



東華三院
Tung Wah Group of Hospitals



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1. INTRODUCTION

- 1.1 Welcome to TWGHs NFT Marketplace!
- 1.2 The TWGHs NFT Marketplace is a digital platform for NFTs, with the aim of supporting our charitable operations and objectives.
- 1.3 TWGHs NFT Marketplace (the "**Platform**") is accessible via <https://tungwahnft.io> (the "**Site**"). We make various services available on the Platform, including enabling you to (collectively, the "**Services**"):
 - (a) view and explore non-fungible tokens ("**NFTs**") that are made available on our Platform; and
 - (b) connect directly with others to purchase, sell or transfer NFTs on public blockchains.

2. THESE TERMS

- 2.1 These Terms of Use (these "**Terms**") are entered into by and between you and Tung Wah Group of Hospitals, a charity organisation whose registered address is at 12 Po Yan Street, Sheung Wan, Hong Kong ("**TWGHs**", "**our**", "**we**," or "**us**").
- 2.2 **These Terms govern your use of our Services. By using our Services (including by accepting these Terms and/or completing our account registration process), you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services.**
- 2.3 **NFTs represent a rapidly growing area, requiring careful research. You are solely responsible for verifying the authenticity, legitimacy, identity, and other details about any NFT, collection, or account that you view or otherwise interact with in conjunction with our Services. We make no guarantees or promises about the identity, legitimacy, or authenticity of any NFT, collection, or account on the Services.** In particular, there are risks inherent in the use, purchase or sale of NFTs, including those set out in Schedule 2.
- 2.4 **Structure of these Terms.** These Terms comprises and incorporates the following:
 - (a) The head terms of these Terms.
 - (b) The Schedules to these Terms.
 - (c) Our Privacy Policy, which governs how we treat all personal information that we collect.
 - (d) The Additional Terms and Policies.

Any conflicts or inconsistencies between these parts of these Terms will be resolved in accordance with the above order of precedence, unless otherwise expressly specified.
- 2.5 **Additional Terms and Policies.** There may be additional terms and policies ("**Additional Terms and Policies**") that apply to your use of all or part of the Services – including specific features of the Services or to jurisdictions (if you are located within such jurisdictions). The Additional Terms and Policies form part of and are incorporated these Terms.



2.6 By agreeing to these Terms and using our Services, you represent and warrant that:

- (a) you are at least 18 years of age;
- (b) you have the full right, power, and authority to agree to these Terms and access the Platform and our Services;
- (c) you are not subject to any financial sanctions, embargoes or other restrictive measures imposed by the United Nations or any governmental authority in any jurisdiction in which the Platform is available;
- (d) you are not a citizen or resident of any of the following countries: Afghanistan, Central African Republic, Democratic Republic of the Congo, Democratic People's Republic of Korea, Iran, Iraq, ISIL and Al-Qaida, Lebanon, Libya, the People's Republic of China (excluding Hong Kong SAR and Macau SAR), Somalia, South Sudan, Sudan and Yemen;
- (e) you are not prohibited by any applicable laws in your jurisdiction from accessing or using the Platform or the Services in accordance with these Terms; and
- (f) you will use our Services and our Platform, and otherwise perform these Terms, in compliance with all applicable laws.

3. **CHANGES TO THESE TERMS AND THE SERVICES**

3.1 **Changes to these Terms.** We may amend any part of these Terms from time to time by notice to you:

- (a) at our sole discretion; or
- (b) as required by Applicable Laws from time to time.

By continuing to use the Services after we have amended these Terms, you agree to these Terms as amended. Please review these Terms from time to time, to ensure that you understand the terms and conditions that apply to your use of our Services.

3.2 **Changes to the Services and the Platform.** As the Services and the Platform evolve, we may from time to time:

- (a) add, change or remove features or services from the Services and the Platform; and/or
- (b) suspend, discontinue or terminate the Services and the Platform altogether.

You agree that we may take any such actions at any time and for any (or no) reason.

4. **YOUR RIGHT TO USE THE SERVICES**

4.1 Subject to the terms of (and your compliance with) these Terms, we grant you a limited, non-exclusive, non-transferable and revocable license to access and use the Platform (including the Platform Content), for the sole purpose of your use of our Services (such licence being the "**Licence**").



