

World Of V Terms of Use

World Of V Terms of Use Last revised: December 20, 2021

Welcome to World Of V! World Of V is a platform that allows you to buy, sell, and display NFT. These Terms of Use are entered into by and between you and World Of V, LLC ("World Of V," "Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference, govern your access to and use of World Of V, including any content, functionality, and services offered on or through <https://worldofv.art> (the "Site").

1) Accepting these Terms

These Terms of Use set out your rights and responsibilities when you use World Of V to buy, sell, or display non-fungible tokens or create a collection of NFTs (collectively, the "Services"), so please read them carefully. World Of V is an administrative platform that facilitates transactions between a buyer and a seller but is not a party to any agreement between the buyer and seller of NFTs or between any users. By clicking on the "I Accept" button, completing the account registration process, or using the Site, you accept and agree to be bound and abide by these Terms of Use and all of the terms incorporated herein by reference. By agreeing to these terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms of Use, you must not access or use the Site.

Please note that this Agreement contains an arbitration clause and class action waiver. By agreeing to these Terms of Use, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action.

World Of V reserves the right to change or modify these Terms of Use at any time and in our sole discretion. You agree and understand that by logging into your account, accessing or using the Site following any change to these Terms of Use, you agree to the revised Terms of Use and all of the terms incorporated therein by reference. We encourage you to review the Terms of Use from time to time to ensure that you understand the terms and conditions that apply when you access or use the Site.

2) Your World Of V Account

You need to create an account with World Of V to use the Services. When you create an account, we will ask you for some information about yourself. We may require you, in our sole discretion, to provide additional information and/or documents. If you do not provide complete and accurate information and/or documents in response to such a request, we may refuse to provide you with the Services.

Your World Of V account is subject to the following conditions:

- You may only open one account on World Of V. If we have a reasonable suspicion that you have opened multiple accounts on World Of V, we reserve the right to take whatever action we deem appropriate, including but not limited to closing and/or freezing your accounts.
- Access: you understand and agree that access to your World Of V account is limited solely to you. You agree that you will not sell, rent, lease, or grant

access to your World Of V account to any person without our prior written permission.

- **Security:** you understand and agree that you are solely responsible for maintaining the security of your account and control over any user names, passwords, or any other codes that you use to access the Services. Any unauthorized access to your account by third parties could result in the loss or theft of NFTs and/or funds held in your account. You understand and agree that you will not hold us responsible for managing and maintaining the security of your account. You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your account. You are responsible for monitoring your account. If you notice any unauthorized or suspicious activity in your account, please notify us immediately.
- **Trading Fees:** by buying or selling an NFT on World Of V, you agree to pay all applicable fees and you authorize World Of V to automatically deduct fees directly from your payment. You will always be provided with a breakdown of fees prior to your purchase or sale of an NFT.
- **Communication:** you agree and understand that we will communicate with you via electronic means. To ensure that you receive all of our communications, you agree to keep your email address and notify us if there are any changes. You agree that any notices, agreements, disclosures, or other communications delivered to your email address on record is considered valid.

3) Account Suspension

You agree that World Of V has the right to immediately suspend your account, pause or cancel your access to the Services, or close your account if we suspect, in our sole discretion, that (1) your account is being used for money laundering or any illegal activity; (2) you have concealed or provided false identification information or other details; (3) you have engaged in fraudulent activity; (4) you have acquired NFTs using inappropriate methods; (5) you are using, employing, or operating bots or other forms of automation and/or multiple accounts to engage in any activity on World Of V; or (6) you have otherwise acted in violation of these Terms of Use.

4) Communication

You agree that we may send you promotional communications by email, including, but not limited to, newsletters, special offers, surveys, and other news and information we think will be of interest to you.

You agree that we may send you communications by email that pertain to the status of a purchase or sale of an NFT on World Of V, and other communications that pertain to your interaction with the website, including but not limited to notifications about the status of an NFT you are interested in purchasing.

