

# PeopleBrowsr

## Master Terms of Service

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*Last Updated May 2021*

These Terms of Service (these "Terms") govern the relationship between PeopleBrowsr, Inc. and its parent, subsidiary, sibling, and successor entities ("PeopleBrowsr," "us," or "we") and our users and others who interact with PeopleBrowsr or our products and services and other features and services we make available (including any application built on the PeopleBrowsr Platform) through our website at [www.peoplebrowsr.com](http://www.peoplebrowsr.com) and any other PeopleBrowsr branded or co-branded websites, including subdomains, international versions, widgets, mobile application versions, and ("Applications"), and our Platform (the PeopleBrowsr cloud based "software as a service" SaaS development and deployment environment), collectively, the "Services".

The Services include social application building platforms and social gaming products, many of which—such as the Grab mobile application and Empire Kred mobile app—are part of your PeopleBrowsr experience, including, but not limited to:

1. SocialOS Developer API (including NFT.Kred API and Link.Kred API)
2. dotCEO
3. dotKred
4. Grab
5. Empire Kred
6. Kred (including NFT.Kred and Link.Kred)
7. .KRED Domain Tokens
8. NFT.NYC

All of these Services are covered by our Data Policy set forth in Section 2, which describes how we collect, use and disclose facts and other information about you, including actions taken by users and non-users who interact with PeopleBrowsr ("Information"). Other terms, conditions, and policies may apply to specific Services or PeopleBrowsr products, which we will tell you about through those Services and are also incorporated into and subject to these Terms by reference, though to the extent those supplemental terms conflict with these Terms, those supplemental terms govern with respect to your use of such Services.

**By using or accessing the Services, you agree to these Terms, as updated from time to time in accordance with Section 1.10 below. If you do not agree to these Terms, do not use the Services.**

## **1. Statement of Rights and Responsibilities**

### **1.1 Sharing Your Content and Information**

Your content is your content - You own all of the content you post, share, or otherwise make available ("Content") on or through the Services. You can control how your Information and certain Content is shared through your privacy and in-Application settings.

In addition:

1. For Content subject to your intellectual property rights, like photos and videos ("IP Content"), you specifically give us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP Content that you post on or in connection with the Services, which will end when you delete such IP Content or your account, save for any data or content which needs to be retained as per the applicable law.
2. When you delete IP Content from the Services, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed IP Content may persist in backup copies but will not be available for public consumption by others and we are not responsible for third-party use of any IP Content that may have been shared with others through the Services.

3. Some PeopleBrowsr Applications store your Content on the blockchain (including Link.Kred and NFT.Kred). When interacting with the blockchain (as it is a public decentralized network) we may not be able to ensure that your personal data is deleted. Blockchain technology does not generally allow for data to be deleted.
4. When you use an Application, the Application may ask for your permission to access your Content and Information, as well as Content and Information that others have shared with you. Your settings within the Application will control how that Application can use, store, and transfer that Content and Information.
5. When you publish Content or Information, it means that you are allowing everyone, to access and use that information, and to associate it with you (i.e., your name and profile picture). When interacting with the blockchain, we will likely not be able to prevent external parties from processing any personal data which has been written onto the blockchain.
6. PeopleBrowsr may choose to feature your Content. You grant PeopleBrowsr a perpetual, worldwide, royalty free, non-exclusive right and license to feature the Content

## 1.2 Safety and Compliance

We do our best to keep the Services safe, but we cannot guarantee it.

We need your help to keep the Services safe and compliant with international, federal and state law, which includes the following commitments by you:

1. You will not post or transmit unauthorized commercial communications (such as spam) on or through any of the Services;
2. You will not collect users' Content or Information or otherwise access the Services using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior written permission;
3. You will not collude with other registered users to exploit offers or bonuses;
4. You will not engage in unlawful multi-level marketing (such as a pyramid scheme) on or through the Services;
5. You will not create Content or applications that suggest or otherwise represent in any way that users can make investment returns on the Services, including, without limitation, through NFT.Kred;
6. You will not upload viruses or other malicious code;
7. You will not solicit login information or access an account belonging to any other user;
8. You will make use of the Services in accordance with the general expected use thereof, and shall not make any use which is contrary to the general spirit of the Services;
9. You will not exploit any part of the code developed for any of the Services for your own use;
10. You will not use the Services to do anything unlawful, misleading, malicious, or discriminatory; bully, intimidate, or harass any user; or post Content or do anything that, in our sole discretion, constitutes hate speech or threats, incites violence, or portrays graphic or gratuitous violence;
11. You will not access areas of the Services or Content within the Services that discuss or depict adult-oriented topics or are marked as "not safe for work" or NSFW if, in your discretion, you find such content objectionable or inappropriate;
12. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions;
13. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Services (such as a denial of service attack or interference with page rendering);