5. OUR ROLE IN PROVIDING THE SERVICES TO YOU

- 5.1 **We are not a wallet provider, exchange, broker, financial institution, or creditor. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs.**
- 5.2 **We are not party to any agreement between any users, including with respect to any transactions of NFTs conducted via our Platform.** You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from sellers using the Services, and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Services.
- 5.3 While we provide the Services to you, the Platform is operated by our third party technical services operator. Our provision of the Services is subject to any terms that we (and you) may have with such operator, and we may subcontract the performance of any part of these Terms (and the operation of the Services) to such operator.

6. YOUR ACCOUNT

- 6.1 You need to create an account with the Platform to use the Services. When you create an account, we may require you to provide information and documents. If you do not provide complete and accurate information and documents as requested by us, we may refuse to provide the Services to you.
- 6.2 You agree to the following:
- (a) **Number of Accounts:** you may only open one account on the Platform. If we suspect that you have opened multiple accounts on the Platform, we reserve the right to take whatever action we deem appropriate, including closing and/or freezing your accounts.
 - (b) **Access:** use of your Platform account is limited solely to you. You will not sell, rent, lease, or grant access to your Platform account to any person.
 - (c) **Security:** you are solely responsible for maintaining the security of your account and control over any user names, email addresses, passwords, or any other codes that you use to access the account. 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 and any associated accounts, including your linked bank account(s) and debit/credit card(s). We are not responsible or liable for any unauthorized access to or use of your account. If you notice any unauthorized or suspicious activity on your account, please contact us immediately.
 - (d) **Unclaimed Property:** if the Platform or its agent is holding funds in your account and has no record of your use of the Services for a certain time period, we may be required, upon passage of applicable time periods, to report these funds as unclaimed property in accordance with the abandoned property and escheat laws. If this occurs, we will use reasonable efforts to give you written notice. If you fail to respond within seven business days or as required by law, we may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or administrative fee from such unclaimed funds, as permitted by applicable law.



7. **NFTS ARE CREATED BY THIRD PARTIES, AND SUBJECT TO PURCHASE TERMS**

- 7.1 Our Services allow you to explore NFTs created by third parties and interact with different blockchains.
- 7.2 We do not make any representations, warranties or guarantees:
- (a) about any content visible through our Services, including any User Content or other content associated with NFTs displayed on our Services, and you are solely responsible for verifying the legitimacy, authenticity, and legality of NFTs that you purchase from third-party sellers; and
 - (b) that any NFTs visible on our Services will always remain visible and/or available to be bought, sold, transferred or used.
- 7.3 NFTs may be subject to terms directly between buyers and the issuer of the NFT or another third party with respect to the use of the NFT content and benefits associated with a given NFT ("**Purchase Terms**"). Those Purchase Terms may be made available via hyperlinks on our Services, or are embedded within the NFT itself. **We are not a party to any such Purchase Terms, which are solely between the buyer and the relevant counterparty to the Purchase Terms, and the parties to the Purchase Terms are entirely responsible for reviewing, agreeing to and enforcing those Purchase Terms.**
- 7.4 **We have no control regarding the storage of any intellectual property that underlies a NFT – such intellectual property may be stored on another blockchain or a third party storage provider that is not controlled by us.** You are responsible for ensuring that you have access to such intellectual property in accordance with the Purchase Terms, and establishing any appropriate or required backup and cybersecurity procedures.

8. **USER CONTENT**

- 8.1 By providing any User Content on the Platform or otherwise using our Services, you grant us a worldwide, non-exclusive, sublicensable, royalty-free licence to use, copy, modify, and display any content (including text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions or any other data, and any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Service) that you submit or upload through the Platform or our Services (all such submitted or uploaded data being the "**User Content**"), for any of our business purposes (whether current or future). Such purposes may include providing our Services to you, and research and development and marketing for our Services and any future services that we may provide. Such licence for our current and future business purposes, including to provide, promote, and improve the Service.
- 8.2 Any User Content you upload on our Platform may be made publicly available. You represent and warrant that:
- (a) you own and control all rights in and to your User Content and have the right to grant all licences and rights that you will grant under these Terms;
 - (b) your User Content will not infringe the intellectual property rights of any third party; and
 - (c) all of your User Content do and will comply with these Terms.



