

Vatom Terms of Use

Updated: 10/17/22

1. Introduction and Summary. Thank you for being a member of the Vatom community. As part of this community, we set certain obligations that govern your time here. It is important you read this document carefully as these terms will control any issues that might arise between you and Vatom.

THESE TERMS OF USE AFFECT YOUR LEGAL RIGHTS. IN PARTICULAR, SECTION 17 OF THESE TERMS CONTAINS A MANDATORY ARBITRATION PROVISION AND REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS (PROHIBITING CLASS ACTION SUITS). IMPORTANTLY, SECTION 13 LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

Vatom Corporation, a Delaware corporation (together with its affiliates, “Vatom,” “we,” “our,” or “us”) hosts the Platform, including the following software programs that enable:

- Developers to build and deploy Elements;
- Users to create NFT and Smart NFT within the Vatom Studio;
- Users or Customers to purchase or otherwise utilize Elements through the Marketplace; and
- Users to create or access one or more digital environment or metaverse called Vatom Spaces.

In nearly all cases, the use of the Platform will require registering an Account directly with Vatom. By registering an Account on the Platform, or otherwise by using the Services, you agree to be bound by these Vatom Terms of Use and all other Vatom agreements, policies, and guidelines incorporated herein (“Terms” or “Terms of Use” or “Agreement”).

2. Other Definitions.

Account. An Account represents your legal relationship with Vatom and serves as a User’s identity on the Platform. There are two types of accounts, a Personal Account and a Business Account. Unlike a Personal Account, a Business Account affords the User additional Service features and opportunities to use the Platform.

Authorized User. An employee, individual, or representative authorized by you in connection with the Services to access software code and/or an administrative portal through which You can manage or control elements of the Vatom Platform in an administrative capacity only, in each case if and to the extent permitted by Vatom.

Customer. A third party that formally engages in a commercial transaction with Vatom or a Preferred Vendor, pursuant to which such party has contracted for the use of the Platform and Services.

Developer. An individual or entity that has created a Business Account on the Vatom Platform in order to permit the Developer the opportunity to publish an Element in the Vatom Marketplace or otherwise on the Platform.

Elements. The software product that is made available to Platform Users or Customers, often through a marketplace, in which the Users or Customers purchase or select such tools for use within the Platform, including, without limitation, tools, plug-ins, NFT, Smart NFT designs and behaviors, and such other technologies as Developer may develop in connection with the Platform, as permitted by Vatom through the Platform.

End User. Any participant of a Vatom Platform, other than an Authorized User, engaging with the technology through an Account.

NFT and Smart NFT. “NFT” stands for a “non-fungible token,” which may or may not be published on a blockchain, and therefore may technically be fungible. A Smart NFT is an NFT that has digital functionality on the Vatom Platform, including, for example, a digital object with which a User may interact within a Vatom Space.

Platform. Any Vatom software, including the Vatom Marketplace, Vatom Spaces, or Vatom Studio.

Preferred Vendor. The individuals or entities authorized by Vatom pursuant to a Preferred Vendor Agreement to sell or otherwise provide access to the Platform, subject to the terms of the applicable Preferred Vendor Agreement.

Privacy Policy. The Privacy Policy, which is incorporated into this Agreement according to the terms herein, is the policy hosted at: <https://www.vatom.com/privacy-policy/>.

Services. The provision by or on behalf of Vatom of the Vatom Platform (including Vatom Marketplace, Vatom Spaces, or the Vatom Studio), and any professional or support services related thereto.

User. Any End User or Authorized User of the Services.

Vatom Marketplace. A website Platform hosting Elements published by Vatom or Developer, which Users or Customers can purchase or otherwise utilize.

Vatom Spaces. A digital space hosted on the Vatom Platform in which Users can engage with Elements.

Vatom Studio. A Vatom Platform hosting tools which equip users to create certain Elements, including NFT and Smart NFT.

