

HEEDONG PLATFORM AND NFTS TERMS OF SERVICE

Welcome to the HeeDong website, your gateway into the HeeDong ecosystem and all things HeeDong!

Before we begin, please take a minute to read this document as it contains important information on the terms that govern this relationship, as well as your rights and responsibilities, and ours.

1. General

A. These terms and conditions (the “**Terms**”) governs:

- (i) your access and use of this website [<https://www.heedong.io/>] (the “**Website**”) that is owned and managed by BBRC Studios Pte Ltd (referred to as the “**Company**” “**we**”, “**us**” or “**our**”), or any other website or platform we may provide (individually and collectively, the “**Platform**”) and any features, functions, services, products, rewards, offers, Digital Content (as defined below), materials, or information that we make available on or through the Platform (collectively the “**Services**”), in existence now or in the future;
- (ii) your ownership and usage of any HeeDong NFTs (as defined below) and/or Enhancement (as defined below), whether existing now or in the future, and

will form a binding legal contract between you and us. You are referred to herein as “**you**” or “**your**.”

- B. Together, you and the Company are referred to herein as “**Parties**”. Note that we do not collect any information about you through your use of the Platform, other than as set forth below. Kindly refer to our privacy policy at [<https://www.heedong.io/privacy.pdf>] for more details on how we handle your information.
- C. In the future, we may change these Terms. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the Platform or Services.
- D. BY USING THE PLATFORM AND SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) CONFIRM THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. THESE TERMS FORM A LEGAL BINDING CONTRACT BETWEEN YOU AND US.
- E. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICES. Any breach of these Term immediately terminates your right to access and use the Platform and Services and all rights and licenses granted to you by these Terms.

2. Information on NFTs and the Blockchain

- A. From time to time, we may release or make available HeeDong related non-fungible tokens (“**NFTs**”), including without limitation, varying collections or levels of such HeeDong related NFTs, for purchase, minting, or claiming on the Platform. All HeeDong related NFTs shall be collectively referred to herein as “**HeeDong NFTs**” and individually as a “**HeeDong NFT**”. Each HeeDong NFT will be linked to, is associated with, and identifies a unique HeeDong inspired or themed digital artwork or image (each, an “**Artwork**”).

- B. Each Artwork is uniquely linked to and associated with a corresponding HeeDong NFT. We will not mint multiple NFTs of the specific Artwork associated with a HeeDong NFT, but we may mint NFTs of different variations or derivatives of a HeeDong NFT. Each HeeDong NFT will be unique.
- C. HeeDong NFTs, and any Enhancements, are minted through a smart contract on the Ethereum blockchain (the “**Blockchain**”), which is a distributed digital ledger of transactions maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the ledger. HeeDong NFTs are recorded on the Blockchain, and we use smart contracts to allow you to send and receive such NFTs. *This means that all HeeDong NFTs are outside of the control of any one party, including the Company, and are subject to many risks and uncertainties. We neither own nor control MetaMask, WalletConnect, the Ethereum network, your browser, or any other third party site, product, or service (including third party wallets or marketplaces) that you might access, visit, or use for the purpose of enabling you to use the Services or to purchase, list, auction, or sell HeeDong NFTs (each a “Blockchain Transaction”), and that, except with respect to transferring control of a HeeDong NFT to the initial purchaser through the Platform (“Initial Purchaser”), the Company has no responsibility with respect to any Blockchain Transaction. The Company will not be liable for the acts or omissions of any third parties, nor will the Company be liable for any damage that you may suffer as a result of your transactions or any other interaction with any third parties. You understand that your Ethereum public address will be made publicly visible whenever you engage in a Blockchain Transaction. Aside from transferring control of the HeeDong NFT to the Initial Purchaser, the Company has no control over the transfer, storage, ownership or maintenance of any HeeDong NFT.*
- D. You acknowledge and agree that certain information, including your digital wallet address and the transactions you conduct through that digital wallet address, may be publicly available and viewable on the Blockchain. Your HeeDong NFT, or any Enhancement thereto, can be transferred on the Blockchain (or another blockchain as technology permits) from one digital wallet address to another digital wallet address.
- E. You agree not to circumvent, disable or otherwise interfere with security-related features of the Platform that prevent or restrict use or copying of any Digital Content or enforce limitations on use of the Services or the Digital Content. By accessing our Platform, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