- 8.3 You are responsible for any User Content you submit, including their legality, reliability, accuracy, and appropriateness. We are not responsible or liable for any User Content submitted by any user.
- 8.4 We reserve the right, in our sole discretion, for any reason and with or without notice, prohibit you from uploading your User Content, or remove your uploaded User Content. We may (but are not required to) monitor User Content to detect and prevent fraudulent activity or violation of these Terms.
- 8.5 We are not required to back up any of the User Content. Please maintain a copy of your User Content at all times.
- 8.6 If you have created (or otherwise control the relevant intellectual property rights to) a NFT that has been made available on the Platform (a "**Contributor**"):
- (a) when you create a NFT with us, you grant us to the right to use any content that you submit with that NFT pursuant to the User Content licence set out on clause 8.1, including to create the NFT you requested;
 - (b) you grant us the right to use your name and image for marketing or promotional purposes and agree that we may use or modify images from the NFTs that you create for marketing or promotional purposes;
 - (c) you are responsible for ensuring that any NFTs you create are subject to appropriate Purchase Terms, and for the creation of such appropriate Purchase Terms; and
 - (d) any NFTs you create will be subject to these Terms, and may also be subject to further Additional Terms and Policies.

9. **OWNERSHIP OF PLATFORM CONTENT**

- 9.1 Our Platform, including all content, and all other materials contained on the Platform (e.g. the Platform's logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement of such on the Platform) (collectively, "**Platform Content**") are the proprietary property of ours (or our affiliates or licensors, as applicable). The Platform's logo and any Platform product or service names, logos, or slogans that may appear on the Platform or elsewhere may not be copied, imitated or used, in whole or in part. For clarity, the Platform Content does not include any User Content.
- 9.2 We grant you a limited licence. You may not use framing techniques to display any Platform Content. In addition, the look and feel of the Platform and the Platform Content, including all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of ours and may not be copied, imitated, or used, in whole or in part, without our prior written permission.
- 9.3 You will have no ownership or other property interest in your account, and all rights in and to your account are and will forever be owned by and inure to the benefit of the Platform.

10. **TERMS OF SALE AND TRANSACTION FEES**

How NFTs are sold



- 10.1 The sales of NFTs on the Platform may be done via direct sale or via auction. There may be further Additional Terms and Policies applicable to each such method, as displayed on our Platform.
- 10.2 By placing a bid or an order on or through the Platform, you agree that you are submitting a binding offer to purchase such NFT. Once your order is accepted and confirmed and payment has been successfully made, the Platform will display a confirmation page (or you may receive a communication regarding such confirmation). The supply of (and payment for) such NFT will be made immediately after such confirmation has been communicated to you.
- 10.3 We may (in our sole discretion):
- (a) refuse any order you place with us, and to limit or cancel quantities purchased per person or per order (including orders that we reasonably believe to be placed in bad faith). These restrictions may include orders placed by or under the same account, the same payment method, and/or orders that use the same billing address; and
 - (b) limit, change, cancel, or relist any auctions, without prior notice, even after bids have been submitted.

Transaction Fees

- 10.4 There may be fees and/or other amounts payable in relation to your purchase or sale of a NFT on our Platform (collectively, the "**Service Fees**"). Such Service Fees will be communicated to you prior to your transaction, and may be otherwise further detailed, on our Platform.
- 10.5 You agree that we may deduct such Service Fees from your payment (or amount to be received by you), before your payment for the transaction is made to the relevant seller (or before you receive the relevant transaction amount from the relevant buyer).
- 10.6 Part of the Service Fees may be deducted and contributed to TWGHs' charitable efforts. We are unable to provide tax invoices for such contributed amounts.
- 10.7 We may set out further Additional Terms and Policies regarding Service Fees, payments and invoicing on our Platform.

