

## TERMS AND CONDITIONS

### Terms of service

Please read the terms and conditions (the “**Terms of Service**”) set forth below as they apply to your access and use of our services, including our various websites, platform, APIs, email notifications, applications, buttons, and widgets and/or purchasing a product (each a “**Service**” and collectively “**Services**”), and any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Services (collectively referred to as “**Content**”). Your access to and use of the Services signifies your acceptance of these Terms of Service and agreement to be bound by them and any and all other applicable terms referenced herein absolutely. This is a legally binding agreement between you as a user of our Services and Discover Blockchain Pte Ltd (“we” or “us” or “Discover Blockchain”).

By accessing and/or using the Services, you represent that you are 18 years old or above and are legally capable of entering into binding contracts.

If you do not accept these Terms of Service, please discontinue use of the Services immediately.

### Interpretation

The following definitions and rules of interpretation apply in these Terms of Service:

“**Platform**” means both (i) the web and mobile versions of the website operated and/or owned by Discover Blockchain which is presently located at the URL

www.discoverblockchain.io and (ii) any mobile applications made available from time to time by Discover Blockchain, including iOS and Android versions.

Clause headings shall not affect the interpretation of these Terms of Service.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

### Additional Terms

Privacy Policy. The terms of our Privacy Policy also applies to your use of our Services.

Our Privacy Policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through

your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information both within and outside of Singapore for storage, processing, and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account and which you may not be able to opt-out from receiving.

Terms of Token Sale. To the extent that you wish to purchase Discover Blockchain Tokens to use throughout our Platform with the Service, you will be required to agree to our Discover Blockchain Token Terms of Sale Agreement which governs such purchases.

### **Information about us**

The Services are provided and operated by **Discover Blockchain Pte Ltd** (we or “**Discover Blockchain**”). We are a limited liability company registered in Singapore with Unique Entity Number (UEN) Reg No: 201822843C and have our registered office at 79 Ayer Rajah Crescent #05-08 Singapore 139955.

### **Changes of terms**

We may amend the Terms of Service from time to time at our sole discretion without notice or liability to you. It is your responsibility to check this page periodically for changes. By continuing to use the Services following such amendments to the Terms of Service, you agree to be bound by such amendments.

### **Changes to our services**

Discover Blockchain intend intends to be a community marketplace in which speakers, trainers, coaches and experts, both established and emerging, will be able to distribute their curated content and promote their services for direct access by consumers and in which market participants will be able to freely trade, attend online events and make reservations for offline events with Tokens.

One can expect:

- Up to 10,000 hours of audio and video from the world’s best speakers in this space
- Masterclass courses for skills development
- Live and packaged personal coaching and training
- Personal development products, services and live event tickets
- Connection and engagement with a supportive community
- Rewards (in the form of Tokens) for contributing your own content

The Services that we provide are always evolving and the form and nature of the Services that we provide may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time and without prior notice to you.

We make no representations, warranties, or guarantees, whether express or implied, that our Services or any Content on our site is accurate, complete, or up to date. Whilst Discover Blockchain makes best efforts to provide you with accurate and up-to-date images, details, descriptions, prices and information, there may be instances where errors and differences may occur and neither Discover Blockchain warrant that such images, details, descriptions, prices, and information is accurate, current, or free from error. We cannot guarantee that your electronic display of any product color or image will be accurate. Neither Discover Blockchain shall be liable to you or any third party for any errors or differences in the images, details, descriptions, prices, and promotional information listed through our Services.

### **Account Information and Security**

In order to use the Platform, we may ask you to create an account and select a password and/or provide us with certain personal information. This information will be held and used in accordance with our Privacy Policy.

You agree that you will provide us with accurate, complete, and updated information on your account. You are responsible for maintaining the security of your account. We recommend that you do not share your account details or your password with others.

You are solely responsible for any activity in your account, whether or not authorized by you, including purchases made using any payment instrument.

Please notify us immediately of any actual or suspected loss, theft, fraud, or unauthorized use of your account or account password.

### **Accessing our services**

We do not guarantee that our Services or any content will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our Services without notice.

We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Services.

You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms of Service and other applicable terms and conditions and that they comply with them.

### **Your license to use the services**

Subject to the terms of this Agreement, Discover Blockchain gives you a limited, personal, worldwide, non-transferable and non-assignable, non-exclusive and revocable license to access and use the Platform and use the software that is provided to you by us solely as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Discover Blockchain in the manner permitted by these Terms of Service. Any other use of our software is expressly prohibited.