3. Enhancements & Benefits

- A. You acknowledge and agree that we may, at our discretion, make available additional derivatives, features or enhancements that relate to, or can be accessed through, your HeeDong NFT, including, but not limited to, derivative NFTs that are designed by us (collectively, “**Enhancements**”). You acknowledge and agree that: (i) we may never provide or offer any Enhancements or provide them to all users; (ii) you may not have the opportunity to select or choose your Enhancements, or any features related thereto; (iii) you may be provided with a limited timeframe in which you may be able to redeem your Enhancements following which they may expire and/or be forfeited and irretrievable; and (iii) there may be an additional cost to obtain an Enhancement. To the extent there is an additional cost to obtain one, the terms in Section 5 will apply. Any announcements related to HeeDong NFTs, including any Enhancements, will be made subject to Section 8 below.

4. Linking Your Digital Wallet

- A. You do not have to create an account in order to use or access the Platform. However, in order to access certain Services, including accessing certain features on our Website (such as the minting functionality), you may be required to connect or link a digital wallet or social media profile owned by you to our Services. The digital wallets or social media profiles that we support are listed on our Website. Connecting your wallet to our Website allows you to purchase, mint, store and engage in transactions involving HeeDong NFTs or the Enhancements. Your use of any digital wallet or social media services, including those we support, is at your own risk and subject to their terms and conditions of that digital wallet or social media service.
- B. You are responsible for all use of your digital wallet and for any actions that take place using your digital wallet, whether by you or by another person. You are solely responsible for keeping your digital wallet private key and/or other access credentials confidential and secure.

5. Purchasing, Selling or Otherwise Dealing with Your NFT(s)

Transactions on our Platform

- A. At selected times determined by us, we will make HeeDong NFTs available for purchase or minting or claiming through our Platform. The initial price for each HeeDong NFT (if any) will be determined by us, and designated in such cryptocurrency and/or currency as we may decide. We reserve the right to modify the types, prices, and number of HeeDong NFTs available at our discretion.
- B. If your HeeDong NFT is purchased or minted directly through our Platform, your HeeDong NFT will be minted directly into your wallet. We never hold custody nor take ownership or possession of your HeeDong NFT.

Transactions on Secondary Marketplaces

- C. Alternatively, HeeDong NFTs may be purchased, sold, traded, or distributed on certain smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs (each a “**Secondary Marketplace**”). HeeDong NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantees about the availability or functionality of any Secondary Marketplace or its compatibility or interoperability with our HeeDong NFTs. You acknowledge and agree that all HeeDong NFT purchases, transfers, and sales on any Secondary Marketplace will be entirely at your sole risk.
- D. You acknowledge and agree that if you decide to purchase a HeeDong NFT outside of our Platform, such purchases will be entirely at your sole risk, and that we do not have any responsibility or control over how such external platforms (including without limitation, Secondary Marketplaces) operate.
- E. Subject to Clauses 5.G and 5.I below, you acknowledge and agree that we are not a party to any agreement or transaction involving any HeeDong NFT or Enhancement on any Secondary Marketplace, even if it was initially purchased or minted via our Platform, and even if we receive a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.
- F. You acknowledge and agree that we may impose a royalty on every secondary sale of a HeeDong NFT (“**Royalty**”) and that we have the right to collect Royalties for sales of HeeDong NFTs in perpetuity. We shall have the right to set, and amend, the quantum of the Royalties at our sole

discretion. As such, if you sell a HeeDong NFT on a Secondary Marketplace, you agree to include a statement substantially similar to the following in the description of the NFT:

“Royalty Applies. See Heedong Platform And NFTs Terms Of Service for details.”