Taxes

- 10.8 We are not responsible for determining the withholding, sales, use, value added, transfer or other taxes, or any interest and penalties imposed relating to such taxes ("**Taxes**"), that apply to your transactions on the Platform. You agree that you are solely responsible for determining what, if any, Taxes apply to your transactions and for withholding, collecting, reporting and remitting the correct amounts of Taxes to the appropriate taxing authorities. Unless otherwise indicated on an applicable invoice, any amounts due in respect of a Platform transaction are exclusive of Taxes, the settlement of which will be your own responsibility. Any payments with respect to your Platform transactions will be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law requires the deduction or withholding of any Tax from any such payment then the sum payable by you will be increased as necessary so that after such deduction or withholding has been made the amount received is equal to the sum that would have been received had no such deduction or withholding been made. Upon our request, you agree to promptly provide any tax form that is reasonably required by us to comply with tax reporting obligations.

11. PAYMENTS

11.1 You may purchase selected NFTs on the Platform using the following methods:

- (a) using fiat currency and via your debit or credit card, by providing your debit or credit card details through the Platform or its payment agent (we will only accept such cards that are in your name);
- (b) using certain cryptocurrencies (including ETH). Such cryptocurrency transactions will be conducted via the digital assets wallet that you have registered within your Platform account.

Upon the Platform's receipt of confirmation that such debit or credit card transaction has been authorised, the Platform will credit the purchased NFT to your digital asset wallet registered with the Platform. We may change, add or delete payment methods from time to time.

11.2 All NFT purchases are irreversible and final once you have provided the relevant instructions and/or payments to us or our payment agent.

11.3 We are not liable for any partially completed transactions or delays in the processing of your instructions. If your payment is not successful or if your payment instrument has insufficient funds, you authorise us, in its sole discretion, either to cancel the transaction or to debit your other payment instruments, including balances on your digital asset wallet registered with the Platform for any amount necessary to complete the transaction.

11.4 You will be responsible for any fees relating to the purchase of NFTs (including any fees charged by your bank, debit/credit card issuer or provider of your digital assets wallet).

12. YOUR "OWNERSHIP" OF A NFT

12.1 When you purchase a NFT on the Platform, and subject to the Purchase Terms for that NFT:

- (a) you will own and have the right to sell or give away the NFT. Such right may be subject to further terms and technical limitations – e.g. NFTs may only be transferred to third party digital assets wallets or marketplaces that are approved by us and/or compatible with the relevant NFT's blockchain and other technical standards. Once you sell or give away the NFT, you will have no further rights in or to the NFT (or any underlying content of that NFT); and
- (b) we grant to you a limited, worldwide, non-exclusive, non-transferable (except in connection with a secondary sale), non-sublicensable, revocable licence to publicly or privately display (including on social media platforms and digital galleries) any intellectual property (or related intellectual property rights) included in the NFT owned by you, solely for your personal, non-commercial use (and such right may be subject to cryptographic verification (by us or any relevant third party) of your rights to do so).

12.2 The Purchase Terms will govern whether you have any further rights in relation to the User Content or Third Party Content that is embedded or referenced within the NFT, including any licence to use intellectual property rights (such as a picture) referenced within the NFT, and your right to receive any digital / physical item or other contractual rights associated with the purchase of the NFT (e.g. a physical embodiment of the picture that is part of the NFT's underlying intellectual property).

- 12.3 Except as expressly specified in these Terms, the Purchase Terms or otherwise on the Platform (e.g. the listing page for the relevant NFT), neither these Terms nor your purchase of the relevant NFT grants you any rights to that NFT (or the intellectual property rights within or referenced in such NFT).

13. **THIRD PARTIES**

Third Party Sites

- 13.1 The Platform may rely on third party platforms, including ON1ON wallet service to perform the Platform transactions. Our Platform may contain links to third party websites or applications (collectively, "**Third Party Sites**"). We provide such links for your convenience only. We do not own or control Third Party Sites, and we do not review, approve, monitor, endorse, warrant or make any representations with respect to Third Party Sites (or any products, services or content on such Third Party Sites).
- 13.2 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. We are not a party to any such agreement. You use Third Party Sites at your own risk, and these Terms (and our other policies) do not apply to your use of such Third Party Sites. 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.

Third party services

- 13.3 To use our Services, you may need to register with third parties to use certain services that are required to use our Platform or Services (including the ON1ON wallet service referenced below). Your use of any such third party services is subject to any terms you may have with such third party providers. We are not responsible for, have no liability for, and are not a party to your agreement with any third party for, any such third party services.