3. Your Account.

You must provide a valid credentials to complete the registration process, as determined by Vatom, and it is your responsibility to keep your credentials current and up to date. Any other information requested in connection with the registration process is optional, unless you are accepting these terms on behalf of a Business Account or if additional information will be necessary for billing purposes. You represent and warrant that all information provided by you to Vatom in connection with registration on the Vatom Platform is accurate and complete. You understand and agree that your Account is solely for your own usage, and you may not sell, rent, lease, or grant access to your Account to any person without our prior written permission. You are solely responsible for maintaining the confidentiality of your Account credentials, and safeguarding your username and password. Any unauthorized access to your Account could result in the loss or theft of your Elements, funds held in your Account and any associated Accounts, including your linked bank account(s) and credit card(s).

4. Acceptable Use Policy. The Vatom Platform is provided to you with the expectation that you will first “do no harm.” Beyond that, Vatom encourages all Users and recipients of Vatom Services to strive towards a standard of excellence and to act as faithful stewards for the next generation of the internet.

- a. **No Spam.** You shall not use the Services to send unsolicited messages (also known as “spam”), or to send any communication to any recipient that has not authorized You to send such communication, or to send commercial or marketing messages of any kind.
- b. **No Deception.** Any message you send or content you upload in connection with the use of the Services shall (i) accurately and in a non-deceptive manner identify you, (ii) not contain any deceptive or misleading content regarding the message’s subject matter, (iii) include your valid physical address; and (iv) comply with all applicable law.
- c. **Nature of User; Age of Majority.** The Services are not designed for use by robots, bots, or automated software programs, or for individuals under the age of 18 (or, if the age of majority in such individual’s jurisdiction is greater than 18, such age). You represent and warrant that you, and all individuals directed by you or on your behalf to use or create an account on the Vatom Platform including those whom it permits to access the Services, are at least 18 years of age, and are human actors with agency.
- d. **No Harmful Behavior.** You shall not breach any agreement with Vatom. You shall not, and shall not authorize or facilitate any attempt by another person to use our Services to:
 - i. Damage, disable, overburden, impair or interfere with any other party’s use of our Services;
 - ii. Obtain or attempt to obtain any materials or information through any means not intentionally made available through our Services;
 - iii. Use false or misleading information in connection with your user account or impersonate any other person living or dead;
 - iv. Use the Services in a manner that harasses, is tortious, violates any applicable statute, law, rule, regulation or court or administrative order, is fraudulent, or infringes any proprietary or privacy right;

- v. utilize the Marketplace to engage in token-based or other financings of a business, enterprise, venture, DAO, software development project or other initiative, including ICOs, DAICOs, IEOs, “yield farming” or other token-based fundraising events;
 - vi. cause the execution of any transaction in an NFT or Smart NFT which involves no material change in the beneficial ownership thereof;
 - vii. participate in, facilitate, assist or knowingly transact with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influence the market price of an Element;
 - viii. Solicit or submit personal information from children under 18 years of age;
 - ix. Circumvent, remove or otherwise interfere with any security-related features or limitations in the Services, features that prevent copying or using any part of our Services or features that enforce limitations on the use of our Services;
 - x. Modify, or attempt to modify, any document or transaction executed through the Services after it has been executed;
 - xi. Introduce viruses, worms, Trojan horses and/or harmful code to our Services; and
 - xii. Use any robot, spider, site search/retrieval application or other automated device, process, or means to access, retrieve, scrape or index any portion of our Services or any content;
- e. **No Export.** In accordance with United States export laws, you agree not to export or re-export the Services except in full compliance with all United States laws, rules, decrees, regulations, and executive orders, including without limitation the Export Administration Regulation of the U.S. Department of Commerce and the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. Without limitation of the foregoing Services may not be exported or re-exported into (or to a legal permanent resident of) any country to which the United States embargoes goods or to anyone on the United States Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List.

5. **Your License.** A license is a type of approval or permission that is necessary to provide the Vatom Services to our community. You hereby grant to us a nonexclusive, assignable, worldwide, royalty free, sublicensable, perpetual and irrevocable license to use, share, host, showcase, publish, display, perform, copy, modify, reproduce, or create derivative works of any registration data or any other content that you upload to the Vatom Platform for the Vatom Services, including, without limitation, indexing an Element in electronic databases, indexes, or catalogues, provided that for Developers who publish Elements on the Platform for commercial purposes, the terms of any applicable Developer Agreement shall prevail in respect of any authorization or license pertaining to such Element. Except as delineated in the Privacy Policy (which is hereby incorporated by reference in its entirety), Vatom will not sell access to your Personal Data. For the avoidance of doubt, nothing herein shall be interpreted to confer onto you a right to use the Vatom Platform, or otherwise consume the Services. In respect of our use of your User-generated content for the Services, you hereby waive any moral rights and agree not to assert them against us.

