



NFTCDN LTD – TERMS OF SERVICE

Thank you for choosing to utilise the Services offered by NFTCDN LTD and its subsidiary and affiliate companies. It is important that you carefully review the following Terms of Service, as they constitute a legal agreement between you and NFTCDN LTD. These Terms of Service outline the respective legal rights and obligations of both parties in relation to the Services provided.

BY ACCESSING OR USING THE SERVICE, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE TERMS OUTLINED IN THIS AGREEMENT, IN ANY PART OR IN WHOLE, YOU MUST NOT USE THE SERVICE AND PROVIDE WRITTEN NOTICE TO THE PROVIDER IMMEDIATELY.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. In the Agreement:

"Agreement" means a legally binding contract that is entered into between the Customer and the Provider for the provision of the Services, incorporating these [Terms of Service](#), [Acceptable Use Policy](#), [Privacy Policy](#) and the Sales Summary Document, and any amendments to the Agreement from time to time;

"Account" refers to a unique user account created through the Provider's website to register Project Accounts to secure the provision of Services, modify configurations and monitor usage.

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Article" means a section at the highest level of numbering (e.g. "1. DEFINITIONS AND INTERPRETATION");

"Authorised Personnel" may refer to employees, contractors, agents, affiliates, service providers or representatives of NFTCDN LTD who are authorised to access, manage or operate certain aspects of the Service including handling Data therein;

"Billing Address" refers to the address where the Customer receives their bills and invoices;

"Billing Cycle" refers to the duration or period for which the grant of licence has been purchased for the Services (see "Licence Billing Term Agreement"), which may be set to an annual, monthly, or custom period, as specified in the Sales Summary Document or as mutually agreed between the Provider and the Customer;

"Billing Period" refers to the specific month (determined based on the calendar month) during which Services were provided by the Provider to the Customer and for which the Provider will issue an invoice to the Customer;

"Billing Term" refers to the period during which the Provider will impose the Charges onto the Customer for the provision of Services in accordance with the pricing indicated in the Sales Summary Document or as agreed upon by the Provider and the Customer;



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"Business Day" means any weekday, other than a bank or public holiday in England or France;

"Business Hours" means between 09:00 and 15:00 UTC on a Business Day;

"Cancellation Fee" refers to the fees payable by the Customer in the event of termination or cancellation of the Agreement by the Customer, including but not limited to termination for convenience, termination for breach, or expiry of the term of the Agreement. The amount of Cancellation Fees payable will be calculated based on the terms of the Agreement and may include any outstanding fees, costs, or charges due and owed to the Provider up to the date of termination or cancellation;

"Charges" means the amounts payable by the Customer to the Provider under or in relation to the Agreement;

"Clause" means a section at any level of numbering under an Article (e.g. "1.1. Definitions." or "2.2.1. Signing Up.");

"Control" means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" will be construed accordingly);

"Customer" means the person, individuals, companies or entities with whom an Agreement has been created;

"Customer Confidential Information" means:

- any information disclosed by the Customer to the Provider that is marked as "confidential";
- the financial details of the Agreement; and
- the Customer Confidential Materials;

"Customer Confidential Materials" means any Data or information provided by the Customer to the Provider in connection with the Agreement;

"Customer Media Content" means all works and materials uploaded to, stored on, processed using or transmitted through the Provider's Services by or on behalf of the Customer or by any application or automated system using the Customer's account;

"Data" means raw data or information that may or may not be personal information;

"Defect" means a defect, error or bug having a materially adverse effect on the appearance, operation or functionality of the Services, but excluding any defect, error or bug caused by or arising as a result of:

- an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents, suppliers or subcontractors; or



- an incompatibility between the Service and any other method, system, application, program or software not specified as compatible in the Sales Summary Document;

"Documentation" means the documentation produced by the Provider and made available to the Customer, by any medium of the Provider's choosing, specifying how the Service should be used;

"Effective Date" means the date that the Agreement comes into force as specified in the Sales Summary Document;

"Effective Date of Charge Variation" refers to the date from which the varied Charges are to take effect;

"Feedback" refers to any and all comments, recommendations, or contributions provided by the Customer in relation to the Provider's Services, including but not limited to suggestions for improvements, modifications, or new features, and any related intellectual property rights;

"Force Majeure Event" refers to any extraordinary and unforeseeable circumstances or events beyond the reasonable control of the affected party, including but not limited to: interruptions or failures of the internet or any portion thereof, cyber attacks, including but not limited to hacking and the introduction of malicious software, power outages, labour disputes involving third parties, legislative or regulatory changes, natural disasters, explosions, fires, floods, riots, acts of terrorism, and war. Such events will excuse the affected party from performance under the terms of this Agreement to the extent that performance is prevented by such event;

"Intellectual Property Rights" refers to all proprietary rights, including but not limited to patents, trademarks, copyrights, trade secrets, and any other similar proprietary rights, whether registered or unregistered, subsisting in any jurisdiction worldwide, including all applications and the right to apply for any of the foregoing rights. This definition encompasses, but is not limited to, copyright and related rights, database rights, trade secrets, know-how, business names, trade names, trademarks, service marks, rights to prevent passing off or unfair competition, patents, petty patents, utility models, system design rights, system architecture rights and rights in designs;

"Licence Billing Term Agreement" means the period for which a grant of the Licence for Services is provided to the Customer. The period may be "Monthly", "Annually" or "Custom", as determined by the particulars of the Agreement. Licence Billing Term Agreements are automatically renewed and must be terminated in line with the provisions of Article 13;

"Media Content" refers to all metadata or content that may be contained within either Non-Fungible Tokens (NFTs) or Fungible Tokens (FTs), as well as content that is retrieved, stored, modified, or distributed through the Provider's Systems as part of the Services provisioned. This includes, but is not limited to, images, videos,



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audio files, 3D models, PDF files, Microsoft Office files, text files, email files, archive files, database files and code files;

"Minimum Term" means the period between the date the Agreement is created or renewed and the anniversary date of the renewal of the Agreement, as determined by the Annual, Monthly or Custom Billing Term Agreement. The Agreement is automatically renewed on the anniversary date of the renewal of the Agreement unless terminated in accordance to Article 13;

"NFTCDN Systems" refers to the proprietary systems owned by NFTCDN LTD, including digital and physical assets, processes, software, programs and scripts that may be used in the provision of Services to the Customer;

"Permitted Purpose" means the use of the Services by the Customer in accordance with the Agreement, including the limitations set out in Clause 3.2, the prohibitions set out in Clause 3.3, the [Acceptable Use Policy](#) and the particulars of Article 4;

"Personal Data" has the meaning given to it in the Data Protection Act 2018;

"Processing" means any activity or set of actions performed on personal data by automated or manual means, for example, collecting, recording, co-ordination or organisation, structuring, storing and archiving, adapting, retrieving, consulting, using, transmitting, publishing or otherwise making it available, erasure and destruction;

"Privacy Policy" refers to the Provider's [Privacy Policy](#) regarding the collection, use and protection of personal information, including the Customer's rights in relation to said data the Provider holds;

"Project" refers to a specific instance of a product or service for which the Customer wishes to use the Provider's Services;

"Project Account" refers to the account under which the Customer is able to purchase a grant of licences for the provision of Services;

"Provider" means NFTCDN LTD, a company incorporated in England and Wales (company registration number 14542292) having its registered office at 128 City Road, London, United Kingdom, EC1V 2NX;

"Services" or **"NFTCDN Services"** means all the Services provided or to be provided by the Provider to the Customer under the Agreement;

"Sales Summary Document" means the document made available by the Provider to the Customer after the order process that specifies the identity of the Customer, Services to be provided, costs of the Services, Billing Term, and other matters relating to the Agreement;

"Sub-Domain Name" refers to the unique name (up to 12 characters long) that identifies the Customer's Project Account. This name forms part of the full URL that will serve as the gateway for the provision of Services;



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"**Support**" means the assistance provided by the Provider to the Customer in addressing technical queries or those relating to the commercial use of NFTCDN Services;

"**Terms of Service**" refers to this document which forms part of the Agreement;

"**Term**" means the term(s) or provision(s) of the Agreement, including but not limited to those found in the [Terms of Service](#), [Privacy Policy](#), [Acceptable Use Policy](#) and [DMCA Policy](#);

"**Upgrades**" means new versions of, and updates to, the Services, whether for the purpose of fixing an error, bug or other issue in the Services or enhancing the functionality of the Services; and

"**You**" means the Customer.

- 1.2. Interpretation of Statutes. In the Agreement, a reference to a statute or statutory provision includes a reference to the statute or statutory provision as modified, consolidated or re-enacted and any subordinate legislation made under that statute or statutory provision.
- 1.3. Article Headings. The Articles' and Clauses' headings do not affect the interpretation of the Agreement.
- 1.4. Ejusdem Generis Rule. The ejusdem generis rule is not intended to be used in the interpretation of the Agreement.

2. SERVICE AGREEMENT

- 2.1. Formation of the Agreement. The formation of an Agreement between the Provider and the Customer shall be contingent upon the acceptance of the Customer's order by the Provider in accordance with the procedure outlined in Clause 2.2, unless otherwise expressed in writing by the Provider.
- 2.2. Steps to Enter into the Agreement. In order to enter into this Agreement, the Customer must take the following steps:
 - 2.2.1. Signing Up. The Customer must navigate to the sign-up link on the Provider's website and create an Account.
 - 2.2.1.1. Review and Acceptance of Terms of Service and Privacy Policy. Upon Account creation, the Customer shall be obligated to review these Terms of Service and [Privacy Policy](#) of the Provider and affirm their acceptance before being able to proceed to the next step.
 - 2.2.2. New Project Creation. The Customer must then create a new Project Account and input the sub-domain name of their choice.
 - 2.2.2.1. Project Account Name. The sub-domain name will be the Project Account name of the Customer under



which Services will be provided and usage will be billed for.