14. You will not facilitate or encourage any violations of these Terms or our policies; and
15. You agree to notify us immediately of unauthorised use of your account at support@peoplebrowsr.com.

### **1.3 Registration and Account Security**

Users of the Services must provide true and accurate Information, including their real names. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal Information on the Services, or create an account for anyone other than yourself without permission;
2. You will not create more than one personal account;
3. If we disable your account, you will not create another one without our permission;
4. You will not use the Services if you are under 13 years of age;
5. You will not use the Services if you are a convicted sex offender;
6. You will keep your contact Information accurate and up-to-date;
7. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account; and
8. You will not transfer your account (including any page or application you administer) to anyone without our prior written permission.

### **1.4 Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

1. You will not post Content or take any action in connection with the Service that infringes or violates someone else's rights or otherwise violates the law.
2. We will remove any Content or Information you post on or through the Service that we believe, in our sole discretion, violates these Terms or our policies, including Content that may infringe the intellectual property rights of others in accordance with Section 3 of these Terms.
3. You will not use the Services or post Content which harasses other users in any way, form, or shape;
4. You will not use PeopleBrowsr's copyrights, trademarks or any confusingly similar marks, or any other intellectual property, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
5. If you collect Information from users, you must first obtain their consent and make it clear you (and not PeopleBrowsr) are the one collecting their Information subject to your own usage policies.
6. You will not post anyone's identification documents or sensitive financial information on the Services.
7. You will not tag users or send email invitations to non-users without their consent. PeopleBrowsr offers social reporting tools to enable users to provide feedback about tagging.

### **1.5 Mobile and Other Devices**

1. We currently provide our mobile services for free, be aware that your carrier's normal rates and fees, such as text messaging and data charges, may still apply.

2. In the event you change or deactivate your mobile telephone number, you will update your account information on the Services within 48 hours to preserve proper access to your account and personal information.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on the Services.

## **1.6 Payments**

If you make a payment on or through the Services, you agree to our Payments Terms and the terms and conditions of our third-party payment processing services.

## **1.7 Special Provisions Applicable to Developers/Operators of Applications and Websites**

You must comply with our Platform Usage Terms set forth in Section 6 if you are a developer or operator of a Platform (as defined therein) application or website or if you use social media plugins.

## **1.8 Amendments**

PeopleBrowsr may make changes to these Terms at any time in its sole discretion and will do our best to notify our users before making, or within a reasonable time after making, changes to these Terms. Changes to these Terms are effective when posted and your continued use of the Services following such change constitutes your acceptance of our Terms as amended.

## **1.9 Termination**

If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for us, PeopleBrowsr can, at its sole discretion, stop providing all or part of the Services to you without notice or explanation to you. We may also delete your account or disable your Application at any time.

## **1.10 Disputes**

1. These Terms, your use of the Services, and your relationship with PeopleBrowsr, as well as any claim, cause of action, or dispute that might arise therefrom (a "Dispute"), shall be governed exclusively in accordance with the laws of the State of California, without regard to conflict of law principles. We will resolve any Dispute exclusively in the U.S. District Court for the Northern District of California or the state courts located in San Mateo County, California and you agree to submit to the personal jurisdiction of such courts for the purpose of resolving such Dispute and waive any jurisdictional, venue, or inconvenient forum objections to such courts.
2. If any third party brings a claim of any nature against PeopleBrowsr or its officers, directors, agents, employees, service providers, successors and assigns ("PeopleBrowsr Parties") related to or arising out of your actions, use of the Services, or your Content or Information on the Services, you will indemnify and hold the PeopleBrowsr Parties harmless from and against all damages, losses, and expenses of any kind (including attorneys' fees and costs) related to such claim. Although we provide rules for user conduct, we cannot control or direct users' actions on the Services and are not responsible for the Content or Information users transmit or share on the Services, including any offensive, inappropriate, obscene, unlawful or otherwise objectionable Content or Information you may encounter on the Services. We are not responsible for the conduct, whether online or offline, of any user of the Services.
3. We try to keep the services, bug-free, and safe, but you use them at your own risk. We are providing the services "as is" without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the services will always be safe, secure or error-free or that the services will always function without disruptions, delays or imperfections. Peoplebrowsr is not responsible for the actions, content, information, or data of third parties, and you release the peoplebrowsr parties from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. We will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with these terms or the services, even if we have been advised of the possibility of such damages. The peoplebrowsr parties' aggregate liability arising out of these terms or the services shall not