- G. You acknowledge and agree that if you buy or otherwise receive a HeeDong NFT or Enhancement to another party (the “**Recipient**”), your ownership and usage of the HeeDong NFT or Enhancement shall be subject to these Terms.

Additional Terms Applicable to Specific Collections

- H. Additional terms and conditions may apply to certain collections of HeeDong NFTs. We will generally publish such terms and conditions (whether on the Website or at such other location where the relevant collection of HeeDong NFTs is released) prior to us launching or making available the relevant collection HeeDong NFTs. Kindly refer to such additional terms and conditions prior to purchasing or minting the relevant HeeDong NFTs as these additional terms and conditions will be binding on you upon your purchase and/or minting of the relevant HeeDong NFT.

Notification of Terms of Sale

- I. You acknowledge and agree that when you sell, transfer or otherwise make any disposition of a HeeDong NFT or Enhancement to another party (the “**Recipient**”), you shall, prior to the sale, transfer or disposition, provide the Recipient with a copy of these Terms, and procure the Recipient’s agreement to and acceptance of these Terms as a condition of the sale, transfer or disposition.

6. Use of Third-Party Sites

- A. These Terms only relate to your use of the Services, and do not relate to any other website or Internet-based services, including Secondary Marketplaces, communication platforms or other websites or browser extensions to which the Services may provide any links to (“**Third-Party Sites**”). References or links to any Third-Party Site that we make available are provided for your convenience and information only. Such links should not be interpreted as endorsements by us of any Third-Party Site. When you click such link, we may not warn you that you have left our Services and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites.
- B. We may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use and privacy policies of those platforms and related services. We have no control over such social media platforms or related services, and they are deemed Third-Party Sites under these Terms of Use.

7. Payment, Gas Fees and Taxes

- A. Any payments made to us via the Platform will be processed through the Blockchain or such other payment gateway or process as may be determined by us (collectively, the “**Payment Process**”). We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions made via the Payment Process. You acknowledge that we have no liability to you or to any third party for any claims or damages that may arise as a result of your payment for or sale of your HeeDong NFT, including, but not limited to, instances where your payment was not properly processed on the Payment Process. It is solely your

responsibility to confirm that your payment any transaction made on the Platform (including without limitation for a HeeDong NFT or for any Enhancements) (each a “**Platform Transaction**”) has been processed and completed successfully. We do not provide refunds for any purchases or Platform Transactions that you might make on or through the Platform.

- B. When you conduct any Platform Transaction, we shall deduct the cost of the transaction accordingly. You also acknowledge and agree that, where the Payment Process involves a payment made via your credit or debit card, the Payment Process shall be entitled to charge your credit or debit card for the relevant amount of the transaction (including any tax recovery charges, taxes (where applicable), and service fees). We will not be liable or responsible for any amounts (or any reimbursement thereof) charged, deducted or lost arising from any error in the Payment Process or the Services, or any dispute or non-fulfilment of any Platform Transaction.
- C. Where you use a credit or debit card to make payment for any Platform Transaction, you confirm that the credit or debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit or debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment for the transaction, we will not be liable for any delay or non-delivery.
- D. Transactions on the Blockchain may require the payment of a transaction fee known as a “Gas Fee”. This means that you may be required to pay a Gas Fee for each purchase of or transaction involving an NFT or for any Enhancements via the Platform. If you seek to transfer your NFT or any Enhancement via a secondary marketplace you may also incur Gas Fees or other transaction costs. Gas Fees are paid to the third parties and/or network of computers that operate the Blockchain and/or process the transactions and are not paid to us. Kindly note that Gas Fees often fluctuate based on a number of factors, all of which are not under our control.
- E. You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the “**Taxes**”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including Gas Fees) made to us pursuant to these Terms.
- F. If you sell or transfer a HeeDong NFT or Enhancement, as applicable, via a Secondary Marketplace, such transaction may be subject to a transaction fee determined by us (“**Transaction Fee**”) which may be automatically deducted. All Transaction Fees (if any) are applied to the final sale price and are collected and distributed to us at the time of sale through smart contracts on the Blockchain.