2.2.2.2. One Product Per Project Account Rule. The Customer must create a new Project Account for each of their Projects they decide to use the Services for.

2.2.2.3. Ownership Validation Checks. The Provider may additionally request validation of the Customer's ownership of a Project.

2.2.2.4. Provider's Rights - Project Account Name Changes. The Provider reserves the right to modify the sub-domain name at any time if it is in violation of any trademarks or infringes on any intellectual property rights. Any such violation constitutes a material breach of the Terms of Service and failure to resolve this may result in termination as per Article 13.

2.2.3. Annual and Monthly Licence Billing Term Agreement. The Customer will then be presented with and must decide whether they wish to purchase a licence to use the Services with either an "Annual" or "Monthly" Licence Billing Term Agreement.

2.2.3.1. Annual Licence Billing Term Agreement. The Annual Licence Billing Term Agreement has a Minimum Term duration of 12 months, and the Licence Billing Term will begin from either the date of account creation or subsequent payment and end 12 months thereafter.

2.2.3.2. Monthly Licence Billing Term Agreement. The Monthly Licence Billing Term Agreement has a Minimum Term duration of 1 month and the Licence Billing Term will begin from either the date of account creation or subsequent payment and end 1 month thereafter.

2.2.3.3. Custom Billing Term Agreements. The Provider reserves the right to offer custom Billing Cycles, Billing Terms and Billing Periods to the Customer.

2.2.3.4. Automatic Renewal of the Agreement. The Licence Billing Cycle will automatically renew at the end of the Licence Billing Term, unless notice of termination is provided in accordance with Article 13.

2.2.3.5. Discounts Carry-Over Rules. Any discounts applied to a previous Agreement may not apply to a renewed subscription, including to any automatic renewals.



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- 2.2.3.6. Initial Payment Requirements. The Licence fees for the respective Billing Term must be paid in full up-front and a Cancellation Fees is applicable for early termination.
- 2.2.4. Initial Payment Process. The Customer will then be presented with a payment checkout page and must settle the sums due. The payment method used herein will become the Authorised Payment Method for all future billing transactions for the Customer.
- 2.2.5. Commitment to the Legally Binding Agreement. The Customer's payment for the licence to use the Services constitutes a contractual offer and is legally binding.
- 2.2.6. Service Setup and Provisioning. Upon receipt of payment from the Customer, and subject to Clause 2.1., the Provider shall enable the Project Account, thereby making the Service available to the Customer as soon as reasonably practicable from the Effective Date.
- 2.2.7. Sales Summary Document. Upon receipt of payment from the Customer, and subject to Clause 2.1., the Provider shall promptly provide the Customer with a Sales Summary Document.
 - 2.2.7.1. Details - Sales Summary Document. The Sales Summary Document shall serve as a record of the particulars of the legally binding contract, including, but not limited to, the Effective Date, the Services to be provided, the Charges, and any relevant links and guidance notes.
 - 2.2.7.2. Errors or Omissions - Sales Summary Document. The Provider shall use reasonable efforts to ensure that the Sales Summary Document is accurate, but shall not be liable for any errors or omissions therein.
 - 2.2.7.3. Absence of Sales Summary Document. The Customer acknowledges that the absence of the Sales Summary Document shall not serve to invalidate this Agreement or to absolve either party of its obligations hereunder.
- 2.3. Alternative Means to Establish an Agreement. In the event that the steps detailed in Clause 2.2 cannot be facilitated for any reason, including but not limited to technical difficulties or unforeseen circumstances, the Provider reserves the right to use alternative means to establish an Agreement with the Customer.
 - 2.3.1. Customer Obligation - Working in Good Faith. The Customer hereby acknowledges and agrees to work in good faith with the Provider and not to unreasonably hinder the progress of such efforts or dispute the validity of the resulting Agreement.



- 2.4. Duration of the Agreement. Once a binding legal Agreement is in force, the Agreement will continue in force for the Minimum Term and indefinitely thereafter, unless terminated earlier in accordance with Article 13.

3. THE SERVICE

- 3.1. Grant of the Licence. Subject to the Terms of Service, the limitations set out in Clause 3.2, the prohibitions set out in Clause 3.3, the [Acceptable Use Policy](#), the Terms of Article 4 and upon establishing a legally binding agreement, the Provider hereby grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Services for the Permitted Purpose in accordance with the Agreement during the Term.
- 3.2. Limitations of the Licence. The licence granted by the Provider to the Customer under Clause 3.1 is subject to the following limitations:
- 3.2.1. Named Company or Individual. The Service may only be used by the named company or individual identified in the Sales Summary Document contained within the Sales Summary Document.
- 3.2.2. One Web Domain Limitation. The Service may only be used on one (1) web domain, not including any development or testing environment. Any additional web domains would require an additional Licence purchased under a separate Agreement.
- 3.2.3. One Product Limitation. The Service may only be used for the product(s) listed in the Sales Summary Document contained within the Sales Summary Document.
- 3.2.3.1. Additional Products. The provision of additional products shall require a separate Agreement, along with associated Charges and relevant details.
- 3.2.3.2. Determination of Products. The ultimate determination of what constitutes a product shall be reserved solely to the Provider.
- 3.2.4. Use on Customer Products for Individuals Under 18. The Customer may not use the Services on any products aimed or directed at individuals under the age of 18 without the explicit written consent from the Provider.
- 3.3. Prohibitions of the licence. Except to the extent mandated by applicable law or expressly permitted in the Agreement, the licence granted by the Provider to the Customer under Clause 3.1 is subject to the following prohibitions:
- 3.3.1. Sub-Licensing. The Customer must not sub-license, with or without charge, its right to access or use the Service or allow any unauthorised person to access or use the Service.



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- 3.3.2. Republishing or Re-Distributing the Service. The Customer must not frame, link or otherwise re-publish or re-distribute the Service without prior express written consent of the Provider.
- 3.3.3. Alterations or Editing the Service. The Customer must not alter or adapt or edit the Service save as expressly permitted by the Documentation.
- 3.3.4. Retrieval & Storage of Media Content. The Customer must not use the Service to systematically retrieve Media Content or Data, to create or compile, directly or indirectly, a collection, compilation, database or directory, for the purposes such as but not limited to re-publishing, re-selling or re-distributing without prior express written consent of the Provider.
- 3.3.5. Transmission of Malicious Media Content and Interference with the Service. The Customer must not upload or transmit (or attempt to upload or to transmit) viruses, trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- 3.3.6. Disassembly, Reverse Engineering and Decompilation. The Customer agrees not to disassemble, reverse engineer or decompile the NFTCDN System, attempt to do so, or assist anyone in doing so.
- 3.3.7. Illegal Activities. The Customer must not use the Service in any way, directly or indirectly, that is unlawful, illegal, fraudulent, misleading or harmful or prohibited by these Terms.
- 3.4. Intellectual Property Rights ("IPR"). All Intellectual Property Rights of NFTCDN LTD, including but not limited to NFTCDN LTD's Systems, Services, processes, digital and physical assets, designs, visual interfaces, graphics, compilation, information, data, computer code (including source code or object code), products, software, programs, scripts, Documentation, domain names, templates and all other elements of the Service, as between the parties, shall be the exclusive property of the Provider.
- 3.5. Additional IPR Restrictions. For the avoidance of doubt, the Customer has no right to access or attempt to access the data, information, knowledge, know-how or source code, of NFTCDN Systems, NFTCDN Services and NFTCDN processes, either directly or indirectly, or to allow any third-party to do so at any time.
- 3.6. Prohibition of Damage to NFTCDN. The Customer must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service.



- 3.7. Provider's Right to Take Action. In the event that the Provider becomes aware of any abuse or misuse of the Provider's Systems or Services by the Customer or the end-user of a Customer's account, the Provider reserves the right to take any action it deems necessary to safeguard the Provider's Systems and Services, without prior notice or explanation to the Customer or the Customer's end-users. This may include, but is not limited to, suspending or terminating the Customer's or their end-users' access to the Provider's Systems or Services, or taking legal action against the abusers.
- 3.7.1. Investigations. The Provider may investigate any alleged abuse or misuse by the Customer and/or their end-users and may act based on the results of such investigation.
- 3.7.2. Provider's Rights and Remedies. The Provider's right to take action against the Customer and/or their end-users is in addition to any other rights or remedies available to the Provider under this Agreement or applicable law.
- 3.7.3. Customer's Obligation - Cooperation. The Customer hereby agrees to cooperate with the Provider in any investigation of alleged abuse or misuse by the Customer and/or the Customer's end-users.
- 3.7.4. Finality of Provider's Decision. This right to take action against the Customer and/or their end-users applies to any violation of this Agreement or any applicable laws, and the Provider's decision to take action against the Customer and/or their end-users is final and binding.
- 3.7.5. Waiver of Right to Contest. The Customer hereby waives any right to contest the Provider's decision.
- 3.8. Provider's Right to Refuse and Terminate. The Provider reserves the right, without any prior notice or explanation, to refuse any Customer from using the Services or to terminate an existing Agreement if the Provider has a reasonable doubt that the activity intended to be or that is being carried out is in violation of any aspect of the Agreement, the [Privacy Policy](#) and/or any other terms and conditions of NFTCDN LTD.
- 3.9. Breach of Agreement. Any breach by the Customer of the Agreement will be deemed to be a material breach of the Agreement for the purposes of Article 13.

4. SERVICE PARTICULARS

- 4.1. Services Facilitating the Submission of Media Content. Certain features of the Service may permit and enable the Customer the capability to submit, upload, post or otherwise transmit Customer Media Content to or through the NFTCDN Systems.
- 4.1.1. Customer's Media Content Licensing. The Customer grants to the Provider a perpetual, fully paid, non-exclusive, worldwide, royalty-free, sublicensable licence to host, store, copy, transfer, publicly display, distribute, modify



for the purposes of formatting for display and otherwise use the Customer Media Content for the purposes of operating and providing the Services, pursuing legitimate interests, fulfilling its other obligations under the Agreement and exercising its rights under the Agreement.

