

## TERMS OF USE

Last Updated: February 24, 2023

Please read these Terms of Use (the “Terms”) carefully as they are a binding legal agreement between you and Metamagnet that governs your access to and use of the XPLA.io website and any content, software, products, materials, and services provided by, or available on XPLA.io (collectively, the “Website”).

### **1. Acceptance of this Agreement**

#### **1) Acceptance Through Using or Accessing the Website**

By accessing or using the Website, you agree to be legally bound by the terms and conditions on behalf of yourself or the entity or organization that you represent. If you do not agree to the terms and conditions of these terms of use, you may not use or access the Website and must exit the Website immediately.

#### **2) Who May Use or Access the Website**

You must be at least 13 years of age and the minimum age of digital consent in your country to access the Website, and you have the right, authority, and capacity to enter into this Agreement on your behalf or on behalf of the entity or organization that you represent. If you do not meet all these requirements, you may not access or use the Website.

#### **3) Changes to the Terms**

The Company reserves the right to change these Terms from time to time at its sole discretion and without notice to you. The latest version of these Terms will be posted on the Website and should be reviewed prior to accessing or using the Website. All changes will be effective immediately when posted on the Website and will apply to your use of, and access to, the Website from that point onward.

Your continued use of or access to the Website following any changes to this Agreement shall constitute your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. You should check this page frequently so that you are aware of any changes.

### **2. Access to the Website**

The Website is provided by the Company as a service to the XPLA user community (the “Community”). You agree that the Company shall have no liability to you or any third party for any losses or damages caused by your use of the Website not being available, in whole or in part, at any time or for any period. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from

a public or shared computer so that others are not able to view or record your password or other personal information.

### **3. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **4. Using the Website**

#### **1) Prohibited Uses**

You may use the Website for lawful purposes only and in accordance with these Terms. You agree not to use the Website in any way that could damage the site, the Community, or the Company.

#### **2) Prohibited Activities**

You may not engage in any of the following prohibited activities in connection with using the Website:

- No Violation of Laws or Obligations. Violate any applicable laws or regulations (including intellectual property laws and right of privacy or publicity laws) or any contractual obligations.
- No Unsolicited Communications. Send any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, or any other form of unsolicited communications, whether commercial or otherwise.
- No Harming of Minors. Exploit or harm minors in any way, including exposing inappropriate content or obtaining personally identifiable information.
- No Interference with Others' Enjoyment. Harass or interfere with anyone's use or enjoyment of the Website or expose the Company or other users to liability or other harm.
- No Interference or Disabling of the Website. Use any device, software, or routine that interferes with the proper working of the Website, or take any action that may interfere with, disrupt, disable, impair, or create an undue burden on the infrastructure of the Website, including servers or networks connected to the Website.

- No Viruses, Worms, or Other Damaging Software. Upload, transmit, or distribute to or through the Website any viruses, Trojan horses, worms, logic bombs, or other materials intended to damage or alter the property of others, including attacking the Website via a denial-of-service or distributed denial-of-service attack.
- No Unauthorized Access or Violation of Security. Violate the security of the Website through (i) any attempt to gain unauthorized access to the Website or to other systems or networks connected to the Website, (ii) the breach or circumvention of encryption or other security codes or tools, or (iii) data mining or interference to any server, computer, database, host, user, or network connected to the Website.
- No Collecting User Data. Collect, harvest, or assemble any data or information regarding any other user without their consent. This includes, without limitation, their emails, usernames, or passwords.

## **5. Intellectual Property Rights**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

## **6. Privacy**

We may collect certain information about your equipment, browsing actions, and patterns from you when you access the Website using a variety of technologies, including:

### **1) Activity Information**

Details of your visits to our Website, including the types of content you view or engage with; the features you use; the actions you take; the time, frequency, and duration of your activities; and other information about your use of and actions on the Website.

This information may be used for maintaining or improving the quality of the Website, as well as providing overall general statistics related to the use of the Website. The technologies we use for this automatic data collection may include:

### **2) Cookies**

A cookie is a small data file stored on the hard drive of your computer either for only the duration of your visit on a website (“session cookies”) or for a fixed period (“persistent cookies”). Cookies contain information that can later be read by a web server. We may use cookies to provide you with a more personal and interactive experience on the Website. For more information, see our Cookie Policy.