ON1ON's wallet service

- 13.4 In order to use certain functions of our Services, you must open an account with ON1ON wallet service and accept its Terms of Service and Privacy Policy. Any digital assets held in ON1ON wallet service is held by its service provider (as set out in ON1ON wallet service's Terms of Service).
- 13.5 You authorize us to share your identity and account data with the provider of ON1ON wallet service for the purposes of opening, maintaining and supporting your account with ON1ON wallet service, and you are responsible for the accuracy and completeness of such data. You will access and manage your ON1ON wallet service account through our Platform, and ON1ON wallet service account notifications will be sent by its provider via our Platform.
- 13.6 Where transactions on our Platform require the use of ON1ON wallet service, such use are governed by the ON1ON wallet service's Terms of Service and Privacy Policy.

14. **DISCLAIMERS**

- 14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THESE TERMS, OUR SERVICES, OUR PLATFORM AND THE NFTS MADE AVAILABLE ON OUR PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TWGHs MAKES NO WARRANTY THAT THE PLATFORM, SERVICES, USER CONTENT, PLATFORM CONTENT OR NFTS MADE AVAILABLE ON OUR PLATFORM WILL:

- (a) MEET YOUR REQUIREMENTS;
 - (b) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;
OR
 - (c) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.
- 14.2 TWGHs WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN IN RELIANCE ON MATERIALS OR INFORMATION, CONTAINED ON OUR PLATFORM.
- 14.3 TWGHs DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM, SERVICES, USER CONTENT, PLATFORM CONTENT OR NFTS MADE AVAILABLE ON OUR PLATFORM:
- (a) ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; OR
 - (b) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TWGHs DOES NOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE, AND YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET.
- 14.4 TWGHs WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES (INCLUDING ANY LOSS OF NFTS) 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 THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM;
 - (f) VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOUR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS, OR ANY OTHER FEATURES OF NFTS; OR
 - (g) LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING NFTS INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.
- 14.5 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. TWGHs DOES NOT GUARANTEE THAT IT CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS.
- 14.6 ACCESS TO, AND USE OF, THE PLATFORM, 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 ARISING FROM SUCH ACCESS OR USE.

14.7 TO THE FULLEST EXTENT PERMITTED BY LAW, TWGHs EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PLATFORM, SERVICES, USER CONTENT AND PLATFORM CONTENT.

14.8 NOTHING IN THESE TERMS EXCLUDES OR LIMITS ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.

15. **LIMITATION OF LIABILITY**

15.1 Subject to clause 15.3, our total aggregate liability for all claims arising out of, or in connection with, these Terms, the Platform or the Services, whether arising in contract, tort (including negligence) statutory duty or otherwise, will be limited to the Service Fees that you have paid us under these Terms in the 6 months immediately preceding the date on which the event giving rise to the liability arose.

15.2 Subject to clause 15.3, in no event will we be liable for any of the following:

- (a) for any damages or losses caused by any:
 - (i) malfunction or failure of either party's software, systems, hardware or connectivity;
 - (ii) failure to save or back up any data or other content;
 - (iii) improper or unauthorised use of the Services or Platform
 - (iv) your use of the Services or Platform in breach of these Terms; or
 - (v) any reasons or events beyond our control;
- (b) for any indirect, special, consequential, exemplary or punitive damages or losses even if the damages or losses were reasonably foreseeable or that party was aware of the possibility of the damages or losses; and
- (c) any loss of use, loss or interruption of business, loss of revenues, loss of profits, loss of anticipated savings, loss of goodwill, or loss of content or of data.

15.3 Nothing in these Terms limits or excludes either party's liability:

- (a) for fraud or fraudulent misrepresentation;
- (b) for death or personal injury caused by its (or its agents') negligence; or
- (c) for any other liability to the extent that such other liability cannot be waived, limited or excluded under Applicable Laws.