4.1.2. Intellectual Property Rights ("IPR") of Customer Media Content. Subject to Clause 4.1, all Intellectual Property Rights relating to the Customer Media Content will remain, as between the parties, the property of the Customer.

4.1.3. Customer's Warranties - Customer Media Content. The Customer hereby warrants and represents to the Provider that the Customer Media Content and their use by the Provider in accordance with the Terms of the Agreement will comply with the following:

4.1.3.1. Breach of Laws. Customer Media Content will not breach any laws, statutes, regulations or legally binding codes;

4.1.3.2. Infringe IPR. Customer Media Content will not infringe any Intellectual Property Rights or other legal rights; and

4.1.3.3. Cause for Legal Action. Customer Media Content will not give rise to any cause of action against the Provider or the Customer or any third-party.

4.1.4. Provider's Right to Take Action - Customer Media Content. Where the Provider reasonably suspects that there has been a breach by the Customer of the provisions of Clause 4.1.3.:

4.1.4.1. Removal. The Provider may at its sole discretion and without notice delete or amend the relevant Customer Media Content.

4.1.4.2. Suspension. The Provider may at its sole discretion and without notice suspend any or all of the NFTCDN Services and/or suspend the Customer's access to NFTCDN Services.

4.2. Services Facilitating the Retrieval of Media Content. Certain features of the Service may permit and enable the Customer the capability to retrieve Media Content from various sources.

4.2.1. Ownership of Media Content. The Provider does not own or claim ownership of any Media Content that is retrieved, processed, or distributed through NFTCDN Systems.

4.2.2. Provider as a Conduit. The Provider acts as a mere conduit for the distribution of the Media Content and does not verify or endorse the messaging, the accuracy, or the legality of the Media Content.



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- 4.2.3. Provider's Control and Liability Waiver. The Provider does not have any control over the Media Content distributed through its Services. The Customer hereby agrees that the Provider shall not be held liable or responsible for any Media Content that is retrieved, stored or distributed through its Services.
- 4.2.4. Media Content Disclaimer. Media Content may contain content that is, but is not limited to, unlawful or promoting unlawful activity; defamatory, discriminatory, mean-spirited, references or commentary about religion, race, sexual orientation, gender, national origin, ethnic origin, or other targeted groups; spam that is machine- or randomly-generated, constituting unauthorised or unsolicited advertising, chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling; NSFW or adult content; viruses, worms, malware, riskware, ransomware, spyware, trojan horses, or other content that is installed or run and is designed or intended to disrupt, damage, track, monitor, abuse, or limit the functioning of any individual, entity, software, hardware, platform, service, or telecommunications equipment; that is used to damage or obtain unauthorised access to any data or other information of a person or entity; infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights; impersonating any person or entity; containing false information or features; or containing falsehoods, errors, or omissions, verified or unverified; or any other illegalities.
- 4.2.5. Liability Waiver - Media Content. The Customer hereby agrees that the Provider shall not be held liable for any actions or omissions arising from the distribution of such Media Content and shall not be held liable or responsible for any control over the Media Content.
- 4.2.6. Customer's Responsibility - Compliance. For the avoidance of doubt, to the fullest extent permitted by law, the Customer shall be solely responsible for ensuring that any Media Content retrieved from the Provider's Services and used for their purposes complies with all applicable laws, regulations and industry standards and that it does not infringe on any third-party rights, including but not limited to, intellectual property rights.
- 4.3. Beta Services. The Provider may offer Services designated as Beta Services.
- 4.3.1. Offer of Beta Services. The Provider reserves the right to offer Beta Services to the Customer, at its discretion. The Customer has the option to utilise these Beta Services, however, the Customer acknowledges that Beta Services are provided solely for the purpose of testing and evaluation, and should not be relied upon for production use.



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- 4.3.2. Restrictions on Commercial Use. The Customer agrees that any Beta Services shall not be used for any commercial purposes without the Provider's prior written consent.
- 4.3.3. No Support for Beta Services. The Provider does not offer support for Beta Services, and they may be subject to additional terms and conditions.
- 4.3.4. Liability Waiver - Beta Services. The Provider shall not be liable for any damages arising out of or related to the use of Beta Services, including any loss of data or other harm that may be caused. The Customer shall be solely responsible for any and all damages that may occur as a result of using Beta Services.
- 4.3.5. Request to Provide Feedback on the use of Beta Services. The Customer is requested to provide feedback and report any issues or bugs encountered during the use of Beta Services to the Provider.
- 4.3.6. Termination of Access to Beta Services. The Provider shall have the right to terminate the Customer's access to Beta Services at any time, without notice or liability.
- 4.3.7. Expiration of Beta Services Period. Unless otherwise specified, any usage period for Beta Services shall expire upon the date of general availability or discontinuation of the Beta Services.
- 4.3.8. Provider's Right to Discontinue Beta Services. The Provider reserves the right to discontinue Beta Services at any time, in its sole discretion, and may choose not to make Beta Services generally available.
- 4.3.9. Charges for Beta Services. The Provider may, at its discretion, choose to charge for the use of Beta Services, or grant them for use free of charge. Any charges for Beta Services will be communicated prior to the commencement of such services. Any Charges applicable will be billed in accordance to Article 7. Costs for Beta Services are not final and may be subject to change in the course of provision of Beta Services and also upon full release.
- 4.4. Feedback Licensing. By providing any feedback or suggestions to the Provider, the Customer hereby irrevocably grants to the Company a worldwide, perpetual, fully paid, royalty-free, and exclusive licence to use, reproduce, modify, create derivative works from, distribute, and display such feedback or suggestions for any purpose, without any obligation or compensation to the Customer. The Customer also acknowledges and agrees that the Provider is under no obligation to use or incorporate any feedback or suggestions and that the Customer shall not have any rights in or to any outcomes that may result from the use of such feedback or suggestions.
- 4.5. Customer's Responsibility for Media Content. The Customer warrants and represents that they will take all responsibility for ensuring that



Media Content that is transmitted through their account to NFTCDN Systems by NFTCDN Services or Media Content that is distributed through their account for their purposes using NFTCDN Systems and Services complies with the Agreement, Terms, [Acceptable Use Policy](#) and associated terms and conditions, all applicable laws, regulations, industry standards, the policies of the Customer's own organisation and products, and any third-party service providers they use. The Customer further warrants and represents that they will indemnify and hold the Provider harmless for any damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Provider as a result of any breach of the aforementioned warranty and representation by the Customer. In the event that the Provider is subjected to any legal action or claim arising out of the Customer's use of the Media Content, the Customer shall defend, indemnify, and hold the Provider harmless from and against all damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Provider in connection with such legal action or claim.

- 4.6. Changes to NFTCDN Services. The Provider reserves the right to, at any time and at its sole discretion, add, remove, suspend, stop, delete, discontinue or impose conditions on the use of NFTCDN Services or any feature or aspect of a Service. The Provider will take reasonable steps to notify the Customer of these changes, however, such notice shall not be construed as a guarantee or representation of the Provider.

5. SECURITY

- 5.1. Provider's Security Responsibilities. The Provider warrants and represents that it has implemented reasonable and appropriate technical and organisational security measures to protect against unauthorised access, disclosure, alteration, or destruction of the information provided by the Customer. The Provider will work to maintain the security and confidentiality of all such information and will take all necessary steps to prevent any breach of security. Notwithstanding the foregoing, the Provider shall not be liable for any unauthorised access, use, or disclosure of Customer Data that arises from Customer's breach of this Agreement or any other act or omission of Customer.
- 5.2. Customer's Security Responsibilities. The Customer hereby represents and warrants that it shall employ appropriate measures to maintain the confidentiality and security of all usernames, passwords, API keys, and any other access credentials or sensitive data associated with the NFTCDN Sites, Systems, and Services. The Customer acknowledges that it shall bear sole responsibility for regularly reviewing and updating access controls and permissions, and for ensuring that only authorised individuals have access to sensitive data or functions that interact directly or indirectly with the Provider's Services. Moreover, the Customer shall assume full responsibility for keeping its systems, hardware, software, programs, scripts, codes and particulars thereof up to date, and for ensuring that they are free of all known vulnerabilities.



- 5.3. Reporting Unauthorised Access. The Customer agrees to immediately inform the Provider in writing upon becoming aware of any unauthorised access, or use of the Services, or a breach of security, relating to their account. The Customer hereby acknowledges and accepts full liability for all consequences, including all Charges and any damages, stemming from unauthorised access or use of the Services. This liability persists regardless of the Customer's direct or indirect role in the incident, including but not limited to, negligence, security oversights, or failure to adhere to recommended practices. The Customer's obligation under this clause is absolute and not contingent upon the nature or extent of their involvement or fault.
- 5.4. Liability Waiver - Security. The Customer shall indemnify and hold harmless the Provider from any and all losses, damages, claims, expenses, and liabilities arising out of or in connection with any such unauthorised access, use, or disclosure of the Services resulting from the Customer's breach of this provision or any other acts or omissions of the Customer.

6. MAINTENANCE & SUPPORT

- 6.1. Maintenance. The Provider reserves the right to conduct Maintenance on NFTCDN Systems as may be necessary to ensure the continued and uninterrupted provision of Services to the Customer. Such Maintenance may result in intermittent service, including but not limited to, reduced performance or temporary downtime.
- 6.1.1. Security or Regulatory Maintenance. In the event that the Maintenance pertains to matters relating to security or regulatory compliance, the Provider may need to apply security patches to address vulnerabilities, make new implementations to protect the security of the Customer and its end-users, or make new implementations to ensure compliance to regulatory requirements. The Provider shall make, where possible without compromising the integrity of NFTCDN Systems and Services, good faith efforts to provide the Customer with advance notice of any scheduled Maintenance under this scenario, however, such notice shall not be construed as a guarantee or representation of the Provider.
- 6.1.2. Ongoing Service Provision Maintenance. In the event that the Maintenance pertains to matters relating to ongoing Service provision, the Provider may need to apply patches for the purposes of improving performance, resolving issues, or enhancing the stability of NFTCDN Systems. The Provider shall make good faith efforts to provide the Customer with advance notice of any such Maintenance, however, such notice shall not be construed as a guarantee or representation of the Provider.
- 6.1.3. Maintenance Pertaining to Upgrades or Updates. In the event that the Maintenance pertains to upgrades or updates resulting in breaking changes to the use of existing Services by the Customer, the Provider shall provide the Customer with no less than 30 days prior written notice of



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such changes, allowing the Customer the opportunity to review and address any potential impact on their use of NFTCDN Services.

