Party NFTs.

2. LICENSES

2.1 License. If you purchase, or receive through a legitimate trade or sale, a SoonLabs NFT, SoonLabs grants you a non-exclusive, non-sublicensable, non-transferrable, revocable, limited license to use such SoonLabs NFT. You may only use one of each SoonLabs NFT and do not

have the right to make copies. You agree that no title or ownership interest in a SoonLabs NFT is transferred or assigned to you and that the TOS is not a sale of any right to a SoonLabs NFT. When you transfer, sell or trade a SoonLabs NFT to another party, that party shall receive a new license from SoonLabs covering the rights of that NFT and your rights to the NFT are revoked.

2.2 Streaming and Social Media License. SoonLabs grants you a non-sublicensable, non-transferrable, revocable, limited license to publicly display SoonLabs NFT(s) you control on video streaming websites, such as youtube.com and twitch.com, and on social media, such as tweeting a video or a picture or by simply posting an image of your NFT on an avatar profile (“**Social Content**”). SoonLabs may terminate or modify the scope of the streaming and social media license granted to you at any time without notice or compensation and will not be liable to you or any third party for any loss you incur.

2.3 User Content License. User content includes any information that you create, submit, transmit or upload while using SoonLabs NFT, for example, Social Content, any submissions, comments, questions, testimonials, tutorials, advice, suggestions, ideas, contest entries or other information you directly or indirectly provide to SoonLabs through any method existing now or in the future (altogether, “**User Content**”). By providing User Content you represent and warrant that you have all consents, licenses and rights necessary to provide and license the User Content and you grant SoonLabs a non-exclusive, irrevocable, fully-paid, royalty-free, perpetual, sub-licensable, transferrable, worldwide license to User Content under all intellectual property and other rights you own or control to use, broadcast, disclose, display, distribute, modify, make derivative works of, publicly perform, publish, record, reproduce, sublicense (on multiple levels), translate, transmit or otherwise exploit for all purposes and in all formats and mediums and with any technology now known or hereafter developed and for all purposes without attribution, notice, permission or payment to you or a third party. SoonLabs reserves the right to review, edit, delete or block access to User Content without notice.

3. ACCOUNTS AND VERIFICATION

3.1 Account. Use of the Service may require you to register a user account with SoonLabs directly or with a third party (each, an “**Account**”). SoonLabs strongly recommends that you keep any Account login information confidential. You agree to be bound by any use of your Account, including charges and purchases, whether or not authorized. You represent and warrant that you are permitted to use the method of payment associated with your Account and agree to pay for charges and fees incurred by your Account, which are non-refundable.

3.2 User Verification. Although SoonLabs does not currently collect much personal data, because cryptocurrencies and blockchain technologies are subject to significant levels of abuse by hackers and criminals, and are often heavily regulated in certain jurisdictions, SoonLabs reserves the right to collect a variety of personal verification information (“**Verification Information**”) as part of the requirements for registering an Account on or with SoonLabs or to fulfill any legal obligations that might apply in your jurisdiction. Verification Information may include, but is not limited to, your: name, email address, contact information, telephone number, username, government issued id, date of birth and other information collected at the time of an

Account registration. You acknowledge and agree that your personal data may be disclosed to authorities in your jurisdiction in order for SoonLabs to comply with its legal obligations.

3.3 Accuracy of Verification Information. In providing Verification Information, you confirm that it is accurate and authentic. After registering an Account, you shall maintain Verification Information, including contact details, truthful, complete and update such information in a timely manner when necessary. If there is any reasonable doubt that any information provided by you is inaccurate, outdated or incomplete, you shall correct or remove relevant information or SoonLabs may terminate all or part of your access to the Service. SoonLabs may contact you at any time to correct your Verification Information. You are responsible for any loss or expenses incurred if you cannot be reached through the contact information provided to SoonLabs.