### **Our intellectual property rights**

As between you and Discover Blockchain, Discover Blockchain owns and retains all proprietary rights in the Discover Blockchain Platform and the Service. The Discover Blockchain Platform contains proprietary content and information of Discover Blockchain and its licensors (such materials and content includes, but is not limited to, the design, layout, artwork and other elements of the Discover Blockchain Platform and any text, audio, video, logo, information, data, software, documentation, services or any other materials contained on this Discover Blockchain Platform) ("Discover Blockchain Content") and is protected by copyright and other intellectual property laws. You may view, download, print, and copy the Discover Blockchain Content on this Discover Blockchain Platform for your own personal, informational use, provided that (i) you do not modify the Discover Blockchain Content and (ii) you retain all copyright and propriety notices originally contained in the Discover Blockchain Content on any copies. Nothing herein shall be construed as granting any license or right to use the Discover Blockchain Platform or any materials contained on this Discover Blockchain Platform, including any Discover Blockchain Content, except as expressly provided herein. You acknowledge that Discover Blockchain will aggressively enforce its intellectual property rights with respect to its Discover Blockchain Content to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution.

Trademarks, service marks, trade names, and logos used and displayed on the Platform (the “**Trade Marks**”) are registered and unregistered trademarks of us or third parties. Nothing on the Platform and in these Terms of Service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) any Trade Marks displayed on the Services, without the written permission of us or any other applicable trade mark owner.

You agree that we are free to use, disclose, adopt, and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments, and other communications and information provided by you to us (the “**Feedback**”) in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges, and/or other payments in relation to our use, disclosure, adoption, and/or modification of any or all of your Feedback.

#### **Limited liability and warranty**

Please read this section carefully since it limits the liability of Discover Blockchain and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “**Discover Blockchain Entities**”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts and, as a result, the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.

**YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS", "AS AVAILABLE." THE SERVICES ARE FOR YOUR PERSONAL USE ONLY AND THE Discover Blockchain ENTITIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY, TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE.**

**WHERE THE BUYER IS DEALING AS A CONSUMER (AS DEFINED IN THE SALE OF GOODS ACT (CAP 393) AND CONSUMER (FAIR TRADING) ACT (CAP 52A) OR AS DEFINED UNDER APPLICABLE LAW IN YOUR JURISDICTION), ALL OTHER WARRANTIES, CONDITIONS, OR TERMS RELATING TO FITNESS FOR PURPOSE, QUALITY, OR CONDITION OF THE GOODS,**

WHETHER EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW BY DISCOVER BLOCKCHAIN ENTITIES.

THE ENTIRE LIABILITY OF DISCOVER BLOCKCHAIN ENTITIES, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS AND/OR SERVICES OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT, OR GUARANTEE ANY MATERIAL, PRODUCT, OR SERVICE OFFERED THROUGH US OR OUR SERVICES. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DISCOVER BLOCKCHAIN ENTITIES EXCEED ONE HUNDRED SINGAPORE DOLLARS (SGD 100).

The Discover Blockchain Entities shall not guarantee or assume any responsibility that: the information presented in our Services is accurate, adequate, current, or reliable, or may be used for any purpose other than for general reference; the information presented in our Services is free of defect, error, omission, virus, or anything which may change, erase, add to, or damage your software, data or equipment; messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay, or loss; access to the Services will be available or be uninterrupted; use of the Products and/or Services will achieve any particular result; or defects in the Services will be corrected.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL DISCOVER BLOCKCHAIN ENTITIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES, whether arising in contract, equity, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort), including, without limitation, damages arising from delay, loss of goodwill, loss of or damage to data, interruption in use or availability of data, loss of use of money or use of products, lost profits, revenue or savings (actual or anticipated), or other economic loss ensuing from or in connection with (a) the Platform; or (b) any products and services offered through the Platform, or any portion thereof, even if Discover Blockchain or any of its affiliates or suppliers has been advised of the

possibility of such damages. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the Products and/or Services. You are responsible to ensure that your use of the information, Products, and/or Services complies with all applicable legal requirements.

Without prejudice to the foregoing, if your use of the Products and/or Services does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us, as set out in these Terms of Service or otherwise, you are advised to contact us at [contact@discoverblockchain.io](mailto:contact@discoverblockchain.io). No such lack of response shall be deemed to constitute any acquiescence or waiver.

YOU HEREBY INDEMNIFY, DEFEND, AND HOLD HARMLESS DISCOVER BLOCKCHAIN, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS FROM AGAINST ALL CLAIMS, LAWSUITS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES, DAMAGES, AND LOSSES (INCLUDING ANY DIRECT, INDIRECT, OR CONSEQUENTIAL LOSSES, LOSS OF PROFIT, LOSS OF REPUTATION, AND ALL INTEREST, PENALTIES, AND LEGAL AND OTHER PROFESSIONAL COSTS AND EXPENSES) SUFFERED OR INCURRED BY DISCOVER BLOCKCHAIN IN CONNECTION WITH ANY CLAIM MADE AGAINST DISCOVER BLOCKCHAIN FOR ACTUAL OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM, PRODUCTS AND/OR SERVICES. THIS CLAUSE SHALL SURVIVE TERMINATION OF THE TERMS OF SERVICE.