6. Control of Your Account or Content. We want the Vatom Platform to be a place of collaboration and community, where people feel safe to be themselves and to freely express their ideas and values. However, it is important that we take action to preserve the integrity of our Services. Therefore, Vatom reserves the right to remove any User-generated content from the Vatom Platform, to disable or delete any Account, or to discontinue any User's use of one or more Vatom Spaces, in each case in Vatom's absolute discretion, including for any violation of the Acceptable Use Policy in Section 4 of this Agreement, or any other provision of this Agreement. For the avoidance of doubt, Vatom may remove any NFT from the Vatom Marketplace, for any or no reason. We may cancel any transaction or revoke your eligibility to make payments through the Vatom Marketplace at any time at our sole discretion.

7. Vatom Studio.

- a. **Royalties.** Users who create Smart NFT through the Vatom Studio may choose to earn a percentage for all tertiary sales of their Smart NFT (a "Royalty"), provided that 1) those sales occur through the Vatom Marketplace, 2) the Smart NFT has not been "minted," or registered or printed on one or more blockchains; and 3) the User has integrated their account with Stripe Connect, as set forth in Payment Processing Section below. In the event the Smart NFT in question is minted, no royalty may thereafter be earned in connection with such Smart NFT. If you acquire a Smart NFT in which the creator of such Smart NFT elects a one hundred percent (100%) Royalty, you may not earn any compensation in any subsequent sale of such Smart NFT through the Vatom Marketplace.
- b. **Smart NFT.** You understand and agree that any sale of a Smart NFT may be credited to account for Royalties, which will have the effect of reducing the amount of any sales proceeds when you sell your Smart NFT through the Vatom Marketplace. As set forth below, Users who create Smart NFT and publish them on the Vatom Marketplace or otherwise on the Vatom Platform are deemed to be Developers and subject to the terms to the Developer Agreement. As such, you are solely responsible for providing all support in connection with any Element, including any Smart NFT, you upload or publish on the Vatom Marketplace or otherwise on the Vatom Platform.

8. Vatom Marketplace.

- a. **Auctions.**
 - i. Users who list Elements on the Vatom Marketplace may elect to auction their Element. Users may set a minimum bid price for such Elements. However, failing to set a minimum bid price does not excuse a seller of its obligations to sell an Element upon close of the auction. Upon the end of the auction period, the User with the largest completed bid shall have purchased the Element. Users enter into a legally binding contract to

purchase an Element when a User has the largest bid at the end of the auction, at which point a User's offer for the item is accepted, regardless of when payment is due or received.

- ii. Vatom reserves the right to set the incremental bid increases at any rate. The Platform may automatically reject any bid that fails to meet the minimum bid amount or is less than the incremental bid increase rate.
- iii. Vatom is not a party to the agreement between the buying and selling Users, nor does Vatom transfer title of the Element to you; Vatom is not a traditional auctioneer. Sellers and buyers are responsible for complying with all laws and regulations applicable to the domestic and international sale, purchase, and shipment of Elements. Notwithstanding, Vatom reserves the right to terminate any particular transaction in respect of any Users that fails to comport with the Vatom KYC or AML policy, as discussed below.