6.1.4. Provider's Liability - Maintenance. Subject to Clause 6.1., the Provider shall not be liable for any damages arising out of or related to any temporary downtime or reduced performance resulting from Maintenances.

6.2. Provider's Support to the Customer. The Provider will provide Support, on matters such as technical queries or those relating to the commercial use of NFTCDN Services to the Customer only through the officially recognised medium for NFTCDN Services.

6.2.1. Official Medium for Support. The official medium for support is NFTCDN LTD's Discord Server, wherein support will be provided in a private channel for the Customer and can be joined through the following web address: <https://discord.nftcdn.io>

6.2.2. Change of Support Medium. The Provider may change the medium for support at its sole discretion without obtaining the consent of the Customer and will make good faith efforts to communicate this change to the Customer.

6.2.3. Subcontracting of Support Services. The Provider may subcontract the provision of any of the support services without obtaining the consent of the Customer.

7. CHARGES

7.1. Issuing of Invoices. The Provider shall issue invoices to the Customer for the Charges incurred under this Agreement. The details of the Charges shall be in accordance with the Sales Summary Document. For the provision of Services, invoices shall be issued for each respective Billing Period, and for the purchase of a licence to use the Services, invoices shall be issued for the respective Billing Cycles according to the Licence Billing Term Agreement.

7.1.1. Customer's Sole Responsibility for Payment of Charges. The Customer acknowledges and agrees that they are solely responsible for the payment of all Charges incurred under this Agreement. This responsibility encompasses all charges and fees related to the Services provided by the Provider, including but not limited to, charges for usage, licensing, taxes, late payment penalties, and any other fees or costs as outlined in this Agreement or the Sales Summary Document. The Customer's obligation to pay these Charges is independent of any other provisions of this Agreement and shall persist regardless of any disputes, claims, or disagreements that may arise between the Customer and the Provider.

7.1.2. Liability for Fraudulent Use Charges. The Customer shall bear full liability for Charges incurred due to unauthorised or fraudulent use of the Services, even if such use was



without the Customer's knowledge or beyond their control. The Customer's obligation to settle these Charges shall remain unabated. The Customer's duty to safeguard Service credentials and promptly inform the Provider of any suspected unauthorised or fraudulent activity (as per section 5.3.) does not mitigate this liability.

7.1.3. Provider's Right to Set-Off Charges Against Refunds, Credits, or Compensations. The Provider, in its sole discretion, reserves the right to set-off any outstanding Charges owed by the Customer against any refunds, credits, or compensations owed to the Customer, without prior notice or consent. This right to set-off extends to any and all amounts owed by the Provider to the Customer, whether in relation to the provision of Services or otherwise, and includes, but is not limited to, any amounts owed pursuant to a separate agreement between the parties. The Provider's exercise of this right to set-off shall not relieve the Customer of its obligation to pay any outstanding Charges owed to the Provider, nor shall it constitute a waiver of the Provider's right to pursue any other available remedy or relief.

7.2. Payment Processors and Disclosures. The Provider reserves the right to engage third-party payment processors to facilitate the collection of payments from the Customer. By entering into this Agreement, the Customer agrees to the use of such third-party payment processors and consents to the disclosure of their payment information to these entities. The Provider's Authorised Personnel shall have access to such payment information for accounting purposes and shall handle this Confidential Information in accordance with the provisions outlined in Articles 11 and 12.

7.3. Methods of Payment. The method of payment used in Clause 2.2.4. will be the default method of payment through which all Charges will automatically be debited.

7.3.1. Alternative Payment Methods. The Provider may offer alternative methods of payment for the sums due, and the Customer may reach out to the Provider to discuss these via the official support channels explained in Clause 6.2.

7.3.2. Customer Responsibility - Payment Information Accuracy. The Customer acknowledges and agrees to maintain accurate and up-to-date information for the Authorised Payment Method and to promptly provide written notice to the Provider of any changes or updates required to the payment information. The Customer acknowledges and agrees that any failure to provide accurate or up-to-date payment information may result in suspension or termination of the Services, and the Provider shall not be liable for any damages or losses incurred as a result of such failure.

7.4. Authorisation to Collect Payments. Subject to Clause 7.2., the Customer hereby authorises the Provider to charge their Authorised Payment Method for all Charges payable. If an automatic payment



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processing method is not possible, the Provider will inform the Customer of any invoices due as they are made ready.

- 7.5. Terms of Payment. Payment terms for all Charges are "Due Upon Receipt", unless explicitly stated otherwise in the issued invoice in accordance with Clause 7.1. The Customer is responsible for paying all Charges in a timely manner, in accordance with the Terms of this Agreement and the provisions of the Sales Summary Document.
- 7.6. Taxes. All Charges stated in relation to the Agreement are stated exclusive of Sales Taxes, unless the context requires otherwise.
- 7.6.1. Sales Tax Determination. In order to determine whether sales tax is applicable, the Customer must provide the following information to the Provider: (i) billing address (ii) telephone number; and (iii) company details including business/company registration number and the relevant tax identification number(s) if the Customer is a legally registered entity.
- 7.6.1.1. Customer Responsibility - Tax Information Accuracy. The Customer is responsible for ensuring that the information provided in Clause 7.6.1 is accurate and up to date, and agrees to promptly notify the Provider of any changes.
- 7.6.1.2. Provider's Reliance on Information. The Provider may rely on this information to determine the applicable sales tax rate and the Customer's responsibility for paying sales tax.
- 7.6.2. Customer Responsibility - Taxes. In addition to the principal amounts, if applicable based on the jurisdiction of the tax authorities that apply to the Customer, the Customer will be responsible for paying taxes to the Provider. The Provider will collect taxes on behalf of the taxing authority and remit those taxes to the respective taxing authorities. Otherwise, it is the Customer's responsibility for paying any taxes, levies or duties applicable to them in relation to the Charges.
- 7.6.3. Calculation and Charging of Sales Taxes. Subject to the payment method used and whether a payment processor is involved, any applicable sales tax may be calculated and charged at the time of payment. If this functionality does not exist, or in the absence of a payment processor, all invoices will explicitly state the amount of sales tax due.
- 7.6.4. Invoicing for Unpaid Taxes. The Provider reserves the right to invoice the Customer for any unpaid sales taxes, levies or duties at any time and the Customer agrees to promptly pay any sales taxes, levies or duties invoiced in accordance with the Terms of this Agreement.
- 7.7. Late Payment. Any failure to timely pay the Charges may result in the suspension or termination of the Service, including but not limited to



the addition of late fees, debt collection fees, legal fees, statutory compensation and interest, in accordance with the provisions of this Agreement.

7.7.1. Suspension of Services - Late Payment. If payment of the Charges as described in Article 7 is not received within 7 calendar days of the invoice date the Provider may suspend the provision of Services at any time thereafter without prior notice.

7.7.2. Penalties - Late Payment. If payment of the Charges as described in Article 7 is not received within 21 calendar days of the invoice date:

7.7.2.1. Penalties - Interest Charges. The Provider may additionally charge the Customer interest, which will accrue daily and be compounded quarterly until the debt is paid in full, on the overdue amount at the rate of 5% per year above the base rate of NatWest Bank Plc;

7.7.2.2. Penalties - Collection Costs. The Customer may also be required to pay any costs, which will be added to the unpaid amount, associated with collecting the unpaid amount, including but not limited to debt collection fees, statutory compensation and legal fees.

7.8. Provider's Right to Adjust Charges. The Provider reserves the right at any time to adjust the Charges for the Services provided to the Customer in certain circumstances, including, but not limited to:

7.8.1. Changes in the Provider's cost of providing Services.

7.8.1.1. Right to Vary Charges - Provider's Costs Change. The Provider may vary the Charges without limitation to reflect changes in the cost of providing the Service, including but not limited to events such as changes in the operational cost of NFTCDN Systems, fees or other resources required to provide the Service.

7.8.1.2. Notice of Charge Variation - Provider's Costs Change. The Provider will make reasonable efforts to provide the Customer with not less than 44 days written notice of any such changes, including an explanation of the reasons for the variation and the Effective Date of Charge Variation.

7.8.1.3. Customer's Right to Terminate - Provider's Costs Change. Subject to Clause 7.8.1, in the event that the Provider provides notice of any changes to the Charges for Services, and such changes are to take effect during the course of the present Billing Cycle, the Customer shall have the right



to terminate this Agreement without incurring any Cancellation Fees contingent upon the requirements established in 7.8.1.3.1.

7.8.1.3.1. Termination Requirements - Provider's Costs Change. Should the Customer exercise this right, they shall be entitled to a prorated refund of any unused period of the licensing fees, calculated from the date of termination up to the end of the Minimum Term, provided that the Customer has given the Provider at least 30 days written notice of their intent to terminate and that the notice must be served 30 days before the Effective Date of Charge Variation.

7.8.1.3.2. Customer Liability - Provider's Costs Change. The Customer remains liable for all charges incurred up to the date of termination.

7.8.1.3.3. Termination Notice Outside Allocated Timeframe - Provider's Costs Change. In the event that the Customer does not provide written notice of their intent to terminate within the timeframe outlined in Clause 7.8.1.3.1., any subsequent notice of termination must comply with the procedures outlined in Article 13 of this Agreement. The Customer shall be liable for all charges incurred, including any Cancellation Fees and newly implemented Charges from the Effective Date of Charge Variation until the date of termination.