16. **INDEMNIFICATION**

You will defend us, indemnify us and hold us harmless against any claims, actions, proceedings, losses, damages, expenses and costs (including court's costs and legal fees) arising out of or in connection with:

- (a) your use or misuse of the Platform, Services, User Content, Platform Content or NFTs;

- (b) your breach of these Terms;
- (c) your breach of the rights of a third party, including another user or ON1ON;
- (d) any intellectual property disputes relating to your NFTs displayed or sold on the Platform; and
- (e) your failure to pay any Taxes in connection with your NFT transactions.

You will promptly notify the Platform of any third party claims that are the subject of the above indemnity and cooperate with us in defending such claims, and we will have control of the defense or settlement of any such claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY REMEDIES AVAILABLE TO US.

17. TERMINATION AND SUSPENSION

- 17.1 We may terminate these Terms (or the Platform or any Services) at any time and for any reason, without further liability or obligation to you.
- 17.2 We may suspend or terminate your use of our Platform or Services (including your account) at any time and for any reason, including if we believe that:
 - (a) your account is being used for money laundering or any other illegal activity;
 - (b) you have concealed or provided false identification information or other details;
 - (c) you have engaged in any fraudulent activity;
 - (d) you have acquired NFTs using inappropriate methods (including using stolen funds or payments methods, if the NFT is stolen or otherwise illegitimately acquired, or attempting to chargeback your payment while retaining or disposing of an NFT);
 - (e) you are using, employing, or operating bots or other forms of automation and/or multiple accounts to engage in any activity on the Platform; or
 - (f) you have otherwise breached these Terms.
- 17.3 You may terminate these Terms by stopping your use of our Services, or by following the process set out on our Platform.
- 17.4 If these Terms are terminated:
 - (a) your rights under these Terms will terminate and will no longer have any access to our Platform or Services;
 - (b) you will remain responsible for all Service Fees (and any other amounts owing) accrued through the date of termination;
 - (c) we will only retain and use your User Content in accordance with these Terms (including our Privacy Policy); and
 - (d) we do not make any representation or guarantee that we will be able to return any of your User Content and we may delete your User Content without notice to you at any time after termination.



17.5 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination will not be affected or prejudiced by any termination.

17.6 IF THE PLATFORM REASONABLY SUSPECTS THAT YOU HAVE ENGAGED IN ANY ACTIVITIES DESCRIBED ABOVE, WE RESERVE THE RIGHT, IN ITS SOLE DISCRETION, TO CONFISCATE ANY NFTS ACQUIRED PURSUANT TO THOSE ACTIVITIES AND/OR DEEM SUCH TRANSACTIONS NULL AND VOID.

18. **ASSIGNMENT AND SUBCONTRACTING**

18.1 You may not assign these Terms without our prior written consent.

18.2 We may assign these Terms, upon notice to you, to:

- (a) any of our affiliate companies; or
- (b) an unrelated party pursuant to a sale, merger or other business reorganization of us or any of our operating units.

In addition, we may subcontract the performance of the Services or its obligations under these Terms to any third party, at our sole discretion.

18.3 Subject to clauses 18.1 and 18.2, these Terms is binding on each party and their respective successors and permitted assignees.

19. **MISCELLANEOUS**

19.1 Independent contractors. Each party is an independent entity. These Terms will not constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership relationship, employer/employee or formal business organization of any kind and neither you nor us will have the right to bind the other party without the other party's express prior written consent.

19.2 Severability. Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.

19.3 Construction. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms or any part of it.

19.4 Waiver. Failure to exercise or delay in exercising a right or remedy under these Terms does not operate as a waiver or prevent further exercise of that or of any other right or remedy. Any waiver of a right or remedy under these Terms will be effective only if it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted. A single or partial exercise of a right or remedy under these Terms does not prevent a further exercise of that or of any other right or remedy.

19.5 No third party beneficiaries. Except as otherwise expressly set out in these Terms, nothing in these Terms, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including any employees of the parties), or permit any party to enforce any provisions of these Terms, other than the parties or their respective successors or permitted assigns.