exceed the greater of one hundred dollars (\$100) or the amount you have paid peoplebrowsr for use of the services in the past twelve (12) months. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you, provided in such case, the peoplebrowsr parties' liability will be limited to the fullest extent permitted by applicable law.

## **2. Data Policy**

This Data Policy describes how and when PeopleBrowsr collect, use and share your Information across the Services. When using any of the Services, we collect, transfer, store, disclose, and use your Information as described in this Data Policy, which includes personally identifiable information ("PII") and any information you choose to provide that is deemed sensitive under applicable law. Irrespective of which country you live in, you authorise us to transfer, store, and use your Information in the United States, Australia and any other country where we operate subject to applicable law.

### **2.1 Purposes of Processing, Information Collection and Use**

We collect and use your information to provide, understand, and improve the Services.

#### **2.1.1 Personally Identifiable Information (PII)**

When creating an account on the Services, all users must provide certain personally identifiable information (PII). Depending on the service ordered, we may process their name, postal address, email address, photograph, phone number. The categories of PII that are collected will be disclosed to you upon registration. For the registration of .KRED domains, we collect and process telephone number, email address, wallet (ENS) address related data and user name for the purpose of performing our contractual duties. In the event of a transfer of a .KRED Domain Token, we do not collect the telephone number of the transferee. With respect to some services Users may choose to provide bios and link their social media profiles to their accounts and publicly accessible profiles through the Services, which may be considered PII depending on their identifying nature. Users will also create their own usernames, which can either be their real name or a pseudonym, and may constitute PII depending on the identifying nature of the username. Usernames and real names can be listed publicly through the Services.

#### **2.1.2 Contact Information**

You may use your contact information, such as your email address or phone number, to customize your account or enable certain account features, for example, for login verification. If you provide us with your phone number, you agree to receive text messages to that number from PeopleBrowsr and third-party services we utilize. We may use your contact information to send you information about the Services; to market to you; to help prevent spam, fraud, or abuse; and to help others find your account, including through third-party services and client applications. You may use your settings for email and mobile notifications to control notifications you receive from PeopleBrowsr, and may unsubscribe from notifications at any time.

#### **2.1.3 Additional Information**

You may choose to provide us with additional information to help improve and personalize your experience across the Services. For example, you may choose to upload and sync your address book so that we can help you find and connect with users you know or help other users find and connect with you. You can delete your imported address book contacts at any time by visiting your privacy settings. If you email us, we may keep your message, email address and contact information to respond to your request.

### **2.2 Direct Messages and Non-Public Communications**

We provide certain features that allow you to communicate more privately. For example, you can use Direct Messages to have private conversations with other PeopleBrowsr Service users. When you privately communicate with others through our Services, such as by sending and receiving Direct Messages, we will store and process your communications, and information related to them.



## **2.3 Location Information**

We may receive information about your location. For example, you may choose to publish your location in messages that you send via the Services and in your profile information. We may also determine location by using other data from your device, such as precise location information from GPS, information about wireless networks or cell towers near your mobile device, or your IP address.

## **2.4 Cookies**

Like many websites, we use cookies and similar technologies to collect additional website usage data and to improve the Services, but we do not require cookies for many parts of the Services such as searching and looking at public user profiles. A cookie is a small data file that is transferred to your computer or mobile device. We may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to customize and improve our Services. Although most web browsers automatically accept cookies, some browsers' settings can be modified to decline cookies or alert you when a website is attempting to place a cookie on your computer. However, some Services may not function properly if you disable cookies.