4. PAYMENT AND USE OF THE SERVICE

4.1 Payment. To purchase a SoonLabs NFT, you must provide SoonLabs with payment information requested by SoonLabs and agree that SoonLabs, or a third-party payment provider on behalf of SoonLabs, may initiate payment for any purchase you authorize (each, a “**Payment**”). Payments may be processed by one or more third parties on behalf of SoonLabs and such third parties may change without notice to you. SoonLabs does not store your Payment details internally and any Payment information you share with us may be stored via third-party payment provider.

4.2 Wallet Address. If required by SoonLabs, you must provide an appropriate secure key, digital wallet address compatible with the IOTA Network such as MetaMask, or other digital payment information acceptable to SoonLabs (each, an “**Address**”) to facilitate each Payment. If an Address provided by you does not work, is not compatible or needs updating, it shall be your sole responsibility to inform SoonLabs of any issues and provide any updated Address information.

4.3 Personal Data. Accessing the Service may require you to provide SoonLabs with personal data, which is collected, used and disclosed in accordance with SoonLabs’s Privacy Policy, if any, and in compliance with legal standards applicable in your jurisdiction. You agree to provide accurate and complete personal data to SoonLabs and to update your data if it changes. The Privacy Policy is available at soonaverse.com/privacy.

4.4 Age Restriction. You must be at least the age of majority in your jurisdiction in order to access the Service. If you are under the age of majority in your jurisdiction, you may not use the Service.

4.5 Access. Access to the Service may require hardware including but not limited to a compatible computer, a mobile device and an Internet connection, all meeting certain minimum specifications set by SoonLabs (subject to change as SoonLabs makes changes to the Service) described on the Website and the purchase page from which you minted a SoonLabs NFT, as updated on one or more occasions. You agree to provide all hardware and the Internet

connection required to use the Service and to pay all fees incurred by you when accessing the Service through an Internet connection.

4.6 Ongoing Development. Although SoonLabs may describe future benefits and community development objectives, we cannot guarantee that all the items, including those described on the Website, will be accomplished during the planned timeline as NFTs and blockchain technologies are new, dynamic and complex. Future developments, listed on the Website or elsewhere are not included in any SoonLabs NFTs should not be taken into account while making any purchase or minting through the Service. You accept that by using the Website and owning any SoonLabs NFTs, you acknowledge that there are no explicit or implicit obligations for SoonLabs to undertake activities during the period of your control of a SoonLabs NFT to: (a) change the form or functionality of the intellectual property associated with such NFT; or (b) support or maintain any value of the intellectual property associated with such NFT.

5. LIMITATIONS ON USE OF THE SERVICE

5.1 Limitations. You agree that you will not use the Service in the following manner:

- a. engage in conduct that SoonLabs determines, in its sole discretion, to constitute improper use of the Service;
- b. decompile, disassemble or reverse engineer the Service or otherwise attempt to derive the Service source code;
- c. except for Social Content or as expressly permitted by SoonLabs, reproduce, rearrange, modify, translate, create derivative works from, display perform, publish or distribute the Service;
- d. engage in market or price manipulation of SoonLabs NFTs, including speculation on the rise or fall of value of certain items;
- e. post any unauthorized commercial communications on the Service, including multi-level marketing or pyramid schemes;
- f. sell, lease or remove/alter advertising for the Service;
- g. cheat or use, develop or distribute automation services (bots), macro services or other cheat utility services or knowingly exploit a flaw or bug in the Service;
- h. break, attempt or otherwise assist with the disruption of any computer used to support the Service or experience of another user;
- i. upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files or data or other similar services or programs that may damage operation of the Service or the computers of other users;

j. utilize the Service or any part thereof for commercial purposes, except pursuant to the streaming license set forth in section 2.2;

k. upload, promote or link pornographic materials, without limitation, any underage content or images, video or other content associated with illegal activity;

l. promote or encourage illegal activity including, without limitation, hacking, cracking, distribution of counterfeit SoonLabs NFT, cheats or hacks for a SoonLabs NFT;

m. engage in abusive, defamatory, libellous, threatening or any other conduct that is objectionable or offensive;