- 19.6 Counterparts. These Terms may be executed in 1 or more counterparts, each of which will be deemed an original, but all of which taken together will constitute 1 and the same instrument.
- 19.7 Amendments to these Terms. Except pursuant to clause 3, these Terms may not be amended, varied or modified except by a further written agreement duly executed by the authorized representatives of each party.
- 19.8 Costs. Except as expressly provided in these Terms, each party must:
- (a) pay its own costs, and expenses of negotiating, preparing and executing and/or any duties relating to these Terms and any other instrument executed under these Terms; and
 - (b) at its own expense, do all things reasonably necessary to give full effect to these Terms and the matters contemplated by it.
- 19.9 Cumulative rights. Except as expressly provided in these Terms, the rights of a party under these Terms are in addition to and do not exclude or limit any other rights or remedies provided to them by law or in equity.
- 19.10 Entire agreement.
- (a) These Terms is the entire agreement between the parties about its subject matter and replaces and supersedes all previous agreements, understandings, representations and warranties about that subject matter. Each party agrees that in entering into these Terms it:
 - (i) has not relied on any representations or warranties about the subject matter of these Terms except as expressly provided in these Terms; and
 - (ii) waives any rights it may otherwise have in respect of such reliance.
 - (b) There will be no incorporation of any additional, different or other terms and conditions to these Terms – including any terms and conditions contained or referenced in any order, acceptance, acknowledgment, or other document or established by trade usage or prior course of dealing.
- 19.11 We will be entitled (but not obliged) at any time without notice to you to set off any liability of you to us against any liability of us to you.

20. **GOVERNING LAW AND ARBITRATION**

- 20.1 Governing law. These Terms will be governed by and construed in accordance with the laws of Hong Kong, including matters of construction, enforcement, and performance.
- 20.2 Arbitration. Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause will be Hong Kong law. The seat of arbitration will be Hong Kong. The number of arbitrators will be one. The arbitration proceedings will be conducted in English.



20.3 Continued performance. During any proceedings pursuant to this clause 20 (and subject to clause 20.4), both parties will continue to perform these Terms in accordance with its terms.

20.4 Injunctive relief. Nothing in these Terms will prevent or restrict either party from seeking any emergency, interim or interlocutory relief in relation to any breach or threatened breach of these Terms or any other equitable relief in respect of any actual or threatened breach of:

- (a) a party's (or its affiliate company's) confidential information or intellectual property rights; or
- (b) any other matters for which money damages would be an inadequate remedy.

21. **NOTIFICATIONS AND COMMUNICATIONS**

21.1 We will communicate with you via electronic means, including with respect to your use of our Services. To ensure that you receive all of our communications, you agree to keep your email address and telephone number current and notify us if there are any changes. You agree that the delivery of any notices, disclosures, or other communications to your email address on record will be deemed valid.

21.2 Please contact us at **nftenquiry@tungwah.org.hk** if you have any questions or feedback regarding our Services or the Platform.

22. **PRIVACY**

22.1 We will manage and protect your personal data in accordance with all applicable data protection laws and our Privacy Policy.

22.2 We will use your personal data in order to facilitate and administer your use of our Platform or otherwise if required by law. We may also transfer your personal data to our service providers, for the purposes of these Terms and the provision of our Services and Platform.

SCHEDULE 1

ACCEPTABLE USE POLICY

1. INTRODUCTION

- 1.1 We are focused on enabling our users to be able to safely and securely use our Services.
- 1.2 We may (at our sole discretion) take any actions at any time to protect our community and comply with our legal obligations. This may include:
 - (a) removing certain NFTs from being viewable on or interacted via our Services;
 - (b) disabling the buying/selling/transferring NFTs available on blockchains via our Services; and
 - (c) suspending your access to use our Services.

2. PROHIBITIONS

- 2.1 You agree to the following prohibitions in your use of our Services:
 - (a) **Unlawful Activity:** you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, or that involves proceeds arising from any unlawful activity.
 - (b) **Abusive Activity:** you agree not to engage in any activity that poses a threat to TWGHs, for example by distributing a virus or other harmful code, or through unauthorized access to the Platform or other users' accounts.
 - (c) **Inappropriate Behaviour:** you agree not to interfere with other users' access to or use of the Platform or the Services.
 - (d) **Communication:** you agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotional materials, requests for donations, or spam; (2) engaging in hate speech or harassing or abusing other users; or (3) interfering with transactions of other users. You agree not to use data collected from the Platform to contact individuals, companies, or other persons or entities outside the Platform for any purpose, including conducting marketing activities.
 - (e) **Fraud:** you agree not to engage in any activity which operates to defraud TWGHs, others users or any other person; or to provide any false, inaccurate, or misleading information to TWGHs.
 - (f) **Gambling:** you agree not to utilize the Services to engage in any lottery, contests, sweepstakes, or other games of chance.
 - (g) **Right Infringements:** you agree not to:
 - (i) 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;
 - (ii) use the Platform Content without express written consent from the Platform; or