7.8.1.4. Customer's Obligation to Pay - Provider's Costs Change. Subject to Clause 7.8.1., the Customer hereby agrees that upon receipt of notice from the Provider of any changes to the Charges for Services, and that such changes are to take effect from the next Billing Cycle, any subsequent notice of termination must still comply with the requirements and procedures outlined in Article 13 of this Agreement and that all Charges incurred, including any Cancellation Fees, and newly introduced Charges from the Effective Date of Charge Variation, up to the date of termination shall remain the liability of the Customer.



7.8.2. Changes in law or regulations to which the Provider is subject to.

7.8.2.1. Variation of Charges - Regulatory Costs Change. The Provider may vary the Charges without limitation to reflect changes in relevant laws or regulations that impact the cost of providing or affect the billing of the Service, including but not limited to events such as the addition, removal or variation in tax rates, sales tax or fees.

7.8.2.2. Notice of Charge Variation - Regulatory Costs Change. The Provider will make reasonable efforts to provide the Customer with not less than 24 hours written notice of any such changes, including an explanation of the reasons for the variation and the Effective Date of Charge Variation.

7.8.2.3. No Special Termination Rights - Regulatory Costs Change. Subject to Clause 7.8.2., the Customer hereby agrees that upon receipt of notice from the Provider of any changes to the Charges or any associated component of the Charges including but not limited to Sales Tax, any subsequent notice of termination must still comply with the requirements and procedures outlined in Article 13 of this Agreement and that the Customer shall remain liable for all charges incurred, including any Cancellation Fees, newly or retrospectively implemented Charges from the start of the present and/or future Billing Cycle, or any variation to the Charges or of any associated component therein from the Effective Date of Charge Variation, until the date of termination.

7.8.3. Changes to the scope, complexity or usage of the Services resulting from the Customer's past, present, or future usage.

7.8.3.1. Variation of Charges - Customer Usage. The Provider may vary the Charges without limitation, to reflect any changes to the Services, including but not limited to the inclusion of new or upgrading of existing Service features, capabilities or functionality, as requested, as required or as necessitated by the Customer's past, present or future usage such that the Provider may cover the additional cost of providing the Services.

7.8.3.2. Notice of Charge Variation - Customer Usage. The Provider shall make a good faith effort to provide the Customer with written notice of any such alterations, including an explanation of the



reasons for the adjustment and the Effective Date of Variation.

7.8.3.3. Additional Charges - Customer Usage. Subject to Clause 7.8.3, any changes to the Services resulting from the Customer's past, present, or future usage may result in the Provider assessing and applying additional Charges to the Customer. These Charges may include, but are not limited to, costs associated with the alterations, such as the cost of any new or additional Service features, capabilities, or functionality requested, required, or necessitated by the Customer's usage as determined solely by the Provider.

7.8.3.4. New Agreement and No Special Termination Rights - Customer Usage. Subject to Clause 7.8.3, the Customer hereby agrees that upon receipt of notice from the Provider of any adjustments to the Charges, the Provider may process the alteration of Charges as part of an amended or new Agreement, with the understanding that any such amendment shall be binding upon the Customer and that any subsequent notice of termination must still comply with the requirements and procedures outlined in Article 13 of this Agreement and that the Customer shall remain liable for all charges incurred, including any Cancellation Fees and additional newly introduced lump-sum or recurring Charges due to the Customer's past, present, or future usage from the Effective Date of Charge Variation, up to the date of termination.

7.8.4. Changes in the scope of the Services as a result of the introduction of new, or modification of existing, Service features, capabilities or functionality.

7.8.4.1. Variation of Charges - Changes in Services. The Provider may introduce new Charges without limitation, to reflect any changes in the Service, including but not limited to the addition of new or modification of existing Service features, capabilities or functionality.

7.8.4.2. Notice of Charge Variation - Changes in Services. Subject to Clause 7.8.4, the Provider is not obligated to, but will make a good faith effort to provide the Customer written notice of any changes including the Effective Date of Variation, with no restrictions on the period of notice of any changes to be provided.

7.8.4.3. Right to Modify the Agreement - Changes in Services. Pursuant to Clause 16.7 and 16.8, the



Provider may amend these Terms and the Agreement to reflect any new Services and the conditions of use.

7.8.4.4. No Special Termination Rights - Changes in Services. Subject to Clause 7.8.4., the Customer hereby agrees that upon receipt of notice from the Provider of any changes to the Charges, any subsequent notice of termination must still comply with the requirements and procedures outlined in Article 13 of this Agreement and that all Charges incurred, including any Cancellation Fees and Charges pertaining to the newly introduced Services from the Effective Date of Variation, up to the date of termination shall remain the liability of the Customer.

7.8.5. Changes in market conditions.

7.8.5.1. Variation of Charges - Market Conditions. The Provider may vary the Charges without limitation to reflect changes in market conditions.

7.8.5.2. Notice of Charge Variation - Market Conditions. The Provider will make reasonable efforts to provide the Customer with not less than 30 days written notice of any such changes, including an explanation of the reasons for the variation and the changes will come into effect on and from the anniversary of the Customer's Billing Cycle.

7.8.5.3. No Special Termination Rights - Market Conditions. Subject to Clause 7.8.5., the Customer hereby agrees that upon receipt of notice from the Provider of any changes to the Charges for Services scheduled to commence from the next Billing Cycle, any subsequent notice of termination must still comply with the requirements and procedures outlined in Article 13 of this Agreement and that all Charges incurred, including any Cancellation Fees, and newly introduced Charges from the Effective Date of Variation, up to the date of termination shall remain the liability of the Customer.

7.9. Sales Summary Document Update. Pursuant to Clause 7.8., any changes to the Charges will be reflected in an updated Sales Summary Document that will be provided to the Customer.

7.10. Trial Version. The Provider, at its sole discretion, may offer the Customer a trial version of the Services for a specified period of time.

7.10.1. Costs - Trial Version. The trial version may be offered at a certain cost or free of charge.



- 7.10.2. Provider's Right to Revoke - Trial Version. The Customer acknowledges and agrees that the Trial Period is granted on a temporary basis, and the Company reserves the right to revoke the Trial Period at any time, without notice or liability.
- 7.10.3. Service Limitations - Trial Version. The Customer acknowledges and agrees that the Service provided during the Trial Period may be subject to different features and limitations than the full version of the Service.
- 7.10.4. Data - Trial Version. Any data inputted or created by the Customer during the Trial Period may be deleted or irretrievable after the Trial Period expires.
- 7.10.5. Customer Obligations - Trial Version. The Customer acknowledges and agrees to be bound by the Terms in this Agreement, the [Acceptable Use Policy](#) and any additional terms and conditions during the Trial Period.

8. WARRANTIES

- 8.1. Warranty Disclaimer. Unless explicitly expressed within the Sales Summary Document, the Provider warrants that the Service is provided to the Customer "as is" and "as available" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Provider and its Affiliates, licensors, and service providers expressly disclaims all warranties, whether expressed, implied, statutory or otherwise, with respect to the Services, including all implied warranties including but not limited to those of merchantability, fitness for a particular purpose, title and non-infringement and warranties that may arise out of course of dealing, course of performance, usage or trade practice.
- 8.2. Service Performance Warranty. Without limitation to Clause 8.1., the Provider provides no warranty or undertaking, and makes no representation of any kind that the Service will meet the Customer's requirements, achieve any intended results, be secure and protect the Customer's data from unauthorised access or breaches, be virus free, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.
- 8.3. Provider's Warranty - The Agreement. The Provider warrants and represents to the Customer that it has the legal right and authority to enter into and perform its obligations under the Agreement and that it will perform its obligations under the Agreement with reasonable care and skill.
- 8.4. Customer's Warranty - The Agreement. The Customer warrants and represents to the Provider that it has the legal capacity and authority to enter into and fulfil its obligations under the Agreement, has obtained all necessary approvals or consents, is not entering into the Agreement in violation of any other laws, embargos, agreements or obligations, is not insolvent or otherwise unable to



perform its obligations, has the necessary knowledge and expertise to fulfil its obligations, is entering into the Agreement in good faith and not for any fraudulent or illegal purpose and will comply with the provisions of the Agreement.

- 8.5. Warranties - The Agreement. All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Terms of the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement.

9. INDEMNITIES

- 9.1. Customer's Indemnification Obligations - General. The Customer hereby agrees to indemnify, defend, and hold harmless the Provider, its affiliates, officers, agents, and employees, in perpetuity, from and against any and all claims, suits, actions, proceedings, liabilities, damages, losses that include but are not limited to losses in profits, losses in income, losses in revenue, losses in use of the Customer's services or products, losses due to business interruptions, losses in production, losses in anticipated savings, losses of or damage to goodwill or reputation, losses of business, losses in contracts or commercial opportunities, losses from costs and expenses (including reasonable attorneys' fees and amounts paid in settlement of any disputes) arising out of or in connection with the Customer's use of the Provider's Services, the Customer's breach of the Agreement, or the Customer's violation of any rights of another party.
- 9.2. Customer's Indemnification Obligations - Suspension. The Provider reserves the right to suspend the provision of NFTCDN Services, temporarily or permanently, in the event of a breach of the Agreement by the Customer, including but not limited to, non-payment of fees, abuse of the Services, or for maintenance or updates. The Customer hereby acknowledges and agrees to indemnify, defend and hold harmless the Provider, its affiliates, officers, agents, and employees, in perpetuity, from and against any and all claims, suits, actions, proceedings, liabilities, damages, losses that include but are not limited to losses in profits, losses in income, losses in revenue, losses in use of the Customer's services or products, losses due to business interruptions, losses in production, losses in anticipated savings, losses of or damage to goodwill or reputation, losses of business, losses in contracts or commercial opportunities, losses from costs and expenses (including reasonable attorneys' fees and amounts paid in settlement of any disputes) arising out of the aforementioned scenario. The Customer acknowledges and agrees that such suspension of Services shall not entitle the Customer to any refunds, credits, or compensations of any kind.
- 9.3. Customer's Cooperation in Legal Claims. In the event of any legal claim, lawsuit, action or proceeding against the Provider, its affiliates, officers, agents or employees by a third-party, the Customer agrees to cooperate fully with the Provider in the defence of such claim or lawsuit. This cooperation shall include, but is not limited to, providing any relevant information and documents in the Customer's possession or control, and making any necessary appearances



as a witness at the request of the Provider. The Customer agrees to bear any costs associated with this cooperation, including reasonable travel and accommodation expenses.