8. Announcements and Important Information

- A. We may, from time to time, make certain announcements regarding HeeDong NFTs, including, but not limited to, the availability of any Enhancements, features, functions, services, products, rewards, or offers (collectively, “**Announcements**”). All Announcements will be made by us on our (i) official dedicated Discord channel (<https://discord.com/invite/bbrcofficial>), (ii) our Twitter

account (<https://twitter.com/HeeDongNFT>) or (iii) on our Website. You acknowledge and agree that it is your responsibility to check these accounts for all Announcements. We will not be responsible for any consequences arising from your failure to check Announcements, nor are we liable for the availability of Discord or Twitter.

9. Ownership and Intellectual Property

Ownership and License over the Artwork

- A. The Platform and Services, including any Artwork, Enhancements, HeeDong Trademarks, media, web applications, mobile applications, software, metadata, materials, design, text, images, photographs, illustrations, animation, content, media files, artwork, graphic material, databases, proprietary information, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all Intellectual Property Rights therein (all of the foregoing, individually and collectively, the “**Digital Content**”), are our property and/or where applicable, the property of our licensors or suppliers. Nothing in these Terms shall be interpreted as granting any license of Intellectual Property Rights to you other than as explicitly set forth in these Terms. Under these Terms, “**Intellectual Property Rights**” refer to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. “**HeeDong Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with HeeDong, the Website, the HeeDong NFTs, including the “HeeDong” name, or any other names of HeeDong-related characters or products or service developed by us.
- B. You are hereby granted a limited license (without the right to sublicense) to access and use the Digital Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact.

What you get with your NFT

- C. Your purchase of a HeeDong NFT and/or an Enhancement means you that you are the owner of the relevant NFT and/or Enhancement, and you have the right to store, sell and transfer your NFT and/or Enhancement, and to benefit from any features or utility that such NFT/Enhancement may provide.
- D. Subject to the clauses below, you also obtain a limited license to view and display any associated Artwork or asset linked, designated or associated with the relevant HeeDong NFT(s) and/or Enhancement (the “**Associated Artwork**”), for your own personal, non-commercial use and in connection with a proposed sale or transfer of the relevant HeeDong NFT and/or Enhancement. This includes, as an illustration, the right to use and display the graphical image of the Associated Artwork (i) as part of a Secondary Marketplace that permits the purchase and sale of NFTs, provided that such marketplace cryptographically verifies each owner’s ownership and rights to display the relevant HeeDong NFT or Enhancement to ensure that only the actual owner can

display the same; or (ii) as part of a Third-Party Site or application that permits the inclusion, involvement, or participation of your HeeDong NFT or Enhancement, provided that the website/application/platform cryptographically verifies each owner's ownership and rights to display the relevant HeeDong NFT or Enhancement to ensure that only the actual owner can display the same, and provided that the Associated Artwork is no longer visible once the owner of the relevant HeeDong NFT or Enhancement leaves the website/application/platform.