- (iii) engage in any action that implies an untrue endorsement by or affiliation with the Platform; and
- (h) **Pricing.** You agree to not coordinate pricing of any NFTs with other users or third parties.
- (i) **Additional Prohibitions:** you agree not to:
 - (i) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any Platform Content;
 - (ii) modify or create derivative works from the Platform or Platform Content, or any portion thereof;
 - (iii) use any data mining, robots, or similar data gathering or extraction methods on the Platform or Platform Content; or
 - (iv) download any portion of the Platform or Platform Content, other than for purposes of page caching, except as expressly permitted by us.

SCHEDULE 2

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

1. OUR POLICY

- 1.1 All User Contents 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 intellectual property right owners.
- 1.2 Without limiting the foregoing, if you believe that any third party material hosted by the Platform infringes your intellectual property rights, please file a notice of infringement by contacting us at the details set out in clause 21, with the following information:
 - (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
 - (b) a description of the protected work that you claim has been infringed;
 - (c) a description of the location on the Site of the material that you claim is infringing;
 - (d) your address, telephone number and e-mail address;
 - (e) a written statement by you that you have good faith belief that the disputed use is not authorized by the intellectual property right owner, its agent or the law; and
 - (f) a statement by you that the above information in your notice is accurate and that you are the intellectual property right owner or are otherwise authorized to act on the intellectual property right owner's behalf.
- 1.3 Our policy is to suspend or terminate the account of repeat infringers. Our response may depend on relevant circumstances and applicable laws, but generally we will terminate an account if it is the subject of three valid notices of infringement.

SCHEDULE 3

ASSUMPTION OF RISKS ASSOCIATED WITH NFTS AND THE PLATFORM

1. YOUR ASSUMPTION OF RISKS

1.1 Please note the following risks in accessing or using the Platform:

- (a) The price and liquidity of blockchain assets, including NFTs, are extremely volatile and may be subject to substantial fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility. You may lose money at any time due to such volatility and fluctuations.
- (b) Legislative and regulatory changes or actions at the local or international level may adversely affect the use, transfer, exchange, and value of NFTs.
- (c) NFTs have no inherent or intrinsic value, are not legal tender and are not backed by the government.
- (d) Transactions in the Platform may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If you deposit digital assets or NFTs into an incorrect address, we may not have the ability, and are under no obligation or duty, to return such digital assets or NFTs to you. This section applies regardless of whether we control the destination address.
- (e) Some transactions on the Platform will be deemed to be made when recorded on a public ledger, which is not necessarily the date or time which you initiated the transaction.
- (f) The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, which may result in the potential for permanent and total loss of value of a particular NFT should the market for that NFT disappear.
- (g) The nature of NFTs may lead to an increased risk of fraud or cyber-attack, and may mean that technological difficulties experienced by TWGHs may prevent the access to or use of your digital assets.
- (h) Changes to Third Party Sites may create a risk that your access to and use of the Site will suffer.
- (i) We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and we have no ability to reverse any transactions on the blockchain.
- (j) Our Services relies on third-party platforms and/or vendors, and as such the operation of our Services (including any maintenance windows or down time or inability to access the Services) may be subject to such third parties' actions and omissions.



- (k) We may hide collections, contracts, and items affected by any of these issues or by other issues. You may also be unable to view the items you have purchased on the Services.

1.2 You acknowledge and agree that:

- (a) you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding NFTs, including the suitability and appropriateness of, and investment strategies for, NFTs.
- (b) you access and use the Platform at your own risk;
- (c) this Schedule does not disclose all of the risks associated with NFTs and other digital assets; and
- (d) TWGHs will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, however caused.