#### **Terms and Conditions**

Welcome to the TREASUREVERSE website, owned and operated by TVS & CO, Ltd ("TVS LAND," "we," "us" or "our"). These Terms of Service ("Terms") constitute a legally binding agreement between TVS LAND and each registered or unregistered end user ("User", you, or "your", and including without limitation your parent or legal guardian) of the TVS LAND NFT Marketplace and govern your access to and use of the TVS LAND website located at www.tvs.land (the "Platform"); including without limitation the creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile services, and software provided on, or in connection with, those services (collectively, the "Service").

Please read these terms carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exception) that you submit claims you have against us to binding and final arbitration, and further (1) you will only be permitted to pursue claims against TVS LAND on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis, and (3) you may not be able to have any claims you have against us resolved by a jury or in a court of law.

We reserve the right, at our sole discretion, and with or without notice, to change, replace, or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. Any changes, modification, or amendments will be effective immediately upon the modified Terms being posted on the TVS LAND website. Users are responsible for reviewing these Terms and any subsequent versions. Users hereby waive any right to receive specific notice of such changes or modifications. Your continued use of the Platform and after the date any such changes become effective constitutes your acceptance of the new terms. If you do not agree to the Terms, you must discontinue your use of the Platform.

# **About TVS LAND NFT Marketplace.**

TVS LAND is a platform for Users to sell, purchase, create, display, collect, or otherwise transact in (each a "Product") Diamonds, Artworks, and Digital arts, which may be represented as a non-fungible token ("NFT"), including without limitation, photographs, gifs, videos, music, trading cards, collectibles, images, digital assets, digital files, digital blockchain collectibles ("Digital Artwork"). TVS LAND is not a party to any Transaction, and is not a seller, broker, auctioneer, or custodian of any Transaction. TVS LAND cannot guarantee or warrant in any Transaction, or that you achieve any particular outcome or result.

#### TVS LAND's Role.

TVS LAND is a platform. We are not a broker, financial institution, or creditor. The services are an administrative platform only. TVS LAND facilitates transactions between the buyer and seller but is not a party to any agreement between the buyer and seller or between any users. Sales of Product arise out of a User offering, or accepting an offer, to buy or sell a product on the TVS LAND Platform.

If you are an individual, you must be of legal age to register an Account. If you are under 18, you may use a parent, guardian, or other legal representative to open an Account, but the Account holder will also be responsible for Account activity.

**Prohibited Content.** Explicit content, including without limitation pornography, violence, discriminatory content, CSAM or other content harmful to minors, and other explicit content (collectively, "Prohibited Content"), is expressly and patently prohibited on TVS LAND. As determined by TVS LAND, Prohibited Content will be removed by TVS LAND at its sole discretion. Users hereby waive any and all claims related to the removal or rejection of explicit content uploaded to the TVS LAND platform.

**Removed and Rejected Content**. TVS LAND reserves the full right to remove or reject content uploaded to its platform. TVS LAND shall not be liable for any costs or losses borne by the user, including without limitation gas fees and other costs associated with the uploading of Product stemming from the removal or rejection of content. Formal

appeals of removed or rejected Artwork may be directed to admin@tvsqlobal.io

**Warning.** You bear full responsibility for verifying the identity, legitimacy, and authenticity of any asset you purchase on TVS LAND. Notwithstanding indicators and messages that suggest verification, TVS LAND makes no claims about the identity, legitimacy, or authenticity of assets on the platform.

**Addition of Services**. Because we have a growing number of services, we sometimes need to describe additional terms for specific services. Those additional terms and conditions, which are available with the relevant services, then become part of your agreement with us if you use those services.

### **User Accounts.**

**Account Registration.** While anyone can access and browse TVS LAND, you must register with TVS LAND to use the Platform and most Services. To register your account ("Account") you must provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form. We retain the right in our sole discretion to refuse, decline, suspend, disable, or terminate your Account, or your access to the TVS LAND Platform and Services without any liability to you.

**Member Account, Password, and Security**: You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur under your password or Account regardless of your fault. You agree to (a) immediately notify TVS LAND of any unauthorized use of your password or account or any other breach of security. TVS LAND will not be liable for any loss or damage arising from your failure to comply with this Section.

**Additional Information.** TVS LAND may require you to provide additional information and documents, in TVS LAND'S sole discretion, throughout any stage of your use of the Platform or Services.