The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

### **Content copyright policy**

Discover Blockchain respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification

of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, your telephone number, and an email address; (v) a statement by you 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 the law; and (vi) a statement that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

### **Use of the services**

We reserve the right at all times (but will not have an obligation) to refuse any order, to merge, suspend or terminate Accounts, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or (v) protect the rights, property, or safety of Discover Blockchain, its users, and the public.

We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes, and platform in order to access our site. You should use your own virus protection software. You may not do any of the following while accessing or using the Services (i) use our Platform in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity or for any non-authorized commercial purpose; (ii) access, tamper with, or use non-public areas of the Service Discover Blockchain's computer systems, or the technical delivery systems of Discover Blockchain's providers; (iii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iv) access or search or attempt to access or search the Services by any means (automated or otherwise including scripts, bots, scrapers, data miners, or similar software, or display our Platform, or portions thereof, in things - e.g., framing, scraping, etc.) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (v) forge any TCP/IP packet header or any part of the header information in



any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information; (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, trojan, worm, logic bomb, or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services; (vii) alter or modify our Platform, or make any electronic reproduction, adaptation, distribution, performance, or display of our Platform, or any portion thereof, except to the extent required for the limited purpose of reviewing material on our Platform; (viii) sell, rent, lease, transfer, distribute, broadcast, display, provide, or otherwise assign to any third party any rights to our Platform, or related materials; (ix) remove or modify any proprietary notice or labels on our Platform, or related materials, including author attribution and copyright notices, or use any of our trademarks as meta-tags on any other website or application; (x) copy, modify, erase, or damage any information contained on computer servers used or controlled by Discover Blockchain or any third party; (xi) use our Platform to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable; (xii) access or use any password-protected, secure, or non-public areas of our Platform, or access data on our Platform not intended for you, except as specifically authorized in writing by Discover Blockchain; or (xiii) impersonate or misrepresent your affiliation with any person or entity;

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

#### **Use on behalf of organization**

If you use our Services or expressly agree to these Terms of Service in the course of a business or other organizational project, then by so doing you bind both:

yourself; and

the person, company or other legal entity that operates that business or organizational project,

to these Terms of Service, and in these circumstances references to "you" in these Terms of Service are to both the individual user and the relevant person, company, or legal entity, unless the context requires otherwise.

### **Linking to us**

You may link to our Services provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

### **Third-party links and resources in our site**

The links from the Services may take you to other sites or services and you acknowledge and agree that Discover Blockchain has no responsibility for the accuracy or availability of any information provided by third parties' services and websites. You agree that Discover Blockchain is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such third-party properties. Discover Blockchain does not endorse or make any representations about any third-party properties. If you access, visit, or use any third-party properties referred to on our Platform, you do so at your own risk

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information.

The types and extent of advertising by Discover Blockchain on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that Discover Blockchain and its third-party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising, or other materials available made available by such third parties.

### **Indemnity**

You agree to defend, indemnify, and hold us harmless from and against all liabilities, damages, claims, actions, costs, and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Service and/or your use of the website. We may, if necessary, participate in the defense of any claim or action

and any negotiations for settlement. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any claim or action.

### **Severance**

The illegality, invalidity, or unenforceability of any provision of these Terms of Service under the law of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction nor the legality, validity, or enforceability of any other provision.

### **Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms of Service or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **Termination**

The Terms of Service will continue to apply until terminated by either you or us as follows.

You may end your agreement with us at any time for any reason by deactivating your Accounts and discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services.

We may suspend or terminate your Accounts or cease providing you with all or part of the Services at any time for any reason, including if we reasonably believe: (i) you have violated these Terms of Service or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your Account or the next time you attempt to access your Account.

In all such cases, any provision of these Terms of Service that expressly or by implication is intended to come into or continue in force on or after termination of these Terms of Service shall remain in full force and effect.

Nothing in this section shall affect our rights to change, limit, or stop the provision of the Services without prior notice, as provided above in Clause 6 **Changes to our services**.

### **Force majeure**

No party shall be in breach of these Terms of Service nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Service if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

The affected party shall use all reasonable endeavors to mitigate the effect of a force majeure event on the performance of its obligations.

A force majeure event shall include such events as an act of God, fire, flood, typhoon, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic illness, failure of utility service or transportation, request from a government, or interference from civil or military authorities.

#### **Governing law and jurisdiction**

These Terms of Service shall be governed by the laws of the Republic of Singapore. You agree to submit to the exclusive jurisdiction of the Singapore courts.

#### **Languages**

In case of discrepancies between the English version and any other language versions of these Terms of Service and contents of our Platform, the English version shall prevail.