## **2.5 Third-Parties and Affiliates**

We may receive information about you from third parties, such as other PeopleBrowsr Service users, partners (including ad partners), or corporate affiliates. For example, other users may share or disclose information about you, such as when they mention you, share a photo of you, or tag you in a photo. Our ad partners and affiliates may share information with us such as a browser cookie ID, mobile device ID, or cryptographic hash of a common account identifier (such as an email address), as well as demographic or interest data and Content viewed or actions taken on a website or app. Our ad partners, particularly our advertisers, may enable us to collect similar information directly from their website or application by integrating our advertising technology. We shall not be responsible for any acts or omissions of such third parties which may result in a breach of the applicable law or otherwise have a disadvantageous outcome for the user(s).

## **2.6 Information Sharing and Disclosure**

We do not disclose your PII except in the limited circumstances described here.

### **2.6.1 User Consent or Direction**

We may share or disclose your PII and related information at your direction, such as when you authorize a third-party web client or application to access your account or when you direct us to share your feedback with a business. If you've shared any PII and related information with another user who accesses the Services through a third-party service, keep in mind that the Information may be shared with the third-party service and is not subject to these Terms or PeopleBrowsr's oversight.

### **2.6.2 Service Providers**

We engage service providers to perform functions and provide services to us in the United States, Australia and other countries to help provide the Services, such as hosting our various blogs and wikis, and to help us understand and improve the use of the Services, such as Google Analytics. We may share your PII with such service providers subject to obligations consistent with this Data Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your PII only on our behalf and pursuant to our instructions.

### **2.6.3 Commercial Transactions**

If you make a payment as part of a commercial transaction through the Services, we may provide the seller, commerce provider, marketplace, or charity with your name, email address, shipping address, payment information and transaction data to facilitate payment processing, order fulfillment, and dispute resolution (including payment and shipping disputes) and to help prevent, detect, and investigate fraud or other prohibited activities. Please refer to these third parties' privacy policies for information about their information and privacy practices.

## **2.6.4 Law and Harm**

Notwithstanding anything to the contrary in this Data Policy, we may preserve or disclose your PII and related information if we believe that it is reasonably necessary to comply with a law, regulation, legal process or governmental requests; to protect the safety of any person; to address fraud, security or technical issues; or to protect our or our users' rights or property.

## **2.7. More Information, Information for EU citizens**

For more information on how we process your PII and information about your rights and legal bases according to GDPR, please visit [www.peoplebrowsr.com/privacy](http://www.peoplebrowsr.com/privacy). There you will find information on your rights according to GDPR, contact details of the controller and the EU representative. Please also note the information provided in these Terms of Service regarding the respective services.

## **3. Posted Content, Interactive Areas, and Intellectual Property**

### **Use of Interactive Areas and the Services**

The Services may contain discussion forums, bulletin boards, review services, or other forums in which users or third parties may post Content, messages, materials, reviews, or other items ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. Content submitted to any public area of the Services is non-confidential. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

1. Any message, data, information, text, music, sound, photos, graphics, code, or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
2. Content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any applicable law;
3. Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any party;
4. Content that impersonates any person or entity or otherwise associates, infers or misrepresents the user's affiliation with a person or entity;
5. Unsolicited promotions, political campaigning, advertising or solicitations;
6. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use and disclosure;
7. Viruses, corrupted data or other harmful, disruptive or destructive files;
8. Content that, in PeopleBrowsr's sole discretion, are unrelated to the topic of the Interactive Area(s) in which such Content are posted; and
9. Content that, in PeopleBrowsr's sole judgment, are objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Services, or which may expose PeopleBrowsr or its users to any harm or liability of any kind.

PeopleBrowsr has a zero-tolerance policy towards unsolicited email or messages, commonly referred to as "spam." Users may not use the Interactive Areas or the Services generally to send commercial or other messages to any third-party, within or outside of the Services, if those messages are not solicited, authorized or welcomed by the third-party, and in using the Services, users must comply with all applicable laws, including laws that apply in any

jurisdiction, to spam and marketing practices and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Interactive Areas or other portions of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Services. If you believe that your own posted Content or Information violates any law or regulation, is inaccurate or poses any risk whatsoever to any third party, it is your responsibility to take any corrective steps you deem necessary. If you believe that any Content or third-party Content violates any laws or regulations, including, without limitation, any copyright laws, you should report it to PeopleBrowsr.