- b. **Listing on the Vatom Marketplace.** We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, all determined by Vatom in Vatom's sole discretion. Your listing of an Element on the Vatom Marketplace may not be immediately searchable by keyword or category for several hours (or up to, or more than, 24 hours in some circumstances). Vatom makes no guarantees regarding the exact duration for listing an Element. You assume full responsibility for the Element offered and the accuracy and content of the listing.
- c. **Know Your Customer.** Vatom reserves the right to implement any reasonable KYC or Anti-Money Laundering (AML) policy at any time, and to amend such policy at any time. All Users engaging in transactions and all transaction on the Vatom Marketplace shall be subject to any such KYC and AML policy. Vatom reserves the right to terminate, or fail to process, any transaction that Vatom determines, in its sole discretion, does not comply with any such policy. Vatom reserves the right to discontinue providing Services to any User who Vatom determines, in its sole discretion, fails to comply with the KYC and AML policy. Nothing herein shall be interpreted to limit Vatom's rights according to Section 6, the Control of your Account or Content.
- d. **Sales of Physical Items.** The Vatom Marketplace may allow certain Users to sell physical goods in conjunction with the sale of a listed NFT or Smart NFT (a "Physical Item"). The seller is entirely responsible for the legality, shipping and off-platform handling of any Physical Items. Vatom expressly disclaims all responsibility for any Physical Items. Please contact the seller directly if you have any concerns regarding your purchase of a Physical Item.
- e. **Developer Agreement.** Other than with respect to NFTs, Users who upload an Element to the Vatom Marketplace shall be deemed to be a Developer and shall therefore be subject to the terms of the Developer Agreement, available online at <https://resources.vatom.com/system/terms/10172022/developer-agreement.pdf>.

For all sales of NFTs on the Vatom Marketplace using fiat currency, Vatom or Vatom's service provider, Stripe Connect, shall deliver the payment owed pursuant to the Developer Agreement within thirty days from the end of the month corresponding to such sale. As set forth more fully in the Developer Agreement, all pecuniary, non-token transactions in the Vatom Marketplace shall be in USD, and any currency exchanges shall be subject to the Stripe Connect Terms of Service, as discussed in Section 8(h) below.

- f. **Collection of Payments for Developers.** We serve as a limited payment collection agent of Developers offering Elements through the Vatom Platform, and we are authorized to accept payment from you on behalf of those developers for purchase of that content. Your full payment to us of the transaction price for a Developer's Element constitutes payment to that developer and satisfies your payment obligations to that Developer for the purchased Element. Where you make a payment to a developer offering content through the Vatom Marketplace in the European Economic Area, this is not a regulated payment service. Therefore, with respect to this payment service, **you acknowledge that you will not benefit from the customer protections available to payment service users under the applicable regulatory framework when a regulated payment service is provided** (e.g. refund rights for unauthorized transactions, safeguarding of funds).
- g. **Payments Generally.** When you provide a payment credential to us, you confirm that you are permitted to use that payment credential. When you fund a transaction, you authorize us (and our designated payment processor) to charge the full amount to the payment credential you designate for the transaction. You also authorize us to collect and store that payment credential, along with other related transaction information. If you pay by credit or debit card, we may obtain a preauthorization from the issuer of the card for an amount, which may be as high as the full price of your payment. Such preauthorization may appear as a "hold" on your credit card or funds associated with your debit card. Your card will be charged at the time you initiate a payment, or shortly thereafter. If you cancel a transaction before completion, this preauthorization may result in credit or funds not being immediately available to you until your issuer releases the hold. You are solely responsible for any fee issued by the credit card or banking company in connection with a terminated or rejected transaction.
- h. **Payment Processing Services.** All charges on the Marketplace are facilitated through Stripe Connect, a third-party payment processing service. For any transaction through the Vatom Marketplace, our Users must employ the Stripe Connect, which requires agreeing to the Stripe Connected Account Agreement available at <https://stripe.com/us/connect-account/legal>, which includes the Stripe Terms of Service (<https://stripe.com/us/legal>). By agreeing to this Agreement and by engaging in a transaction through Vatom Marketplace, you agree to be bound by the Stripe Services Agreement, as may be modified by Stripe from time to time. The Company may replace its third-party payment processing services without notice to you at any time.