- E. An NFT is separate and distinct from the relevant artwork or asset that is associated or designated with that NFT and obtaining an NFT (whether through a purchase or otherwise) does not necessarily mean you obtain the ownership, title, rights or interest in the relevant artwork or asset. In our case, and subject to any additional terms and conditions that apply pursuant to Clause 5.G. above, your purchase or mint of a HeeDong NFT or Enhancement only grants you the right to use the Associated Artwork for personal and non-commercial purposes, and **NOT** for any Commercial Use (defined below). For the purposes of these Terms, "**Commercial Use**" means any activity that is performed with the intent to generate revenue, such as sale or transfer of items (including NFTs and/or Enhancements) on any marketplace, creating and selling merchandise or creating a comic book or video game.
- F. To be clear, subject to the limited license granted in Clause 9.D. above and any additional terms and conditions that apply pursuant to Clause 5.G. above, ownership of a HeeDong NFT does not provide any title, rights or interest in or to the Intellectual Property Rights, express or implied, in any other Digital Content ("**Project IP**") (and in particular but without limitation, the HeeDong Trademarks and all goodwill subsisting therein). Additionally, nothing in these Terms will be interpreted to grant you any rights to any trademarks belonging to the Company. You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any HeeDong NFT, Enhancement or Associated Artwork. You may not do anything that infringes, violates or misappropriates the exclusive rights belonging to us.
- G. For avoidance of doubt, the Company shall have the right to modify, create derivative works of, and update any HeeDong NFT or its Associated Artwork.
- H. The licenses granted in these terms above applies only to the extent that you continue to own the applicable HeeDong NFT or Enhancement. If at any time you sell, trade, donate, give away, or otherwise transfer, or dispose of your, ownership of your HeeDong NFT and/or Enhancement for any reason:
 - (a) you represent and warrant that you will notify the subsequent collector and/or owner of these Terms and require the subsequent collector to comply with these Terms;
 - (b) the licenses granted herein (including without limitation, the licenses granted over the Associated Artwork and Digital Content) will automatically transfer to such subsequent owner without the requirement of notice, and the subsequent owner will be subject to these Terms; and
 - (c) you will cease to have any further rights or interests to such HeeDong NFT, Enhancement and/or its Associated Artwork.
- I. Any use of the Project IP other than as expressly authorized herein, without our prior explicit written permission, is strictly prohibited and shall immediately terminate your right to access and use the Services and all rights and licenses granted to you by these Terms. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes.

- J. The trademarks, service marks, trade names and logos, including “HeeDong”, and any third-party marks used and displayed through the Services are trademarks that belong to us or our licensors, affiliates or sponsors, and may not be used by you other than to factually describe your HeeDong NFT or Enhancement when listing it for sale or distribution or for non-commercial purposes.
- K. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Platform and Services are service marks, trademarks and/or trade dress that belong to us and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by us in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits HeeDong or the Company.

Feedback

- L. You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform or Services through the email address provided at the end of these Terms (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

10. Acknowledgments and Assumptions of Risk

- A. You acknowledge and agree that there are risks associated with purchasing, holding, and using any HeeDong NFT or any Enhancements. By purchasing, holding and using a HeeDong NFT and/or any Enhancement, you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving HeeDong NFTs, any Enhancement or any cryptocurrency; errors in the smart contract that mints HeeDong NFTs and/or any Enhancement; errors in the HeeDong NFTs and/or any Enhancement; errors in our Platform or Services; inability to access or transfer a HeeDong NFT or any Enhancements; inability to use, access, copy, or display the HeeDong NFT, any Enhancement, or any Digital Content; missed opportunities to redeem HeeDong NFT and/or Enhancements; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; uninsured losses; unanticipated risks; volatility risks in the value of HeeDong NFTs, any Enhancements and cryptocurrencies; cybersecurity attacks; weaknesses in security; personal information disclosure; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Blockchain (i.e., “forks”), or other means of attack that affect, in any way, the HeeDong NFTs, any Enhancements or the Digital Content (the foregoing, collectively, “**Platform Risks**”). If you have any questions regarding these risks, please contact us at the email address provided at the end of these Terms.
- B. You acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms and to appreciate

the risks (including but not limited to the Platform Risks) and implications of purchasing a HeeDong NFT and/or any Enhancement.