n. communicate, link to, post, submit or upload content that contains nudity or other sexual material, materially endangering a child, violence or any other objectionable or offensive conduct;

o. abuse, bully, harass, harm or publish false or misleading information about users or encourage others to do the same;

p. encourage, promote or glorify racial intolerance;

q. use hate speech, hate terms, racist speech, racist terms or any other words or symbols that signify hate towards any person or group of people, including derogatory comments against women or minorities;

r. infringe or violate the rights of a third party including but not limited to: (i) contractual rights; (ii) copyright, patent, trademark or trade secret rights; (iii) privacy rights; (iv) publicity rights; or (v) confidential information;

s. collect or attempt to obtain user data, whether personal or anonymous; or

t. impersonate another person or an employee of SoonLabs,

as determined by SoonLabs in its sole discretion. The above limitations also apply to information posted on public forums or through communication tools related to SoonLabs or controlled by SoonLabs including, but not limited to, the SoonLabs Telegram page or Discord page.

6. TERM AND TERMINATION

6.1 **Term.** SoonLabs may also suspend or terminate your access to the Service at any time for any reason (or for no reason) including but not limited to your violation of the TOS, as determined in its sole discretion. Whether a suspension will be lifted is at the sole discretion of SoonLabs. You may terminate your access to the Service at any time by ceasing to use the Service and deleting any parts of the Service you may have installed. Data collected by

SoonLabs may be retained for a period of time after your access to the Service is terminated, as described further in the Privacy Policy and as allowed by the laws applicable in your jurisdiction.

6.2 Effect of Suspension or Termination. Upon suspension or termination, you acknowledge and agree that SoonLabs shall cease to provide access to a SoonLabs NFT and may delete data associated with your use of SoonLabs NFT. You are not entitled to compensation of any kind as a result of suspension or termination, regardless of whether effected by you or SoonLabs, and SoonLabs is not liable to you or any third party for such suspension or termination and any related loss.

7. ADDITIONAL SOONLABS NFTS CONCERNS

7.1 SoonLabs NFT Rights. SoonLabs NFTs available to you and the price of SoonLabs NFTs may be altered by SoonLabs at any time, without notice, any time prior to being minted. Upon acquiring a SoonLabs NFT, you are granted a license as described in section 2.1. All rights not granted to SoonLabs NFT holders remain the property of SoonLabs. Any SoonLabs NFT purchases are final and non-refundable.

7.2 Notice to EU Users. If you are a resident of the EU, you hereby agree that by purchasing a SoonLabs NFT, such SoonLabs NFT shall be credited to your Account (or Digital Wallet if such option is made available to you) immediately and, as a result, you are not entitled to withdraw from or cancel your purchase pursuant to the EU Consumer Rights Directive (2011/83/EU) and national implementations.

7.3 Obligations upon Transfer. SoonLabs NFTs may be transferred, sold and made available as permitted by SoonLabs and third parties it engages to facilitate the transfer, purchase and sale of SoonLabs NFTs. Once a SoonLabs NFT is first minted and sold, SoonLabs ceases to be involved with future transfers of such SoonLabs NFT.

7.4 Third Party Wallets. The acquisition and use of SoonLabs NFTs may require you to open an account with one or more third parties who will, among other things, maintain your SoonLabs NFT in a digital wallet (each, a “**Digital Wallet**”). In order to open an account with Digital Wallet third party you may be required to agree to certain additional terms imposed by such third party, which constitute a separate agreement between you and that third party. SoonLabs strongly recommends that you read any terms imposed by any Digital Wallet third party.

7.5 Third-Party Transfer or Access of Blockchain Items. If you choose to transfer or access SoonLabs NFTs through third parties or third-party services, you are solely responsible for facilitating such transfer or access and do so at your own risk. SoonLabs disclaims all liability associated with third-party services used for the transfer or access of SoonLabs NFTs. SoonLabs strongly recommends that you exercise caution when transferring SoonLabs NFTs as once an item is transferred you may not be able to regain access without the recipient’s consent. SoonLabs cannot and shall not resolve any dispute over SoonLabs NFTs, including but not limited to payments received or control of SoonLabs NFTs.