- i. **Refunds and Payment Information.** All transactions on the Marketplace, and any fees related thereto, are final. Any refund that the Developer owes to you will be credited to the same payment credential that you used for the original transaction. If your original payment credential is no longer available, we reserve the right to credit your refund to another payment credential in your account or by other means we deem appropriate. As a result, you agree to keep your stored payment credential(s) up to date. If we participate in a card account updater service, you authorize us to contact your card issuer or card network to obtain up-to-date information about your payment credential, and to automatically update your payment credential, including your account number or expiration date, if such information is available.
- j. **No Securities.** Users are prohibited from uploading or hosting any Smart NFT to or on the Vatom Marketplace that would constitute a security, as defined in the U.S. Securities Act of 1933 (15 U.S.C. 77b), or as determined to be a security by the US Congress, the Department of Treasury, the Securities Exchange Commission (SEC), the Commodity Futures Trading Commission (CFTC), or a court of competent jurisdiction. In addition, in the event of a determination that ETH constitutes a security, for any listing or for any sale of an Element on the Vatom Marketplace in which ETH is or may be used as consideration, Vatom may 1) refuse to process the transaction; 2) modify the listing to remove reference to ETH; or 3) otherwise remove a User's ability to accept ETH. In general, Vatom reserves the right to modify its Services to comply with applicable law, rules, regulations, or judicial or administrative order.
- k. **Ownership of Listed Elements.** All NFT or Smart NFT must be owned by the User who has listed the Element on the Vatom Marketplace; to the extent you list an Element on the Vatom Marketplace, you hereby represent that you own all associated NFT and Smart NFT. Subject to the Developer Agreement, where applicable, Users are prohibited from listing or selling Elements that belong to third parties or contain property belonging to third parties, unless such User has obtain such third party's approval, consent, or permission.
- l. **Subscriptions.** If you purchase a subscription to a feature within the Platform, such as a Smart NFT from a Developer through the Vatom Marketplace, you authorize us to bill your payment credential immediately, and then again at the beginning of each subscription period, according to the applicable subscription terms. Except as otherwise set forth in the terms of your subscription, the following terms apply for subscriptions purchased through payments features through the Vatom Platform:
 - i. If a free trial period is offered and you do not cancel during the free trial period, you will be billed at the end of the free trial period and at the beginning of each subsequent subscription period.
 - ii. We will continue to bill your payment credential each subscription period until you cancel, which you can do so at any time. To avoid being charged

your next subscription payment, you must cancel at least 24 hours before your next scheduled payment.

- iii. If you cancel a subscription you will still have access to the app or feature you subscribed to through the end of the subscription period.
- iv. If an app or feature you subscribed to becomes unavailable during your subscription you will not be billed at the beginning of the next subscription period.

- m. **Element Disclaimer.** In addition to the disclaimer of warranties set forth in section 10 and 11 below, Vatom makes no representations regarding the quality or utility of any Element made available or sold through the Vatom Marketplace by a third party Developer, or other User. Further, Vatom makes no representations regarding the buying and selling activity on the Vatom Marketplace, including the likelihood that any particular Vatom Element will be purchased.
- n. **Payment Discrepancies; Notifying Vatom.** If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction.

9. Vatom Wallet.

- a. **Other Wallets.** While Vatom strives to be proactive in integrating its Vatom Wallet with other third-party wallets in order to permit a User to more efficiently transfer digital assets among those third-party wallets and a User's Vatom Wallet, Vatom makes no representations regarding the interconnectedness of its Vatom Wallet, and expressly disclaims any inter-operationality with third party software. You understand that any Vatom marketing that purports to claim the Vatom Wallet to be the "Wallet of Wallets" is aspirational, and does not constitute a warranty of any kind. As a result, you understand and agree that you may not be able to transfer any digital asset held in a Vatom Wallet to a preferred third-party wallet, or any other wallet at all, and that Vatom may discontinue its relationship with a third party wallet at any time. In the event you cannot transfer your asset from a Vatom Wallet to an external wallet, your sole recourse may be to list your asset on the Vatom Marketplace.
- b. **No Securities.** Users are prohibited from transferring or hosting digital asset (including any Smart NFT) to or on the Vatom Wallet that would constitute a security, as defined in the U.S. Securities Act of 1933 (15 U.S.C. 77b), or as determined to be a security by the US Congress, the Department of Treasury, the Securities Exchange Commission (SEC), the Commodity Futures Trading Commission (CFTC), or a court of competent jurisdiction. In the event of any such determination, Vatom may 1) refuse to process a transaction; 2) transfer the asset

to a custodian authorized to handle securities at your expense; or 3) otherwise remove a User's ability to accept such assets.