- C. You acknowledge that we may not provide any application or other service to receive, access, view, utilise or display any HeeDong NFT or any Enhancements or Digital Content, and do not guarantee you will be able to do so. It is your responsibility to procure a digital wallet or other means to allow for you to access or view the HeeDong NFT, any Enhancements that you hold, and the Digital Content, and to store the requisite private key(s) or other credentials necessary to access your digital wallet or other technologies. You acknowledge that the risk of (i) purchasing or acquiring; (ii) holding and using; and/or (iii) transferring your HeeDong NFT and/or Enhancement to others rests entirely with you. If your private key(s) or other access credentials are lost or compromised, you may lose access to the HeeDong NFT and/or any Enhancements held or stored in the relevant digital wallet. We are not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.
- D. You acknowledge and represent that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that your purchase of a HeeDong NFT and/or any Enhancement complies with applicable laws and regulations in your jurisdiction.
- E. We are not responsible if your HeeDong NFT, Enhancements, or any Digital Content becomes inaccessible to you for any reason, or for any modifications or changes to such HeeDong NFT, Enhancements, or any Digital Content including any deletion, removal, or inaccessibility on our Platform or otherwise. Further, you acknowledge and agree that we may use decentralized storage systems to store the Digital Content (including without limitation the Associated Artwork), and that such decentralized storage systems are not within our control. Accordingly, we are not responsible for any risks that may be presented by such storage systems. You acknowledge that the graphical images and artwork (such as the Associated Artwork) in your HeeDong NFTs and any Enhancements can be copied and distributed and that we cannot guarantee that additional copies of the Associated Artwork of any HeeDong NFT and/or Enhancement will not be created by others.
- F. You also acknowledge and agree that:
 - (i) The prices of blockchain assets are extremely volatile, subjective and do not have any inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the HeeDong NFTs and/or any Enhancement, which may also be subject to significant price volatility. In addition, a lack of use or public interest in NFTs could negatively impact the potential utility or value of the HeeDong NFT(s) and Enhancement(s) owned by you. Each HeeDong NFT, including any Enhancement, has no inherent or intrinsic value. We cannot promise or guarantee that any purchases of HeeDong NFTs and/or any Enhancement will retain their original value, as their value is inherently subjective and factors occurring outside of the Platform may materially impact the value and desirability of any particular HeeDong NFT or Enhancement.
 - (ii) There may not be any further utility or benefit that accrues from owning any HeeDong NFTs or Enhancements, and that the roadmap or project strategy may not be implemented or achieved for whatever reason. There is no guarantee or promise of the provision of any such utility or benefit by us.
 - (iii) Our Platform and Services do not store, send, or receive NFTs. We do not have any custody over any of your NFTs. Ownership of HeeDong NFTs and Enhancements exist only by virtue of the ownership record maintained on the Blockchain. Any transfer of HeeDong NFTs and Enhancements occurs within the Blockchain and not on the Service

- or Platform. NFTs and/or Enhancements that are lost, damaged, stolen or otherwise disposed of (whether intentionally or not) may be irretrievable.
- (iv) 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 digital wallet.
 - (v) The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Platform or Services, and therefore the potential utility or value of HeeDong NFTs or the Enhancements owned by you.
 - (vi) The purchase of a HeeDong NFT and/or any Enhancement is not a sale of any share, investment, derivatives or securities-based product.
 - (vii) The purchase and/or possession of any HeeDong NFT and/or Enhancement does not entitle you to vote or receive dividends or any other form of pecuniary benefits or to be deemed the holder of an ownership interest in the HeeDong Project or the Company for any purpose, nor will anything contained herein be construed to confer on you, as such, any of the rights of a member of the Company or any right to vote for the election of directors or managers or upon any matter submitted to members at any meeting thereof, or to give or withhold consent to any company action or to receive notice of meetings, or to receive subscription rights or otherwise, or to have ownership of or control over the management of any assets in the HeeDong Project (including without limitation any Intellectual Property Rights subsisting therein).
 - (viii) Upgrades, forks or changes to the Blockchain or a change in how transactions are confirmed on the Blockchain may have unintended, adverse effects on all blockchains using the Blockchain's NFT standard, including the Platform.

11. Restrictions on Use of Digital Content, Project IP and NFTs/Enhancements

- A. You agree that you may not, nor will you permit any third party to, do or attempt to do any of the foregoing without our (or, as applicable, our licensors') express prior written consent in each case:
- (i) modify any Project IP in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes;
 - (ii) use any Project IP to advertise, market, or sell any third-party product or service;
 - (iii) use any HeeDong NFTs, Enhancements or Digital Content (including any Associated Artwork or Project IP) 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) use any HeeDong NFTs, Enhancements or Digital Content in a manner that is abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language or otherwise objectionable, or in any manner that denigrates, disparages or discredits the HeeDong Project or the Company;
 - (v) use any Project IP in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use;
 - (vi) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of any Project IP other than as permitted under Section 9 above;
 - (vii) attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to any Project IP; or

- (viii) otherwise utilize any Project IP for your or any third party's commercial benefit other than as permitted under Section 9 above.