9.3.1. Exclusive Defence and Control by the Provider. The Provider reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by the Customer, and the Customer shall not, in any event, settle any matter without the written consent of the Provider.

9.4. Customer Insolvency. In the event that the Customer becomes insolvent during the term of this Agreement, the Customer shall immediately notify the Provider in writing of its insolvency status.

9.4.1. Customer Obligations - Notification of Insolvency. The Customer acknowledges and agrees that it is solely responsible to notify the Provider immediately in writing of any insolvency event or proceeding.

9.4.2. Provider's Right to Terminate - Customer Insolvency. The Provider reserves the right to terminate this Agreement and apply any Cancellation Fees applicable without liability to the Customer immediately upon receipt of written notice of insolvency from the Customer or after establishing that the Customer has become insolvent. In such event, the Provider shall be entitled to recover any outstanding fees or charges owed by the Customer as of the date of termination.

9.4.3. Customer Obligations to Pay Outstanding Charges - Customer Insolvency. The Customer acknowledges and agrees that its insolvency shall not relieve it of its obligations under this Agreement and that it shall remain liable for all fees, costs, and charges due and owing to the Provider under this Agreement.

9.4.4. Payments Made Prior to Insolvency - Customer Insolvency. If the Customer has made any payments to the Provider under this Agreement prior to the date of its insolvency, such payments shall be deemed earned by the Provider and shall not be recoverable by the Customer.

9.4.5. Provider's Limitation of Liability - Customer Insolvency. In the event of the Customer's insolvency, the Provider shall not be held liable to the Customer or any third-party for any fees, costs, or charges incurred by the Customer, or for any claims, damages, or losses arising out of or related to the Customer's insolvency.

9.4.6. Customer's Release and Indemnification Obligations - Customer Insolvency. The Customer hereby releases and indemnifies in perpetuity the Provider, its affiliates, directors, officers, employees, agents, and successors from any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Customer's insolvency.



10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1. Survival of Limitations and Exclusions of Liability. The provisions of Article 10 and all its contents, including but not limited to all other limitations and exclusions of liability set forth in this Agreement, will survive the termination or expiration of this Agreement and will continue to apply to all breaches of this Agreement, regardless of when such a breach occurs. This provision is intended to survive and continue in full force and effect even if any other provisions of this Agreement are deemed invalid or unenforceable for any reason.
- 10.2. Exceptions to Limitations and Exclusions of Liability. Nothing in the Agreement will exclude liability for the following:
- 10.2.1. Death or Personal Injury. Limit or exclude the liability of a party for death or personal injury resulting from negligence.
 - 10.2.2. Misrepresentation. Limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party.
 - 10.2.3. Applicability Under Law. Limit any liability of a party in any way that is not permitted under applicable law.
 - 10.2.4. In Accordance with Legislation. Exclude any liability of a part that may not be excluded under applicable law.
- 10.3. Limitation of Liability - Loss of Profits, Income, Revenue, Use, Production or Anticipated Savings. The Provider will not be liable for any loss of profits, income, revenue, use, production or anticipated savings, or any other indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Agreement, the provision of Services, or the use or inability to use the Service, even if the Provider has been advised of the possibility of such damages.
- 10.4. Limitation of Liability - Loss of Business, Contracts, or Commercial Opportunities. The Provider will not be liable for any loss of business, contracts, or commercial opportunities, or any other indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Agreement, the provision of Services, or the use or inability to use the Service, even if the Provider has been advised of the possibility of such damages.
- 10.5. Limitation of Liability - Loss of Goodwill or Reputation. The Provider will not be liable for any loss of or damage to goodwill or reputation, or any other indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Agreement, the provision of Services, or the use or inability to use the Service, even if the Provider has been advised of the possibility of such damages.
- 10.6. Limitation of Liability - Special, Indirect, or Consequential Loss or Damage. The Provider will not be liable for any special, indirect, or



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consequential loss or damage, or any other indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Agreement, the provision of Services, or the use or inability to use the Service, even if the Provider has been advised of the possibility of such damages.

- 10.7. Limitation of Liability - Loss or Corruption of Data, Database, or Software. The Provider will not be liable for any loss or corruption of any data, database, or software, or any other indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Agreement, the provision of Services, or the use or inability to use the Service, even if the Provider has been advised of the possibility of such damages.
- 10.8. Limitation of Liability - Delays or Failures in Performance Due to Supply-Chain Issues. The Provider will not be liable for any delays or failures in performance of the Service due to supply-chain issues, including but not limited to supplier strikes, commercial disputes, supply failure due to unforeseen events or any other event beyond the reasonable control of the Provider. The Provider will use commercially reasonable efforts to minimise any disruption to the Service caused by such events, but the Provider makes no guarantees or warranties regarding the availability or performance of the Service in such circumstances.
- 10.9. Limitation of Liability - Force Majeure. Neither party will be liable for any losses arising out of a Force Majeure Event, including but not limited to acts of God, earthquakes, floods, fires, epidemics, pandemics, acts of terrorism, war, civil unrest, strikes, lockouts, labour strikes, governmental regulations, orders, or actions, or any other event beyond the reasonable control of the party.
- 10.10. Provider's Liability Limitation - General. The Provider's liability for any and all claims, damages, losses, or expenses arising out of or in connection with this Agreement or the use or inability to use the Service, whether based on contract, tort (including negligence), warranty, or any other legal theory, will be limited to the pro-rated total amount of licensing fees paid and payable by the Customer to the Provider under the Agreement during the one calendar month period immediately preceding the event or events giving rise to the claim. This limitation of liability will apply regardless of the form of action, whether in contract, tort (including negligence), statute, warranty, or any other legal theory, and will apply even if the Provider has been advised of the possibility of such damages.

11. DATA

- 11.1. Data Collection, Processing and Storage. Pursuant to the provision of Services to the Customer, the Provider will invariably receive, process and store Data.

- 11.1.1. Third-Party Data Collection and Processing. All data collected and processed by the Provider and their affiliates, suppliers, consultants, contractors, agents and other third-Party vendors are detailed in the Provider's [Privacy Policy](#).



- 11.1.2. Contact Details - Data-Related Matters. For any data-related matters, the Customer can get in touch with the Provider by email at support@nftcdn.io.
- 11.2. Customer's Responsibility to Convey Privacy Policy. The Customer acknowledges and agrees that it is their responsibility to ensure that they have conveyed the particulars of the Provider's [Privacy Policy](#) to their end-users and customers and to incorporate such particulars within their own privacy policies.
- 11.3. Customer's Representation and Warranty Regarding Consent and Compliance with Data Protection and Privacy Laws. The Customer hereby represents and warrants that it has obtained all necessary consents and permissions from the applicable data subjects, including but not limited to its end-users, to disclose any and all data it provides directly or indirectly through the use of the Services to the Provider, and that such disclosure complies with all applicable laws and regulations, including but not limited to data protection and privacy laws.
- 11.4. Customer's Representation and Warranty Regarding Third-Party Rights and Compliance with Laws and Regulations. The Customer hereby represents and warrants that it will not provide any data to the Provider that would infringe on any third-party rights or violate any applicable laws or regulations.
- 11.5. Data Deletion. In certain circumstances, the Provider may be required to delete the Customer's and their end-users' Data from the Provider's servers, including but not limited to the termination of the Agreement or expiration of the data retention period.
- 11.5.1. Provider's Obligation to Delete Data. The Provider shall take reasonable steps to ensure the secure and permanent deletion of the Data, without any obligation to inform the Customer beforehand.
- 11.5.2. Customer's Responsibility for Data Backup and Preservation. The Customer acknowledges and agrees that it is their responsibility to regularly backup and preserve their data in a secure and reliable manner. The Provider may suggest best practices or guidelines for maintaining backups of their data, but the ultimate responsibility for data backup lies with the Customer.
- 11.5.3. Limitation of Liability - Data Deletion. The Provider shall not be held liable for any damages, losses, or claims arising from such deletion, including but not limited to loss of data, loss of profits, or any other consequential or indirect damages.
- 11.6. Data Security and Risks. The Customer acknowledges that there are inherent risks associated with the storage and transmission of data, including but not limited to data breaches, hacking, and other malicious activities.



- 11.6.1. Provider's Security Measures. The Provider shall take reasonable measures to maintain the security and integrity of the data it holds, including but not limited to implementing appropriate technical and organisational measures, and monitoring for potential threats.
- 11.6.2. Limitation of Liability - Breach of Data Security or Privacy. The Provider shall not be liable for any unauthorised access to, alteration of, theft, loss, or destruction of any of the Customer's data or any other breach of data security or privacy, except to the extent caused by the Provider's gross negligence or wilful misconduct.
- 11.6.3. Provider's Notification Obligations - Breach of Data Security or Privacy. In the event of any unauthorised access to, alteration of, theft, loss, or destruction of any of the Customer's data, the Provider shall take prompt and reasonable steps to investigate the matter and notify the Customer of the breach, as required by applicable laws.
- 11.7. Provider's Warranty - Data Protection. The Provider warrants that it has implemented appropriate technical and organisational measures to protect against unauthorised processing of Personal Data. The Provider shall also take all necessary steps to ensure the availability of the Customer's Media Content and the security and confidentiality of Personal Data and Customer Confidential Information in its possession and control.
- 11.8. Customer's Indemnification Obligation - Data. The Provider relies on the accuracy and completeness of the Customer's representations and warranties outlined in this Article, and the Customer shall indemnify and hold the Provider harmless against any and all losses, liabilities, damages, costs, and expenses (including reasonable legal fees) that the Provider may incur as a result of any breach of such representations and warranties.