10. Disclaimer of Third-Party Software and Technology that Involves Tokens or the Blockchain.

- a. You acknowledge that the Vatom Platform may host third party software, including, without limitation, Elements published by Developers, in which case, third-party terms may apply to your use of the Services or activity on the Platform. Please be advised that these third-party terms will govern the third party's relationship with you. Vatom is not a party to this third-party agreement and as such, Vatom shall not be responsible for any breach by you or the third-party in connection therewith.
- b. You further acknowledge and agree that Vatom does not control, and there are risks inherent to, certain third-party technology that relating to the Services involving tokens, cryptographic assets, digital assets, smart contracts and the blockchain, including the so-called "minting" of NFT or Smart NFT on a blockchain controlled, directly or indirectly, by one or more third parties. By using the Platform, you acknowledge and agree to undertake these risks.
 - i. You understand blockchain, digital assets, cryptographic assets, tokens, and smart contract technologies are each relatively new innovations that pose inherent risks, including cyber-attacks to manipulate blocks within a blockchain, which may affect your rights in an asset you acquire or hold on or through the Vatom Platform.
 - ii. Nearly all publicly accessible blockchains (non-permissioned blockchains) are subject to the risk of a fork, which may have the effect of duplicating assets minted on one or more blockchains, or otherwise changing the software that governs the blockchain. Because Vatom does not own or control the blockchain, Vatom makes no representations or warranties regarding the resilience, integrity, or safety of the blockchain, or of particular rights associated with any blockchain, or, as applicable, one or more versions of the blockchain, even where Vatom's Services include minting an Element to the blockchain on its own behalf or on behalf of a Customer.
 - iii. Advances in code cracking or technical advances, such as the development of quantum computers, may present unique risks to smart contracts, "crypto" or cryptocurrencies, blockchains and tokens, which could result in the theft or loss of your cryptographic tokens (NFT or Smart NFT) or other property, among other potential consequences.
 - iv. You acknowledge that these innovations are fundamentally realized by software, and that no software is immune to coding flaws, outside attack, network interruption, or bugs. To the extent that a flaw or bug has been incorporated into your Smart NFT, it may be difficult or impossible to correct that code once it has been reduced to the blockchain.

- v. You acknowledge that the price and value of digital and cryptographic assets are volatile, and are subject to “swings” in pricing that may lead to a loss of value or a disruption in connection with the Services. There is no guarantee that any Element purchased through the Vatom Marketplace will retain its value. For example, “gas fees” are the transactional medium by which one may process an exchange on or in relation to the Ethereum blockchain, including the currency by which one may “mint” an NFT to the blockchain. An abrupt increase in the value of the currency used as “gas” to mint your NFT, may lead to higher transactional fees, or make minting your Element impractical or unadvisable. Gas fee is required for every transaction on the Ethereum network. Unless Vatom explicitly says otherwise to you in writing, Vatom shall not be responsible for covering the gas fees.
 - vi. In addition, a User may list an Element on the Vatom Marketplace and accept some amount of tokens as compensation for such Element. Given the volatility of the value of tokens, the purchase price in of an Element (for ex., in ETH) may be materially less than the list price. Users are solely responsible for monitoring the value of the token price for their Elements listed on the Vatom Marketplace.
 - vii. Smart Contracts may not be a “Contract” in a legal sense, and any error in the programming of the Smart Contract may lead to erroneous self-execution. If an off-chain condition is required to affect the execution of the Smart Contract, a third party’s input will be necessary. In such an case, Vatom has no control over such third party’s role in effecting the Smart Contract.
 - viii. The blockchain, cryptographic tokens, digital assets, or any smart contracts that function on or in relation to the blockchain, are now, or may now or in future be subject to governmental regulation that may affect your rights, and which may result in a loss, limitation of access, or forfeiture of assets held within your Vatom Wallet or purchased or acquired within the Vatom Marketplace.
- c. You are solely responsible for any taxes related to the purchase, sale, or pertaining to the minting of any Element on or through the Vatom Platform. Vatom shall not determine any tax liability on your behalf nor shall Vatom act as a withholding tax agent.