12. Your Warranties

- A. You agree that you are responsible for your own conduct while accessing or using the Platform and Services, and for any consequences thereof. You agree to use the Platform only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations.
- B. Without prejudice to the generality of Clause 12.A above, you warrant and agree that your use of the Platform and Services will not, and will not cause or allow any third party to, in any manner, involve:
 - (i) sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
 - (ii) the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
 - (iii) uploading, posting, transmitting or otherwise making available through the Platform or Services any content that infringes the intellectual proprietary rights of any party;
 - (iv) using the Platform or Services to violate the legal rights (such as rights of privacy and publicity) of others;
 - (v) engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
 - (vi) interfering with other users' enjoyment of the Platform or Services;
 - (vii) exploiting the Platform or Services for any unauthorized commercial purpose;
 - (viii) modifying, adapting, translating, or reverse engineering any portion of the Platform or Services;
 - (ix) removing any copyright, trademark or other proprietary rights notices contained in or on the Platform or Services or any part of it; or reformatting or framing any portion of the Platform or Services;
 - (x) displaying any content on the Platform or through the Services that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;
 - (xi) using any spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or Services, or to collect information about its users for any unauthorized purpose;
 - (xii) accessing or using the Platform or Services for the purpose of creating a product or service that is competitive with any of our products or services;
 - (xiii) abusing, harassing, or threatening another user of the Platform or Services or any of our authorized representatives;
 - (xiv) using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the Platform or Services or any of our authorized representatives;
 - (xv) impersonating another person (via the use of an email address or otherwise); or
 - (xvi) acquiring any HeeDong NFTs and/or Enhancements through inappropriate, fraudulent or illegal means.

13. Copyright Notice and Take-Down Procedure

- A. If you or any user of the Platform or Services believes its copyrights have been infringed, the copyright owner ("Complaining Party") should send notification to us at support@bbrc.io. To be effective, the notification must include:
- (i) A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
 - (ii) Identification of the copyrights claimed to have been infringed;
 - (iii) Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
 - (iv) Identification of the material that is claimed to be infringing or to be subject to infringing activity on the Complaining Party's copyrights that is to be removed and information reasonably sufficient to permit us to locate such materials;
 - (v) A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and
 - (vi) A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyright that is allegedly infringed.
- B. Once notice is received, we will act expeditiously to review and if necessary to remove content on the Platform that infringes the copyrights of others and may disable the access to the Platform and its Services of anyone who uses them to repeatedly infringe the copyrights of others. We are not liable for any such removal and the claims of the Complaining Party may be referred to the relevant authorities for adjudication or resolution.

14. General Disclaimers

- A. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE HEEDONG NFTS, THE ARTWORKS, ENHANCEMENTS OR DIGITAL CONTENT, OR THE PLATFORM OR SERVICES, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL OPERATION OR PERFORMANCE, DESCRIPTION, QUALITY, CONDITION, ATTRIBUTION, AUTHENTICITY, SCARCITY, IMPORTANCE, MEDIUM, PROVENANCE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. EACH HEEDONG NFT, ENHANCEMENT, THE SERVICES AND ALL DIGITAL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. EXCEPT AS IS REQUIRED BY LOCAL LAW, ANY WARRANTY OF ANY KIND IS EXCLUDED BY THIS CLAUSE 14.A.
- B. We shall not be responsible for any failure to meet any obligation which we may have under these Terms which is caused by circumstances beyond our reasonable control. This includes, but is not limited to fire, flood, natural disasters, armed conflict, terrorist attack, labor matters, pandemic, technology or telecommunications failures, cyberattacks, or any unauthorized third-party activities.
- C. To the extent legally permissible, we will not be responsible or liable to you or any other party for errors or failures to execute any purchase of your HeeDongNFT or Enhancement, including, without limitation, errors or failures caused by:
- (i) your failure to follow any instructions, guidelines or directions as may be issued by us from time to time;
 - (ii) any loss of connection to our Platform or Services;