7.6 Resale of SoonLabs NFTs. It is recommended that you only resell SoonLabs NFTs through SoonLabs or through approved third parties outside the Service. It is possible that at any point in time, SoonLabs NFTs may not be able to be resold online, outside of the Service, in the real world or traded for non-virtual (tangible) goods or services as the market for SoonLabs NFTs is emerging and volatile and technologies in the future may make the sale or transfer of SoonLabs NFTs impractical or impossible. SoonLabs disclaims all liability associated with the sale or transfer of SoonLabs NFTs.

8. SOONLABS OWNERSHIP RIGHTS

8.1 Ownership. All right, title and interest in and to the Service including but not limited to copyrights, patents, trademarks, trade secrets, trade names, computer code (source and object), titles, avatars, animation, audio-visual effects, sound effects, musical works, look and feel, methods of operation and items built within the Service by users, are owned by SoonLabs. SoonLabs reserves all rights in the Service.

8.2 DMCA. SoonLabs responds to notices alleging copyright infringement that comply with the United States Digital Millennium Copyright Act (the “**DMCA**”). If you wish to make a DMCA claim, you must provide the following information in writing in your DMCA notice:

- a. identify the copyrighted work that you claim has been infringed;
- b. identify the material claimed to be infringing and where it is located;
- c. provide reasonably sufficient information to allow SoonLabs to contact you, such as your address, phone number and e-mail address;
- d. provide a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or law;
- e. provide a statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner; and
- f. provide an electronic or physical signature of a person authorized to act on behalf of the copyright owner.

SoonLabs may provide you notice if your communication, post, submission or upload was removed as a result of SoonLabs receiving a DMCA notice from a copyright owner. If you receive notice from SoonLabs, you may provide a counter-notification in writing to SoonLabs’s designated DMCA agent through the means provided below.

DMCA notices can be sent by filling out an “IP / DMCA Request” on GitHub (<https://github.com/soonlabs/soonaverse-dao/issues/new/choose>) or by mail:

SoonLabs NFTs Inc.

DMCA Notice
403-134 Abbott Street
Vancouver, BC, V6B 2K4

9. THIRD PARTY CONTENT

9.1 **Third Party Content.** As an NFT marketplace, SoonLabs helps you view and interact Third Party NFTs on the IOTA network. SoonLabs does not make any representations or warranties about Third Party NFTs available through the Service, including any content associated with such Third Party NFTs displayed on the Service. You bear all responsibility for verifying the legitimacy, authenticity, and legality of the Third Party NFTs that you purchase from third-party sellers, even purchases made through the Website. We also cannot guarantee that any Third Party NFTs visible on the Website will always remain visible and/or available to be bought, sold, or transferred.

9.2 **Third Party Terms.** Third Party NFTs may be subject to terms directly between buyers and sellers with respect to use of Third Party NFT content and features associated with each such Third Party NFT (“**Third Party Terms**”). Please refer to the websites and other legal documents provided by the creators of such Third Party NFTs to understand the Third Party Terms governing the use of such Third Party NFTs. SoonLabs is not a party to any Third Party Terms and it is your responsibility for communicating, promulgating, agreeing to, and understanding any applicable Third Party Terms.