11. Disclaimer of Warranties. ALL ASPECTS OF THE PLATFORM AND THE VATOM SERVICES, INCLUDING, WITHOUT LIMITATION, ALL ELEMENTS HOSTED WITHIN A VATOM SPACE OR THE VATOM SPACE ITSELF, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW, AND VATOM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGES THAT VATOM DOES NOT

WARRANT THAT THE MARKETPLACE, SPACES, PLATFORM, OR VATOM API OR CLI WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES, MALWARE, OR WORMS (OR OTHER TECHNOLOGY SPECIFICALLY DESIGNED TO DISRUPT, DISABLE, OR HARM YOUR SOFTWARE, HARDWARE, COMPUTER SYSTEM, OR NETWORK), OR IN THE CASE OF THE MARKETPLACE, HOST AUTHENTIC OR UNIQUE ELEMENTS, AND NO INFORMATION OR ADVICE OBTAINED BY ANY USER FROM VATOM OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. VATOM IS NOT RESPONSIBLE FOR AND SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY UNAUTHORIZED USE OF THE VATOM PLATFORM OR THE VATOM SERVICES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE PLATFORM, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

12. Class Action Waiver. THE PARTIES AGREE THAT TO THE EXTENT THIS AGREEMENT PERMITS A SUIT, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. IN SUCH AN EVENT, THE PARTIES AGREE THAT YOU MAY NOT SEEK ANY RELIEF THAT WOULD AFFECT OTHER PARTIES.

13. Limitation of Liability. We cannot predict when issues might arise with our Platform, or for any features or Elements hosted therein. Accordingly, you understand and agree that our liability shall be limited to the fullest extent permitted by applicable law, including for causes of action based on breach of contract or warranty, strict liability, or negligence, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to this Agreement, the Platform, the Services, or any Vatom product, even if we or you have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to this Agreement, the Vatom Platform, or the Vatom Services will not exceed one hundred dollars (\$100), and You hereby release Vatom from any and all amounts or claims in excess of such amount. You acknowledge and agree that the limitations and disclaimers in this document form an essential basis of the bargain and that but for such limitations and disclaimers, Vatom would neither provide you with access to the Platform or any associated technologies or Services, nor enter into this Agreement with you.

14. Indemnity. If you have a dispute with one or more Users, a Preferred Vendor, a Customer, a Developer or a company deploying technology on the Platform, you agree to release and hereby do release Vatom from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You further agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to the Services or your use of the

Platform, including but not limited to your violation or breach of this Agreement. In the event of such a claim, demand, suit or proceeding (a “Claim”), Vatom shall (1) give you written notice of the Claim within a reasonable period of time from Vatom’s actual knowledge of the Claim; (2) at Vatom’s election, give you sole control of the defense and settlement of the Claim, provided that you may not settle any Claim unless the settlement unconditionally releases Vatom of all liability and the settlement does not include an admission of guilt or responsibility of Vatom, provided further that, if Vatom elects to lead the defense, Vatom shall not settle the matter without your consent in the event the settlement involves a requirement that you compensate one or more movants or Vatom, which consent shall not be unreasonable withheld; and (3) provide you all reasonable assistance, at your expense.

15. Effects of Deleting Your Account. Account deletion may not result in the automatic deletion of some or all content you have uploaded to the Platform, including any textual conversation in a chat function within the Vatom Spaces, for example. We may retain your information, including publishing or otherwise using your information in connection with the Services, following the deletion of your Account to the extent necessary to improve or continue to deliver the Services, investigate violations or breaches of this Agreement, or comply with the law, rule or regulation, or any ruling by a court of competent jurisdiction. The license provided by you herein shall persist until such time that Vatom makes a determination, in its sole and absolute discretion, that it no longer requires your content for the aforementioned reasons, at which point, Vatom shall delete your content within a reasonable period of time, provided that you hereby assign any feedback you have provided to Vatom or its affiliates, Preferred Vendor, or Customer in connection with the Services or the Platform and you hereby agree that Vatom shall have the right to use and fully exploit such feedback and related information in any manner it deems appropriate.

16. Amendments and Modifications. We work constantly to improve our services and develop new features to make our Platform better for you and our community. As a result, we may need to update the terms of this Agreement from time to time to accurately reflect our services and practices, to promote a safe and secure experience on our Platform and with our Services, to comply with applicable law, or to further insulate the risk associated with servicing so many Users and Customers. Unless otherwise required by law, we will notify you before we make material changes to these Terms. Once any updated Terms are in effect, you will be bound by them if you continue to access your Account, use the Services or the Platform. We hope that you will continue using our Platform, but if you do not agree to our updated terms of the Agreement and no longer want to be a part of the Vatom community, you can delete your Account at any time. Deleting your Account is your sole recourse if you object to a term of this Agreement, and is subject to Section 13, Effects of Deleting Your Account.