You may opt out of promotional communications at any time by following the instructions provided therein.

5) User Content

The Site allows (1) users to create a profile where they can post certain information about themselves, link to other websites, and display NFTs that they own; and (2) artists or creators of NFTs to post their NFTs and bios. All User Content must comply with these Terms of Use.

Any Profile Information you post to the Site will be considered non-confidential and non-proprietary. By providing any User Content on the Website, you grant us and our affiliates and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, retransmit, publish, broadcast, and otherwise disclose to third parties any such material for any purpose. You represent and warrant that (1) you own and control all rights in and to your User Content and have the right to grant such licenses to us and our affiliates and our respective licensees, successors, and assigns; and (2) all of your User Content do and will comply with these Terms of Use.

You understand and agree that you are responsible for any User Content you submit or contribute, and you, not World Of V, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any User Content posted by you or any other user on the Site.

If you are an NFT Creator, you hereby grant World Of V non-exclusive, worldwide, royalty-free licenses to:

- use the artwork contained in your World Of V collection for purposes of minting, displaying and selling your NFT Creations;
- use your name and image for marketing or promotional purposes;
- use, copy, modify, distribute, publish, and otherwise transmit images from your NFT Creations for marketing or promotional purposes; and
- use your biography and other public information about you to promote your NFT Creations.

As an NFT Creator, you understand and agree that:

- You are responsible for the accuracy and content of your NFT Creations;
- Any NFT Creation that violates any of World Of V's policies may be obfuscated or deleted by World Of V, in its sole discretion;
- You will not use the artwork incorporated into your World Of V NFT Creations for the creation of additional non-fungible tokens;
- You will respect the intellectual property of others; and
- You will not coordinate pricing with other NFT Creators.

We reserve the right, in our sole discretion, to prohibit you from uploading your NFT. Although we are not required to monitor any User Content, we may, in our sole discretion, remove User Content at any time and for any reason without notice. World Of V may monitor User Content to detect and prevent fraudulent activity or violation of these Terms of Use.

6) Ownership

Unless otherwise indicated in writing by us, the Site, all content, and all other materials contained therein, including, without limitation, the World Of V logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, "World Of V Content") are the proprietary property of World Of V or our affiliates, licensors, or users, as applicable. The World Of V logo and any World Of V product or service names, logos, or slogans that may appear on the Site or elsewhere are trademarks of World Of V or our affiliates, and may not be copied, imitated or used, in whole or in part, without our prior written permission.

You may not use any World Of V Content to link to the Site or Content without our express written permission. You may not use framing techniques to enclose any World Of V Content without our express written consent. In addition, the look and feel of the Site and Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of World Of V and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Notwithstanding anything to the contrary herein, you understand and agree that you shall have no ownership or other property interest in your account, and you further agree that all rights in and to your account are and shall forever be owned by and inure to the benefit of World Of V.

7) Terms of Sale

By placing a bid or an order on or through World Of V, you agree that you are submitting a binding offer to purchase such NFT or Service. Your order is accepted and confirmed once purchase is complete, and World Of V displays the Confirmation Banner ("Confirmation Page"). YOU HEREBY EXPRESSLY AGREE THAT THE SUPPLY OF AN NFT BEGINS IMMEDIATELY AFTER THE CONFIRMATION PAGE IS DISPLAYED.

No refunds or returns are permitted except with respect to any statutory warranties or guaranties that cannot be excluded or limited by law.

World Of V NFT Creators may choose to provide certain rights to holders of their NFT, which may include, but is not limited to, physical items, special access, or other exclusive content (collectively, "Additional Items"). Any Additional Items will be provided directly to you from the NFT Creator; World Of V has no involvement in such transactions and is not a party to such transactions. Notwithstanding the above, World Of V may publish a description of the Additional Items on its website on behalf of the NFT Creator. If you own an NFT that entitles you to Additional Items, you hereby consent to World Of V sharing your contact information with the NFT Creator to facilitate delivery of your Additional Items. **_Unless otherwise stated, transactions on the Secondary Market are only for NFT and do not grant the purchaser the right to any Additional Items. _**

8) Intellectual Property

Outside the World Of V Content, all other trademarks, product names, and logos on the Site are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder. Without limiting the foregoing, if you believe that third-party material hosted by World Of V infringes your copyright or trademark rights, please file a notice of infringement by contacting World Of V's Copyright Agent at intellectualproperty@worldofv.com.