9.3 **Third Party Links and Websites.** The Service may also contain links or functionality to access or use third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties (“**Third-Party Materials**”). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of SoonLabs. SoonLabs is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. SoonLabs provides links to these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

10. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1 **DISCLAIMER.** THE SERVICE IS STILL UNDER DEVELOPMENT AND MAY CONTAIN DEFECTS AND COMPATIBILITY ISSUES AND IS PROVIDED BY SOONLABS “AS IS”. SOONLABS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, ITS “**REPRESENTATIVES**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR

A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, SOONLABS AND ITS REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ERROR FREE, WILL NOT HARM YOUR HARDWARE OR RESULT IN LOST DATA OR BE SECURE AGAINST UNAUTHORIZED ACCESS. THE SERVICE IS UNSUPPORTED AND THE TOS DOES NOT CREATE ANY OBLIGATION UPON SOONLABS TO DEVELOP, MAKE AVAILABLE, OFFER FOR SALE, REPAIR, SUPPORT OR RELEASE THE SERVICE. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY SOONLABS OR ITS REPRESENTATIVES, WILL CREATE ANY WARRANTY AND YOU SHALL NOT RELY UPON SUCH ADVICE OR INFORMATION. YOU BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SERVICE.

10.2 DISCLAIMER OF INVESTMENT. SOONLABS NFTS ARE NOT INVESTMENTS OR INVESTMENT CONTRACTS. SOONLABS NFTS ARE PART OF THE SERVICE AND SOONLABS AND ITS REPRESENTATIVES DISCLAIM ALL LIABILITY ASSOCIATED WITH ANY SPECULATION USERS ENGAGE IN CONNECTED TO SOONLABS NFTS. NOTWITHSTANDING THE ABOVE, YOU ARE SOLELY RESPONSIBLE FOR EVALUATING YOUR OWN INVESTMENTS, AND FOR ALL CONSEQUENCES ASSOCIATED WITH YOUR DECISION TO TRANSFER SOONLABS NFTS THROUGH THE SERVICE OR THIRD PARTIES. IN MANY CASES, SOONLABS NFTS MAY INCREASE OR DECREASE IN VALUE BEFORE, DURING AND AFTER YOUR TRANSFER OF SUCH ITEMS. ANY PURCHASE OF DIGITAL ASSETS, INCLUDING SOONLABS NFTS, INVOLVES THE RISK OF LOSS OF PART OR ALL OF THE FUNDS YOU USED TO MAKE THE PURCHASE AND/OR SUBSTANTIAL COSTS ASSOCIATED WITH GAS PRICES PAID FOR ANY MINTING OR PURCHASE. THE VALUE OF SOONLABS NFTS YOU PURCHASE OR TRANSFER IS SUBJECT TO MARKET AND OTHER RISKS THAT MAY SIGNIFICANTLY IMPACT THE VALUE OF SUCH ITEMS. SOONLABS AND ITS REPRESENTATIVES DISCLAIM ALL LIABILITY ASSOCIATED WITH THE SPECULATION OF THE VALUE OF SOONLABS NFTS PURCHASED THROUGH SOONLABS OR THIRD PARTIES. FURTHERMORE, ANY STATEMENT MADE, ADVERTISEMENT OR CLAIM POSTED ON THE SERVICE OR DISPLAYED ANYWHERE ELSE, IN THE PAST OR PRESENT, OR MADE BY SOONLABS AND ITS REPRESENTATIVES THAT DESCRIBES SOONLABS NFTS AS AN INVESTMENT ARE NULL AND VOID AND DO NOT REPRESENT THE VIEWS OF SOONLABS.

10.3 ADDITIONAL THIRD PARTY NFTS BLOCKCHAIN DISCLAIMER. NEITHER SOONLABS NOR ITS REPRESENTATIVES ARE RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE THIRD PARTY NFTS. NEITHER SOONLABS NOR ITS REPRESENTATIVES ARE RESPONSIBLE FOR LOSSES OR INJURY DUE TO FAILURES BY THE DEVELOPERS OR REPRESENTATIVES OF ANY THIRD PARTY NFTS OF ANY ISSUES WITH THE

BLOCKCHAIN SUPPORTING THE THIRD PARTY NFTS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.