17. Miscellaneous.

- a. **Governing Law.** Except to the extent applicable law provides otherwise, this Agreement between and any access to or use of the Platform or the Services are

governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions.

- b. **Mandatory Arbitration.** THE PARTIES HEREBY WAIVE THEIR RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Mandatory Arbitration Section. All disputes arising from or in connection to the Services or the Vatom Platform, shall be adjudicated in arbitration, and shall be brought on an individual basis as set forth in Section 12 of this Agreement. The arbitration will be governed by the AAA's Consumer Arbitration Rules ("AAA Rules"), and will be administered by the AAA. If the AAA is unavailable, the parties will agree to another arbitration provider or the court will appoint a substitute. The arbitrator will not be bound by rulings in other arbitrations in which you are not a party. To the fullest extent permitted by applicable law, any evidentiary submissions made in arbitration will be maintained as confidential in the absence of good cause for its disclosure. The arbitrator's award will be maintained as confidential only to the extent necessary to protect either party's trade secrets or proprietary business information or to comply with a legal requirement mandating confidentiality. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA Rules. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. Dollars (\$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. Dollars (\$10,000.00) or more, the right to a hearing will be determined by the AAA Rules. If you do not wish to be bound by this provision (including its waiver of class and representative claims), you must notify us as set forth below within 30 days of the first acceptance date of any version of these terms. Your notice to us under this Agreement must be in writing and submitted to the address here: Mintz Levin. Attention to: Steve Osborn. 44 Montgomery St # 36, San Francisco, CA 94104. If a claim between you and us is not subject to arbitration, you agree that the claim must be resolved exclusively in the U.S. District Court for the Central District of California or a state court located in Los Angeles County, and that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- c. **Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency injunctive or equitable relief before a state or federal court in California. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section.
- d. **Notice to You.** Notice shall be deemed to have been effectively delivered or given and received on the date Vatom sends electronic mail to the electronic mail address associated with your Account.
- e. **DMCA Designated Agent Information.** Users may submit their takedown requests using the following contact information:

Vatom, Corp.
Attn. DMCA Notice

543 Broadway Ave
Venice, CA 90291
Email: copyright@vatominc.com

- f. **Third Party Beneficiary; Non-Assignability.** These Terms do not confer any third-party beneficiary rights. You may not assign or delegate any rights or obligations under this Agreement or any agreement incorporated by reference herein, without our prior written consent, and any unauthorized assignment and delegation by you is void. Vatom may assign or delegate this Agreement and/or any agreement incorporated by reference herein, in whole or in part, to any person or entity at any time without your consent.
- g. **Severability.** If any portion of this Agreement is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can't be made enforceable, then it will be severed and the remaining portion will remain in full force and effect.
- h. **No Waiver.** The parties agree that any delay or omission on the part of Vatom to enforce any provision of this Agreement will not be considered a waiver of our right to enforce or benefit from such provision.
- i. **Survival.** Any term which by its own nature would survive termination of this Agreement will so survive, including any license, release, limitation of liability, indemnification obligation, or the arbitration provision herein.
- j. **Complete Agreement and Other Agreements.** This Agreement, together with any policy or agreements incorporated by reference herein, represent the complete and exclusive statement of the agreement between you and us, provided that for any Developer who enters into Developer Agreements, or any Customer that enters into licensing agreements with Vatom or a Preferred Vendor (together with the Developer Agreement, the "Commercial Agreements"), the Commercial Agreements shall coincide with this Agreement and shall prevail with respect to any conflicting provisions, unless expressly stated otherwise herein. Other than for Commercial Agreements, this Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and Vatom relating to the subject matter of these terms. If the Commercial Agreements each do not contain a term which purports to restrict the handling, use, and disclosure of confidential or proprietary information, and the parties to the Commercial Agreements separately executed a nondisclosure agreement with Vatom, the terms of the nondisclosure agreement shall coincide and shall not be superseded by this Agreement.
- k. **For the avoidance of doubt, and other than your experience engaging with the Platform as Vatom intended any User to do through an Account, you may not use any Vatom trademark without our written consent. We reserve all rights not expressly granted to you.**