In such event, please provide World Of V's Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on Site of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

World Of V's policy is to suspend or terminate the account of repeat infringers. World Of V's response may depend on relevant aggravating or mitigating circumstances, but generally we will terminate an account if it is the subject of three valid infringement notices.

9) Your Use of World Of V

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Content. Our grant of such license is subject to the following conditions:

- **Unlawful Activity:** you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program.
- **Abusive Activity:** you agree not to engage in any activity that poses a threat to World Of V, for example by distributing a virus or other harmful code, or through unauthorized access to the Site or other users' accounts.
- **Inappropriate Behavior:** you agree not to interfere with other users' access to or use of the Services.
- **Communication:** you agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotions, requests for donations, or spam; (2) engaging in hate speech or harassing or abusing other users; (3) interfering with transactions of other users. You agree not to use data collected from the Site to contact individuals, companies, or other persons or entities outside the Site for any purpose, including but not limited to marketing activity.
- **Fraud:** you agree not to engage in any activity which operates to defraud World Of V, others users, or any other person; or to provide any false, inaccurate, or misleading information to World Of V.
- **Taxes:** Neither World Of V nor any other World Of V Party is responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto ("Taxes"), that apply to your NFT transactions. You agree that you are solely responsible for determining what, if any, Taxes apply to your NFT transactions and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate taxing authorities. Unless otherwise indicated on an applicable invoice, any amounts due in respect of an NFT transaction are exclusive of sale, use, value added or similar Taxes ("Sales Taxes") which shall be your responsibility. Any payments with respect to your NFT transactions shall be made without deduction or withholding for any Taxes, except as required by applicable law.
- **Intellectual Property Infringement:** you agree not to (1) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law; (2) use World Of V Content (as defined in Section 8 above) without express written consent from World Of V; or (3) engage in any action that implies an untrue endorsement or affiliation with World Of V.
- **Additional Prohibitions:** you agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any Content; (2) modify or create derivative works from the Site or Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site or Content; (4) download any portion of the Site or Content, other than for purposes of page caching, except as expressly permitted by us.

If you are unsure whether a contemplated use would violate these Terms of Use, please contact us at the address listed below under Contact Information.

10) Accidental Transfers

You understand and agree that in the event that you deposit digital assets or NFT into an incorrect address, we may not have the ability, and are under no obligation or duty, to return such digital assets or NFT to you. This section applies regardless of whether we control the destination address.

11) Privacy

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with World Of V's Privacy Policy, which is incorporated into this User Agreement by reference.

12) Modifications

You agree and understand that we may modify part or all of World Of V or the Services without notice.

13) Risks

Please note the following risks in accessing or using World Of V: The price and liquidity of blockchain assets, including NFT, are extremely volatile and may be subject to large fluctuations; Fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility; Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of NFTs; NFTs are not legal tender and are not backed by the government; Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable; Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that World Of V does not give advice or recommendations regarding NFTs, including the suitability and appropriateness of, and investment strategies for, NFTs. You agree and understand that you access and use World Of V at your own risk; however, this brief statement does not disclose all of the risks associated with NFTs and other digital assets. You agree and understand that World Of V will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using World Of V, however caused.