- (iii) a failure of any software or device used by you to purchase your HeeDong NFT and/or Enhancement; or
 - (iv) for any other failure to execute your purchase of a HeeDong NFT or Enhancement, or for errors or omissions in connection with this activity.
- D. We make no representation that HeeDong NFTs, Enhancements or any Services are compliant with the relevant laws or regulations in your country or jurisdiction. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of the country/jurisdiction from which you may access the Platform.

15. Limitation of Liability

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION); AND (II) ANY DAMAGES ARISING FROM ANY PLATFORM RISKS, ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF HEEDONG NFTS, OR ENHANCEMENTS, OR CRYPTOCURRENCIES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).
- B. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE OWNERSHIP OF THE HEEDONG NFTS AND/OR ENHANCEMENT, EXCEED THE AMOUNT OF THE INITIAL PURCHASE PRICE THAT YOU PAID ON OUR PLATFORM FOR THE RELEVANT HEEDONG NFT(S) AND/OR ENHANCEMENT(S) THAT IS/ARE THE SUBJECT OF THE CLAIM.

16. Release

- A. To the maximum extent permitted by applicable law, you hereby release and waive all claims against the Company and its affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, agents, contractors, partners, advisors, employees, licensors, content creators, voiceover talent, and suppliers from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Platform or Services or purchase of an HeeDong NFT or Enhancement, as applicable.
- B. To the extent that you do have any claims against the Company, you agree that: (1) any and all disputes, claims and causes of action against us arising out of or connected with your use of the Platform or Services shall be resolved individually, without resort to any form of class action; and (2) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

17. Indemnification

You agree to indemnify and hold the Company, its affiliates, licensors, suppliers and sponsors, and each of their directors, officers, employees and agents harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of (i) your breach of these terms; (ii) your violation of laws, rules or regulations; (iii) your violation of any intellectual property right or other rights of another party; and (iv) your misuse of the Platform or

Services. The foregoing defence and indemnification obligation will survive these Terms and your use of the Services or purchase of an HeeDong NFT or Enhancement, as applicable. You acknowledge and agree that we may, at our option, control the defence or settlement of any such claims.

18. Termination

We reserve the right, in our sole and exclusive discretion, to refuse, suspend, restrict or terminate your access to the Platform or Services, or any portion thereof, without notice and for any reason or no reason. You acknowledge that we have the right, but not the obligation, to suspend or terminate your access to all or part of the Platform or Services: at the request of law enforcement or other government agencies; if the Platform or Services are discontinued or materially modified; upon the occurrence of any technical or security issues or problems; if you engage in any conduct that we believe, in our sole and exclusive discretion, violates any provision of these Terms or other incorporated agreements or guidelines or violates the rights of the Company or third parties; or upon any breach by you of these Terms.

19. Disputes; Governing Law; Choice Of Forum

- A. YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.
- B. These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to any conflict of law provisions, and the obligations, rights and remedies of the Parties herein shall be determined in accordance with such laws.
- C. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in Singapore by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and the Company shall be responsible for their respective attorneys' fees and expenses.
- D. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

20. Miscellaneous

- A. If any provision of these Terms is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

- B. These Terms represent the entire agreement between you and the Company relating to your right to access and use the Platform or Services, and supersede any and all prior or written or oral agreements between you and the Company with respect to such subject matter.
- C. No waiver by the Company of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by the Company must be in writing and signed by an authorised representative.
- D. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of the Company. These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights.
- E. Thank you for using our Platform and Services. If you have any questions regarding these Terms, the Platform, or the Services, please contact us by email at support@bbrc.io.

These Terms were last updated on 10 February 2023.