**Electronic Notice.** By creating an Account, you consent to receive electronic communications from TVS LAND (e.g., via email or by posting notices to the Platform). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree

that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

**Consent to Privacy Policy.** By submitting personal data through our Platform or Services, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.

**Termination of Access.** Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Platform or Services at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

#### Fees and Taxes.

**Fees.** The Fees for the sale of Product on TVS LAND are as follows:

User shall receive 97.5% of the Net Revenue of any sale of Product.

TVS LAND shall receive 2.5% of the Net Revenue of any sale of Product.

"Net Revenue" shall mean all forms of consideration credited by User in connection with the purchase of any Product, including without limitation cryptocurrencies such as Ethereum (ETH), USDC, XRP, LTC, and Bitcoin, less the costs associated with the sale of Product, which shall include without limitation Gas fees, network transaction fees, artist royalty fees, sales tax, VAT or similar direct taxes, fees charged by third party service providers, and other fees contemplated in this Section 5 in connection with the sale of the Product.

You agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated through one or more blockchain networks or an authorized third-party payment services provider in accordance with their applicable terms or conditions. TVS LAND has no control over these payments or transactions and cannot guarantee the ability to reverse any payments or transactions.

**Non-TVS LAND Sales.** TVS LAND cannot collect any fees, commissions, or royalties for transactions occurring outside of TVS LAND. User irrevocably releases, acquits, and forever discharges TVS LAND and its subsidiaries, affiliates, shareholders, directors, officers, and successors of any liability for royalties, fines, or fees not received from any off-market transaction.

**Transaction Fees.** All Transactions on TVS LAND, including without limitation minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are wholly or in part facilitated by smart contracts existing on the Ethereum network. Generally, a Blockchain network requires the payment of a transaction fee (a "Gas fee") for every transaction that occurs on that network, and thus every Transaction occurring on TVS LAND is subjected to Gas fees. The value of the Gas Fee is variable between blockchain networks, can change, oftentimes unpredictably, and is entirely outside of the control of TVS LAND. The User acknowledges that Gas Fees, along with any other fees associated with transactions on a Blockchain Network are out of the control of TVS LAND and are non-refundable. User also Acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other Transaction on TVS LAND be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable.

## **Third-Party Services.**

All transactions initiated through our platform and services are facilitated and run by third-party electronic wallet extensions, and by using our services you agree that you are governed by the terms and privacy policy for the applicable extensions. For Metamask, those terms are available at (https://metamask.io/terms.html) and (https://metamask.io/privacy.html).

## Ownership and Licenses.

**TVS LAND Content.** The name "TVS LAND" and other TVS LAND marks, logos, designs, and phrases that TVS LAND uses in connection with its Platform and Services are trademarks, service marks, or trade dress of TVS LAND in the USA and other countries. They may not be used without TVS LAND's express written permission.

**Third-Party Content.** Notwithstanding anything to the contrary in these Terms, the Platform and Services may include components provided by TVS LAND or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such components.

**Created Works.** All Product created on the Platform or using the Services are subject to the TVS LAND License, the terms of which are described below. All Users who create NFT on the Platform or using the Services acknowledge and agree to accept or purchase the NFT subject to the conditions of the License.

# Third Party Services.

The Platform and Services may contain links to third-party websites ("Third-Party Websites") and applications ("Third-Party Applications"). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Platform or Service and are subject to the Terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications and are not under the control of TVS LAND. TVS LAND is not responsible for any Third-Party Websites or Third-Party Applications. TVS LAND provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Platform or Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

#### Prohibition of Use.

By accessing and using the TVS LAND platform or services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as the united nations security council sanctions list). TVS LAND reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of services in certain countries or regions.

# **Limitation of Liability.**

To the fullest extent permitted by law, in no event will TVS LAND be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special or punitive damages arising from these terms, your use of the platform or services, 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 TVS LAND has been advised of the possibility of such damages. Access to, and use of, the platform or services, 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.

### Indemnification.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless TVS LAND, and our respective past, present and future employees, officers, shareholders, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "TVS LAND Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured,

or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Platform or Services, Account or Digital Artwork, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of a third party, including another user, MetaMask, or the intellectual property rights of any third-party. You agree to promptly notify TVS LAND of any third-party Claims and cooperate with the TVS LAND Parties in defending such Claims. You further agree that the TVS LAND Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of any other indemnities set forth in a written agreement between you and TVS LAND.