10.4 LIMITATION OF LIABILITY. SOONLABS AND ITS REPRESENTATIVES, SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICE INCLUDING WITHOUT LIMITATION DIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, EVEN IF SOONLABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, LOSS OR DAMAGE. TO THE EXTENT THAT THE ABOVE LIMITATION OF LIABILITY IS NOT APPLICABLE IN YOUR JURISDICTION, ANY CLAIM THAT YOU MAY HAVE AGAINST SOONLABS AND ITS REPRESENTATIVES MUST BE COMMENCED NO LATER THAN 6 MONTHS AFTER THE DAY ON WHICH THE CLAIM IS DISCOVERED OR OUGHT TO HAVE BEEN DISCOVERED BY YOU. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO WAIVE ANY RIGHT TO BRING A CLASS ACTION AGAINST SOONLABS AND ITS REPRESENTATIVES, AND ANY LEGAL MATTER YOU RAISE AGAINST THEM SHALL BE HANDLED ON AN INDIVIDUAL BASIS.

10.5 SOONLABS'S AGGREGATE LIABILITY. PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TERMS OR WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES AND, IF ANY DISCLAIMER OR LIMITATION OF LIABILITY IS FOUND UNENFORCEABLE, VOID OR DOES NOT FULLY SHIELD SOONLABS AND ITS REPRESENTATIVES FROM LIABILITY, YOU AGREE THAT YOUR SOLE REMEDY, AND SOONLABS AND ITS REPRESENTATIVES'S AGGREGATE LIABILITY, IS FOR YOU TO TERMINATE USE OF THE SERVICE AND MAXIMUM LIABILITY OF THE AMOUNT YOU PAID TO SOONLABS IN THE PRECEEDING 6 MONTH PERIOD PRIOR TO ANY CLAIM.

10.6 Indemnity. You shall defend and indemnify SoonLabs against any claim, demand, suit or proceeding (each, a "**Claim**") made or brought against SoonLabs in connection with your use of the Service, including Claims that through the use of the Service you (i) infringe or misappropriate a third party's intellectual property rights, (ii) violate any applicable laws, (iii) breach the terms of this TOS, or (iv) commit an act of gross negligence or intentional misconduct.

11. UPDATES

SoonLabs agrees to notify you of an update to the TOS by a posting on the Website. You are deemed to accept an update by continuing to use the Service. Unless SoonLabs states otherwise, updates are automatically effective 30 days after posting.

12. GENERAL

12.1 Governing law. The TOS is governed by and construed under the laws of the British Virgin Islands. If a dispute arises, you agree that such dispute be resolved by courts located in the British Virgin Islands and hereby submit to the personal jurisdiction of such courts.

12.2 **Severability.** To the extent any section, clause, provision or sentence or part thereof of the TOS is determined to be illegal, invalid or unenforceable by competent authority in any jurisdiction, then that portion shall be severed, and the remainder of the TOS given full force and effect.

12.3 **No Waiver.** SoonLabs's failure to assert or enforce any right contained in the TOS shall not constitute a waiver of that right.

12.4 **Taxes.** It is your responsibility to abide by local laws in relation to the legal usage of the Service in your jurisdiction, including the applicability of tax laws to the sale or transfer of SoonLabs NFTs, as well as withholding, collection, reporting and remittance to appropriate tax authorities.

12.5 **Illicit Proceeds.** You acknowledge and declare that the source of any funds, including cryptocurrencies used for the purchase of SoonLabs NFTs, come from a legitimate source and are not derived from illegal activities. SoonLabs cooperates with law enforcement authorities globally and will not hesitate to seize, freeze, terminate your account and funds, including cryptocurrencies, which are flagged by investigators or government authorities under a proper legal mandate, including any applicable anti-money laundering and anti-terrorism laws.

12.6 **Survival.** Sections 4.5, 5.1, 6.2 and 7 through 12 survive termination of the TOS.

12.7 **Entire Agreement.** The TOS constitutes the entire agreement between you and SoonLabs with respect to the subject matter hereof and supersedes any prior oral or written agreements, communications, representations or undertakings provided.

12.8 **Contact.** You may contact SoonLabs regarding this TOS by emailing support@soonlabs.net.