12. CONFIDENTIALITY

- 12.1. Provider's Obligations - Confidentiality.
- 12.1.1. Non-Disclosure of Confidential Information. The Provider shall maintain the confidentiality of Customer Confidential Information and shall not disclose such information to any person or entity outside of the Provider's organisation, including any affiliates, suppliers, service providers, consultants, contractors, agents, or third-party vendors, except as expressly permitted by this Agreement or as required by law or a valid order of a court or other governmental body. If a time frame for the non-disclosure has not been explicitly specified, this will be set at a maximum of 1 year from the date of the Confidential Information being shared.
- 12.1.2. Protection of Confidential Information. The Provider will protect the Customer Confidential Information against



unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

12.1.3. Disclosure to employees, agents, and contractors. The Provider will only disclose the Customer Confidential Information to those of its employees, agents, suppliers, service providers and contractors who have a legitimate need to know such information and who have agreed in writing to maintain the confidentiality of such information.

12.1.4. Provider's Notification Obligations - Breach of Customer Confidential Information. The Provider will promptly inform the Customer if it becomes aware of any unauthorised disclosure of the Customer Confidential Information.

12.1.5. Destruction or Expungement of Customer Confidential Information Upon Request. The Provider will, at the request of the Customer, which is enforceable by law, destroy or expunge all Customer Confidential Information in its possession or control, subject to any legal requirements to retain such copies for a specified period. Upon the expiration of any such legal retention period, the Provider will destroy or return all copies of the Customer Confidential Information in its possession or control, as directed by the Customer.

12.2. Exceptions to Confidentiality Obligations. The obligations set out in Clause 12.1. shall not apply to:

12.2.1. Publicly Known Information. Customer Confidential Information that is publicly known (other than through a breach of an obligation of confidence) at the time of disclosure or becomes publicly known through no fault of the Provider;

12.2.2. Pre-existing Information. Customer Confidential Information that is in possession of the Provider prior to disclosure by the Customer, as evidenced by written records;

12.2.3. Information Received from Independent Third-Party. Customer Confidential Information that is received by the Provider from an independent third-party who has a right to disclose the relevant Confidential Information and who did not acquire such information through a breach of an obligation of confidence; or

12.2.4. Disclosure Required by Law. Customer Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the Provider must, where permitted by law, give the Customer prompt written notice of the disclosure requirement and cooperate with the Customer to seek a protective order or another appropriate remedy to limit or restrict the disclosure of such Confidential Information.



13. TERMINATION

- 13.1. Customer's Termination Rights and Notice Period. The Customer may terminate the Agreement by providing written notice of not less than 30 days to the Provider, addressed to support@nftcdn.io, and explicitly stating the date of termination.
- 13.2. Cancellation Fees - Termination. Subject to Clause 13.1 and conditioned upon the fact that the required notice period has been provided leading up to the date of termination, a Cancellation Fee may be applicable.
- 13.2.1. Termination Before Minimum Term. If the termination date of the Agreement falls on a date before the date of the Minimum Term of the current Billing Cycle, the Customer will be liable for a Cancellation Fee calculated using the pro-rated cost of the active Billing Cycle's licensing fees for the remainder of the duration of the current Billing Cycle up to the date of the Minimum Term.
- 13.2.2. Termination After Minimum Term. If the termination date of the Agreement falls on a date after the date of the Minimum Term of the current Billing Cycle, the Customer will be liable for a Cancellation Fee calculated using the pro-rated Monthly Licence Billing Term Agreement fees for the subsequent Billing Cycles leading up to the date of termination.
- 13.2.3. Termination Without Adequate Notice. In the event that the Customer terminates this Agreement without providing the adequate notice period, the Provider may assess and calculate Cancellation Fees that are applicable in accordance with the Agreement and invoice the Customer for these charges in addition to any Cancellation Fees and Charges owed to the Provider up until the date of termination.
- 13.2.4. Date of Termination. Pursuant to Clause 13.3, for the avoidance of doubt, the date of termination will be as per the Customer's date provided in the notice of termination.
- 13.2.5. Determination of Termination Date In Lieu Thereof. If a date of termination is not specified in the notice of termination, the Provider reserves the right to determine the date of termination as per this Agreement.
- 13.3. Consequences of Failure to Provide Adequate Notice. The Customer acknowledges and agrees that failure to provide written notice in accordance with Clause 13.1 may result in the Agreement continuing in force and the Customer will remain liable for all Charges accruing until written notice is provided with the adequate notice period.
- 13.4. Provider's Termination Rights - Material Breach. The Provider may terminate the Agreement immediately upon written notice to the Customer under the following circumstances.



13.4.1. Material Breach Remediation. If the Customer commits a material breach of any term of the Agreement and either of the following situations follow.

13.4.1.1. Remediation Not Possible. The breach is not remediable.

13.4.1.2. Remediation Timeframe Lapsed. The breach is remediable, but the Customer fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so.

13.4.2. Persistent Breach. The Customer persistently breaches the Terms of the Agreement (irrespective of whether such breaches collectively constitute a material breach).

13.5. Provider's Termination Rights - Customer's Insolvency, Dissolution, or Inability to Pay Debts. The Provider may terminate the Agreement immediately upon written notice to the Customer if any of the following takes place.

13.5.1. Customer Insolvency or Inability to Pay Debts. In the event that the Customer provides notice of, or has been identified to fall into any of the following positions:

13.5.1.1. Insolvent. The Customer is insolvent or dissolved.

13.5.1.2. Ceasing Operations. The Customer ceases to conduct all (or substantially all) of its business.

13.5.1.3. Inability to Pay. The Customer is or becomes unable to pay its debts as they fall due.

13.5.1.4. Insolvency. The Customer is or becomes insolvent or is declared insolvent; or

13.5.1.5. Creditor Arrangements. The Customer convenes a meeting or makes or proposes to make any arrangement or composition with its creditors.

13.5.2. Appointment of a Third-Party Administrator. An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Customer;

13.5.3. Winding Up Order or Resolution. An order is made for the winding up of the Customer, or the Customer passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the Customer under the Agreement); or



- 13.5.4. Termination for Individuals. Where that Customer is an individual; that Customer dies, or as a result of illness or incapacity becomes incapable of managing their own affairs, or is the subject of a bankruptcy petition or order.
- 13.6. Provider's Termination Rights - Cessation of Business. If the Provider stops or makes a good faith decision to stop operating the Services generally, then the Provider may terminate the Agreement by giving at least 30 days written notice of termination to the Customer and will provide a prorated refund of the licencing fees for any period the Customer is not able to use the relevant Services owing to the cessation of business in the Customer's respective Billing Cycle up to the Minimum Term. The Customer shall remain liable for any outstanding charges incurred up to the date of termination.
- 13.7. Provider's Termination Rights - At the End of the Minimum Term. The Provider reserves the right to terminate this Agreement and cease the provision of Services effective at the end of the Minimum Term by providing at least 30 days prior written notice to the Customer without refund for any prior period.
- 13.8. Provider's Termination Rights - Non-Payment. The Provider may suspend or terminate the Agreement immediately upon written notice to the Customer where the Customer fails to pay to the Provider any amount due to be paid under the Agreement by the due date.
- 13.9. Effect of Suspension or Termination - Provision of Services. Upon suspension or termination of the Agreement, the Provider will immediately cease all Services and the Customer shall no longer be able to use the Services.
- 13.10. Customer's Responsibility Upon Termination - Payment of Charges. Upon termination of the Agreement by either party, the Customer shall be responsible for paying any outstanding Charges due under the Agreement. The Customer shall also be responsible for any Cancellation Fees due, including but not limited to any reasonable expenses incurred by the Provider in connection with the termination of the Agreement. Any pro-rata refunds may be deducted from any subsequent invoices provided.
- 13.11. Customer's Responsibility Upon Termination - Return or Destruction of Confidential Information and Materials. Upon termination of the Agreement, the Customer agrees to return or destroy all Confidential Information, data and other materials provided by the Provider to the Customer.
- 13.12. Effect of Termination - Deletion of Customer's Data. Within 180 days following the termination of the Agreement, the Provider will irrevocably delete from NFTCDN Systems all the Customer's Data, unless required by law or superseded by the retention period of the Data.
- 13.13. Provider's Retention of Customer Data. The Provider may retain any material such as but not limited to data, information, document, including any electronic document, containing Customer Confidential Information after the termination of the Agreement under the following circumstances.