14) Third Parties

World Of V may rely on third-party platforms, including but not limited to VeChain Sync 2 to perform blockchain transactions. Our Site may contain links to third-party websites or applications (collectively, "Third Party Sites"). World Of V does not own or control Third Party Sites. You understand and agree that your use of any Third Party Site is subject to any terms of use and/or privacy policy provided by such Third Party Site. World Of V is not a party to any such agreement. You should review any terms of use and/or privacy policy provided by such Third Party Site and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

World Of V provides these Third Party Sites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites, or their products or services. You use all links in Third Party Sites at your own risk. When you leave our Site, our Agreement and policies no longer govern. We may, but are not obligated to, warn you that you are leaving our Site.

Some transactions on our site may be facilitated and run by VeChain Sync. Any such transactions are governed by the VeChain Sync Terms of Service and Privacy Policy.

15) External Listings

World Of V may display NFTs, including prices, made available by or obtained from platforms other than World Of V ("External Listings"). These External Listings will be identified as such. While World Of V endeavors to publish and maintain accurate pricing information for External Listings, it is not possible for World Of V to guarantee the prices displayed for External Listing, which can be changed at any time. By purchasing an External Listing, you acknowledge and agree that World Of V is in no way responsible for the accuracy, timeliness, or completeness of such External Listings.

If you choose to purchase a World Of V NFT from an External Listing, World Of V will act as a facilitator in the acquisition of such NFT and transfer it to you. World Of V will cease acting as facilitator as soon as such NFT is transferred to you.

If World Of V is unable to acquire an NFT from an External Listing for any reason whatsoever, World Of V will cancel the transaction and your funds will be returned to you. IN NO EVENT WILL WORLD OF V BE LIABLE FOR THE FAILURE TO ACQUIRE AN NFT FROM AN EXTERNAL LISTING.

16) Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY WORLD OF V, THE SITE, CONTENT CONTAINED THEREIN, AND NFTS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WORLD OF V (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL (1) MEET YOUR REQUIREMENTS; (2) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (3) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE. WORLD OF V DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WHILE WORLD OF V ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND CONTENT SAFE, WORLD OF V CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, ANY NFT LISTED ON OUR SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (1) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY

CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (2) SERVER FAILURE OR DATA LOSS; (3) CORRUPTED WALLET FILES; (4) UNAUTHORIZED ACCESS TO APPLICATIONS; (5) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR NFTS.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE VECHAIN THOR NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE VECHAIN THOR PLATFORM. WE DO NOT GUARANTEE THAT WORLD OF V OR ANY WORLD OF V PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS.

World Of V is not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features of NFT. World Of V is not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting NFT including forks, technical node issues or any other issues having fund losses as a result.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

TO THE FULLEST EXTENT PROVIDED BY LAW, WORLD OF V HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE AND CONTENT CONTAINED THEREIN.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WORLD OF V BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SITE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WORLD OF V HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF WORLD OF V ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE, CONTENT, NFT, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SITE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU HAVE PAID TO WORLD OF V FOR THE SERVICES IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF WORLD OF V FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A

MEMBER OF WORLD OF V'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF WORLD OF V'S FRAUD OR FRAUDULENT MISREPRESENTATION.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

18) Termination

We reserve the right, without notice and in our sole discretion, to terminate your license to access or use the Site or Content, at any time and for any reason. You understand and agree that we shall have no liability or obligation to you in such an event.

19) Severability

If any term, clause, or provision of these Terms of Use is held invalid or unenforceable, then that term, clause, or provision shall be severable from these Terms of Use and will not affect the validity or enforceability of any remaining part of that term, cause, or provision, or any other terms, clause, or provision of these Terms of Use.

Entire Agreement

These Terms of Use comprise the entire agreement between you and World Of V relating to your access to and use of the Site and Content, and supersede any and all prior discussions agreements, and understandings of any kind (including without limitation prior versions of this User Agreement). Except as otherwise provided herein, these Terms of Use 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.

20) Survival

You agree and understand that all provisions of these Terms of Use shall survive the termination or expiration of these Terms of Use.

21) Contact Information

If you have any questions, would like to provide feedback, or would like more information about World Of V, please feel free to email us at support@worldofv.art.

END OF AGREEMENT