#### Disclaimers.

Except as expressly provided to the contrary in a writing by TVS LAND, the platform, the services, or the content contained therein, and product listed therein are provided on an "as is" and "as available" basis without warranties or conditions of any kind, either express or implied. TVS LAND (and its suppliers) make no warranty that the platform or service: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be accurate, reliable, complete, legal, or safe. TVS LAND disclaims all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title and noninfringement as to the platform or services and the content contained therein. TVS LAND does not represent or warrant that content on the platform or services is accurate, complete, reliable, current or error-free. 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 platform or services. While TVS LAND attempts to make your access to and use of the platform or services safe, TVS LAND cannot and does not represent or warrant that the platform or services, content, any digital artwork listed on our platform or services 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 digital artwork, platform or services, or your account, including but not limited to any losses, damages or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped addresses; (b) server failure or data loss; (c) corrupted wallet files; (d) unauthorized access to applications; (e) any unauthorized third party activities, including without limitation the use of viruses, phishing, brute forcing or other means of attack against the platform or services or digital artwork.

Digital artwork and NFTs are intangible digital assets. They exist only by virtue of the ownership record maintained in the Ethereum network. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within the Ethereum platform. We do not guarantee that TVS land or any TVS land party can affect the transfer of title or right in any NFT or digital artwork.

# USER REPRESENTATIONS, WARRANTIES, AND ASSUMPTIONS OF RISK.

You accept and acknowledge among other things:

Buying an NFT or Digital Artwork is new and speculative with many unknown risks. Buying, selling, investing, or otherwise transacting in NFTs or Digital Artwork is inherently risky, and you risk a 100% loss.

You are solely responsible for determining what, if any, taxes apply to any Transaction on the Platform. Neither TVS LAND nor any other TVS LAND Party is responsible for determining the taxes that apply to any Transaction.

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 and Services and the utility of the Digital Artwork.

The Platform and Service will rely on third-party platforms such as MetaMask to perform the Transactions. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period,

access to and use of the Platform and Services will suffer.

There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing assets that violate another's intellectual property rights, counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. TVS LAND reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. In this case, Digital Artwork you purchase may become inaccessible on TVS LAND. Under no circumstances shall the inability to view your assets on TVS LAND serve as grounds for a claim against TVS LAND.

User represents and warrants that it is knowledgeable, experienced, and sophisticated in using and evaluating blockchain and related technologies and assets including without limitation Ethereum, Digital Artwork, cryptocurrencies, NFTs. User has conducted its own investigation and analysis of the Platform, Services, and Digital Artwork and has not relied upon any information, statement, omission, representation, or warranty, express or implied, written or oral, made by or on behalf of TVS LAND in connection therewith, except as expressly set for in these Terms.

TVS LAND has no responsibility for the Digital Artwork created or sold by Users on the TVS LAND Platform or Services. TVS LAND Does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality, or value of any Digital Artwork created, sold, or purchased by Users on the TVS LAND Platform or Services.

### Disputes.

**Applicable Law.** These Terms are governed by the laws of the court of jurisdiction where the TVS foundation is located, without regard to conflict of law rules or principles. You hereby consent to the jurisdiction and venue of the region where the TVS foundation is located, for any dispute between the parties this is not subject to arbitration.

**Arbitration Clause.** In the event of any dispute, claim or controversy between or among the parties to these Terms arising out of or relating to these Terms or any breach thereof, including, without limitation, any claim that these Terms or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in

contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Terms, such dispute, claim or controversy shall be settled by and through an arbitration proceeding to be administered by the Arbitration Association (or any like organization successor thereto) where the TVS foundation is located. Each of the parties to these Terms hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. Both the foregoing agreement of the parties to these Terms to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings.

#### Notices.

If you have any questions, would like to provide feedback, or would like more information about TVS LAND, please feel free to email us at admin@tvsglobal.io. If you would like to lodge a complaint, please contact us at admin@tvsglobal.io.

### Relationship of Parties.

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. These Terms do not and are not intended to create in any way or manner or for any purpose whatsoever a partnership, an employer-employee relationship, or a principal-agent relationship.

If any provision of these terms or any future changes are unacceptable to you, do not use or continue to use the platform. Your continued use of the platform following the posting of any notice of any change to these terms of service shall constitute your acceptance and agreement to such change.

Without limiting TVS LAND's ability to refuse, modify, or terminate all or part of our Platform or Services, TVS LAND may also terminate these Terms with anyone at any time for any reason, at our sole discretion, by giving notice of such termination.