- 13.13.1. Obligation to Retain Documents by law. If the Provider is obliged to retain such documents by any law or regulation or other rules enforceable against the Provider provided that the Provider must, where required and permitted by law, give the Customer prompt written notice of such retention requirement and cooperate with the Customer to seek a protective order or another appropriate remedy to limit or restrict the retention of such Confidential Information.
- 13.13.2. Retention of Documents for Provider's Own Records. If the document in question is a message, email, or a form of communication, usage data logs, reports generated for operations, order confirmation documents, signed contracts, invoices, receipt or similar document shared with or addressed to the Provider, provided that such documents are retained solely for the Provider's own records in accordance with the Provider's data retention periods.
- 13.14. Effect of Termination - Rights and Liabilities. Termination of the Agreement shall not affect any rights or remedies or accrued liabilities which either party may be entitled to under the Agreement or at law, and shall not affect any provision of the Agreement which is expressly intended to come into or continue in force on or after such termination in accordance with their terms.
- 13.15. Failure to Exercise or Enforce Rights. Failure to exercise or enforce any right, power, or privilege under the Agreement will not be considered a waiver of that right, power, or privilege. Any exercise of a right, power, or privilege will not prevent the party from exercising it again in the future.
- 13.16. Survival of Certain Provisions. Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effective (in accordance with their Terms or otherwise indefinitely):
- ➔ **Article 1** - 1.1, 1.2, 1.3 and 1.4;
 - ➔ **Article 3** - 3.7 and 3.9;
 - ➔ **Article 4** - 4.1, 4.1.1, 4.1.2, 4.1.3, 4.1.3.1, 4.1.3.2, 4.1.3.3, 4.1.4, 4.1.4.1, 4.1.4.2, 4.2, 4.2.1, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.3, 4.3.4, 4.3.8 and 4.4;
 - ➔ **Article 5** - 5.1, 5.2 and 5.4;
 - ➔ **Article 6** - 6.1.4 and 6.2.3;
 - ➔ **Article 7** - 7.1, 7.2, 7.3.2, 7.4, 7.6, 7.6.1, 7.6.1.1, 7.6.1.2, 7.6.2, 7.6.3, 7.6.4, 7.7, 7.7.2, 7.7.2.1, 7.7.2.2, 7.8, and 7.8.2;
 - ➔ **Article 8** - 8.5;
 - ➔ **Article 9** - 9.1, 9.2, 9.3 and 9.4;
 - ➔ **Article 10** - 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9 and 10.10;
 - ➔ **Articles 11** - 11.1, 11.2, 11.3, 11.4, 11.5, 11.5.1, 11.5.2, 11.5.3, 11.6, 11.6.2, 11.6.3, 11.7 and 11.8;
 - ➔ **Article 12** - 12.1, 12.1.1, 12.1.2, 12.1.3, 12.1.3, 12.1.4, 12.1.5, 12.2, 12.2.1, 12.2.2, 12.2.3 and 12.2.4;



- **Article 13** - 13.2, 13.3, 13.3.1, 13.3.2, 13.11, 13.12, 13.13, 13.14, 13.14.1, 13.14.2, 13.15, 13.16 and 13.7;
- **Article 14** - 14.1, 14.2 and 14.2;
- **Article 15** - 15.5;
- **Article 16** - 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 16.10 and 16.11.

14. NOTICES

- 14.1. Written Notice Requirement. Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be sent by email for the attention of the relevant person and to the relevant email address given below and must contain a return address (or as notified by one party to the other in accordance with this Clause).
- 14.1.1. Email Address for Notices. The Provider's email address is (for notices given by email): support@nftcdn.io
- 14.2. Deemed Receipt. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below).
- 14.2.1. Notice by Email. Where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission).
- 14.3. Disregard of Other Means of Providing Notice. For the avoidance of doubt, notices sent by post, or any other means will be disregarded.

15. FORCE MAJEURE EVENT

- 15.1. Suspension of Obligation - Force Majeure. Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event. For the purposes of this clause, a Force Majeure Event includes, but is not limited to, natural disasters, acts of war, terrorism, and other events beyond the control of the parties that make it impossible or impractical for them to fulfil their contractual obligations.
- 15.2. Notification Obligations - Force Majeure. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement must do the following:
- 15.2.1. Provide Written Notice - Force Majeure. Forthwith notify the other party in writing and provide details of the event and its anticipated impact on the affected party's ability to fulfil its obligations under the Agreement.
- 15.2.2. Provide Period of Failure or Delay - Force Majeure. Inform the other party of the period for which it is estimated that such failure or delay will continue.



- 15.3. Mitigation Obligations - Force Majeure. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event and use their best efforts to find a way to fulfil their obligations under the Agreement despite the event.
- 15.4. Termination Rights of Either Party - Force Majeure. If the Force Majeure Event continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party as per the Terms in Article 13, including but not limited to the Terms governing notice period and liabilities accrued.
- 15.4.1. Customer's Obligation to Settle Payments - Force Majeure. In the event notice of termination is served by the Customer owing to Force Majeure, the Customer shall remain liable for all outstanding charges and Cancellation Fees up to the date of termination. The Provider reserves the right to invoice the Customer for such outstanding bills and the Customer agrees to work in good faith with the Provider to settle these sums in a timely manner.
- 15.5. Dispute Resolution - Force Majeure. The Customer hereby agrees that any disputes arising in connection with Article 15 will be resolved through informational discussions between the Provider and the Customer, followed by negotiation or mediation in the event an agreement is not reached, before resorting to legal action in accordance to Clause 16.11.

16. GENERAL

- 16.1. Waiver Breach. A breach of any provision of this Agreement shall not be deemed waived unless and until the non-breaching party provides written consent for such waiver. Any failure to enforce a provision of this Agreement shall not be construed as a waiver of such provision or any other provision. It is the responsibility of the party in breach to actively seek and obtain written consent from the non-breaching party in order to have their breach waived.
- 16.2. Unenforceable Clauses. If any clause of this Agreement is deemed unlawful, void, or unenforceable by a court or other competent authority, that clause will be modified to achieve the intended objectives to the greatest extent possible under applicable law. If it is not possible to modify the clause to make it lawful or enforceable, it will be removed from the Agreement and may be replaced, and the remaining clauses will continue in effect. The parties acknowledge that the removal of any clause will not affect the overall intent or purpose of the Agreement, its Articles and Clauses and that the Agreement will remain binding and enforceable to the fullest extent possible. If deleting a part of an unlawful, void, or unenforceable clause would make it lawful or enforceable, that part will be removed and the rest of the clause will remain in effect, unless doing so would contradict the clear intent of the clause. In such a case, the entire clause will be removed.
- 16.3. Assignment of Rights by the Provider. The Provider may assign their rights and obligations under this Agreement to any affiliate of their



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company or to any successor of their business entity resulting from the transfer of all or a substantial portion of the business, provided that such assignment does not materially alter the rights or obligations of the other party under the Agreement.

- 16.4. Transfer or Assignment of Rights by the Customer. Pursuant to the provisions of these Terms, the Customer shall not be entitled to transfer or assign any rights or licences granted hereunder without the prior written consent of the Provider. Any transfer or assignment of such rights or licences without the express written consent of the Provider shall be considered null and void, and may be deemed a breach of this Agreement.
- 16.5. No Third-Party Beneficiaries. The Agreement is made for the benefit of the parties, and is not intended to benefit any third-party or be enforceable by any third-party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third-party.
- 16.6. No Implied Partnerships or Joint Ventures. Nothing in these Terms or in any document referred to herein or in any arrangement contemplated herein shall be construed as creating a partnership or joint venture between the parties, unless both parties have signed a written consent and agreement to the contrary. For the avoidance of doubt; the relationship between NFTCDN LTD and the Customer is a contract for digital Software As A Service Services between the two parties.
- 16.7. Typographical Errors and Informational Changes. The Customer acknowledges that there may be information pertaining to the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information and that the Provider reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time without prior notice.
- 16.8. Provider's Rights - Modifications to the Terms of Services. The Customer acknowledges and agrees that the Provider may update or modify these Terms from time to time, as it deems necessary. The Customer also acknowledges and agrees that the Provider may post additional terms and conditions on its website, which may apply to the use of the Service and are incorporated into this Agreement by reference.
- 16.8.1. Customer's Obligations - Review of Terms. The Customer acknowledges and agrees to review the Company's website periodically for any updates or modifications to these Terms and any additional terms and conditions.
- 16.8.2. Acceptance of Changes. The Customer's continued use of the Service following the posting of any updates or modifications to these Terms and any additional terms and conditions will constitute the Customer's acceptance of such updates or modifications. If the Customer does not agree to any updates or modifications to these Terms or any additional terms and conditions, the Customer must



immediately stop using the Service and notify the Provider in writing at support@nftcdn.io.

16.9. Provider's Rights - Amendment of the Agreement. The Provider reserves the right to amend any part of the Agreement at any time, including but not limited to the Services offered and the Charges associated with such Services.

16.9.1. Material Changes. The Provider shall notify the Customer of any material changes to this Agreement, including but not limited to changes to the Provider's rights, the Customer's rights, and any changes to the Services offered. The Provider shall provide the Customer with a clear and conspicuous notice of such changes via their respective email addresses, which shall include the Effective Date of Variation and a summary of the changes made. The Customer's continued use of the Services from the Effective Date of Variation shall be taken as acceptance of the new version of this Agreement.

16.9.2. Insignificant Changes. The Provider shall make a good faith effort to notify the Customer of any insignificant changes to this Agreement, which shall include but is not limited to grammar and formatting changes, and any other changes that do not affect the Customer's rights or obligations under this Agreement. The Provider shall not be liable for any failure to provide notice of any insignificant changes or changes that do not affect the Customer's rights or obligations to this Agreement. The Customer's continued use of the Services after the Effective Date of Variation shall be taken as acceptance of the new version of this Agreement.

16.9.3. Legally Binding Effect. Any amendment to this Agreement shall be binding on the Customer upon the Effective Date of Variation. Unless explicitly specified, the Customer's rights to terminate this Agreement are as set out in Article 13. The Customer shall remain liable for all charges incurred under this Agreement up to the date of termination.

16.10. The Legally Binding Contract. Subject to Clause 10.2:

16.10.1. The Entire Agreement. The Agreement, [Privacy Policy](#), [Acceptable Use Policy](#) and Sales Summary Document referred to in herein constitutes the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

16.10.2. Misrepresentation. Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

16.11. Governing Law and Dispute Resolution. The Agreement will be governed by and construed in accordance with the laws of England and Wales; and



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the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

- 16.11.1. Informal Dispute Resolution. In the event of any concern or dispute regarding the Service, the Customer hereby agrees to make a good faith effort to resolve the matter informally by contacting the Provider. If the matter is not resolved through informal means within 30 days, the Customer may pursue other remedies as provided in this Agreement or as permitted by law.
- 16.11.2. Limitation for Legal Action. Any legal action or proceeding brought by the Customer in relation to a dispute must be commenced within one (1) year of the date on which the cause of action arises.