We will not sell, trade, or otherwise release any information we gather without advance notice to the users. This does not include release of information to our website hosting partners and other parties who assist us in operating our website or serving the Community, provided these

parties agree to keep this information confidential. We may also release information as needed to comply with any court order, law, or legal process, including to respond to any government or regulatory request or if we believe disclosure will help us protect the rights, property, or safety of the Company, our users, partners, agents, and others. This includes exchanging information with other companies and organizations for fraud protection, and spam and malware prevention.

## **7. Service Links and Ads**

The Website contains links to other sites, resources, services, protocols and other products, including those provided by third parties (collectively, "Service Links"). Service Links include, but is not limited to links contained in advertisements, including banner advertisements and sponsored links, as well as XPLA owned or licensed products and services governed by separate terms of service. Where the Service Link relates to a third-party site, resource, service, protocol or other product, we have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. To the extent such Service Link connects to a XPLA owned or licensed resource, service, protocol or product with other applicable terms, such terms shall exclusively apply. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice. If you decide to access any Service Link, you do so entirely at your own risk and subject to the applicable terms and conditions of use for such site, resource, service, protocol or other product made available through such Service Link. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Service Link.

## **8. Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

## **9. No Warranty**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically.

## **10. Limitation of Liability**

To the maximum extent permitted by applicable law, the Company or its affiliates, service providers, employees, agents, officers, or directors shall not in any case be liable to you or any third party for any kind of damage arising in connection with the use or links to your website. The only solution to the website's complaint, whether or not the company is notified of any potential damage, is to stop using the Y content of the service or its links (including loss of use, revenue or expected savings, data loss, goodwill loss or loss of value) or any resulting, incidental, indirect, exemplary, special, or illegal activity).

The above shall not affect any liability that may not be excluded or restricted under applicable laws that may include fraud.

## **11. Indemnification**

You agree to indemnify and hold the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

## **12. Governing Law, Arbitration, Waiver of Class Action**

These Terms shall be governed by, and construed in accordance with, the laws of Singapore. If a disagreement or dispute in any way involves the Website or these Terms and cannot be resolved between the parties with reasonable effort, the disagreement or dispute shall be resolved exclusively by confidential, binding arbitration to be seated in Singapore and conducted in the English language by a single arbitrator pursuant to and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules"). The arbitrator shall be appointed in accordance with the procedures set out in the SIAC Rules. The award or decision of the arbitrator shall be final and binding upon the parties and the parties expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator. All parties to these terms of use waive their respective rights to a trial by jury.

You hereby acknowledge, represent and warrant that you understand that: (i) there is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning Disputes; (ii) in some instances, the costs of arbitration could exceed the costs of litigation; (iii) the right to discovery may be more limited in arbitration than in court; and (iv) court review of an arbitration award is limited. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute between you and us. If any part of this arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, except that in no case shall there be a class arbitration.

You understand and agree that by entering into these terms, you are waiving the right to trial by jury or to participate in a class action.

## **13. etc.**

### **1) Abandonability and separability**

No waiver of any of the terms or conditions set forth in these Terms or Conditions shall be deemed an additional or continuous waiver of such Terms or Conditions and shall not constitute a waiver of such rights or provisions unless the Company asserts any rights or provisions hereunder. If any provision of this Agreement is deemed invalid, unlawful or unenforceable by the court or the competent court, such provision shall be deleted or limited to a minimum so that the remainder of this Agreement may become fully effective.

**2) A full contract**

These Terms and Conditions constitute the only and complete agreement between you and the Company in connection with the Website and supersede all prior and current interests, agreements, statements and warranties made in writing and verbally in connection with the Website.

**3) Headings**

The titles and titles of sections, sections, and parts in this Agreement are for convenience only. These titles and titles do not affect the meaning of the terms of the contract.

If you have any questions, comments, or concerns about our processing activities or this Terms Of Use, please contact us via e-mail.