### **U.S. Digital Millennium Copyright Act and Trademark Notice and Takedown**

The following section pertains to PeopleBrowsr users residing in the United States only.

PeopleBrowsr will respond to legitimate requests made pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") and trademark law, and we retain the right to remove Content from the Services that PeopleBrowsr believes in good faith infringes on any third party's intellectual property rights upon notice from the owner of such intellectual property, or their agent. Be advised that misrepresentations of infringement could result in liability for monetary damages and that PeopleBrowsr reserves the right to seek damages and indemnification from any party that submits a Notice of Claimed Infringement or Counter Notification in violation of U.S. law.

Any Notice of Claimed Infringement and request for removal, and all Counter Notifications thereto, the requirements for which are listed below, should be sent to PeopleBrowsr's Designated Agent by physical or electronic mail at:

PeopleBrowsr, Inc.  
Attention: Designated Agent  
150 Executive Park Boulevard, Suite 3050,  
San Francisco, CA 94134  
Email: [copyright@peoplebrowsr.com](mailto:copyright@peoplebrowsr.com)

Please only use the above address for submitting the notices set forth in this section. Any other correspondence about PeopleBrowsr, the operation of the Services or any other matter should be sent to [contact@peoplebrowsr.com](mailto:contact@peoplebrowsr.com).

### **Notice of Claimed Infringement**

If you believe in good faith that any Content has been used in a manner that infringes a copyright that you own or control, you may send a timely Notice of Claimed Infringement containing the following information:

1. A physical or electronic signature of the copyright owner, or person authorized to act on its behalf;
2. A description of the copyrighted work that you claim has been infringed upon;
3. A description of where the material that you claim is infringing is located on the Services, the easiest way being by providing us with the URL(s) leading directly to the allegedly infringing Content;
4. Your mailing address, telephone number and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or U.S. law; and
6. A statement, made under penalty of perjury under the laws of the United States, that the information contained in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For claims of trademark infringement, send a notice to PeopleBrowsr's Designated Agent containing the preceding information as applicable to your trademark or service mark, including the mark, registration number if applicable, basis for your trademark claim, jurisdiction in which you claim trademark rights and class of goods or services and accompanying description for which you assert trademark rights. Please note that a copy of your notice will be sent to the party who posted the Content you report.

### **Counter Notification**

If we remove your Content in response to a Notice of Claimed Infringement, we will notify you and offer to provide you with a copy of such notice. If you believe your Content was wrongly removed due to a mistake or misidentification of

the Content, you may submit a timely Counter Notification to our Designated Agent that includes the following information:

1. Your physical or electronic signature;
2. Identification of the Content that was removed or to which access has been disabled and the location at which the Content appeared before they were removed or access to it was disabled;
3. A statement, made under penalty of perjury under the laws of the United States, that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the Content to be removed or disabled; and
4. Your name, mailing address, telephone number and email address, and a statement that you consent to the jurisdiction of the United States District Court for the judicial district in which your address is located, and that you will accept service of process from the party who submitted the Notice of Claimed Infringement or its duly appointed agent.

Upon receiving an effective Counter Notification, PeopleBrowsr will promptly forward it to the reporting party. If the reporting party fails to notify PeopleBrowsr within ten (10) business days that it has filed an action seeking a court order to restrain you from engaging in the allegedly infringing activity, PeopleBrowsr will consider, in our sole discretion, restoring eligible Content to the Services.

Our policy is to remove any Content posted to the Services by any user for whom PeopleBrowsr has received and acted on more than two (2) takedown requests. PeopleBrowsr has discretion, however, to terminate any user's account and/or access to the Services after receipt of even a single Notification of Claimed Infringement, or in PeopleBrowsr's sole discretion.

#### **4. Payment Terms**

Certain aspects of the Services are paid services (such additional services, "Paid Services"). This section explains how we handle fees and payments for those Paid Services ("Fees").

##### **4.1. Fees**

You can access Paid Services by submitting a Fee to us and all Fees will be disclosed to you before you are charged for Paid Services. Paid Services will remain in effect and may be automatically charged to you until cancelled or terminated in accordance with these Terms. You may cancel Paid Services at any time by contacting Customer Care. If the Fees for certain Paid Services are not recurring charges and you don't pay for Paid Services on time, we reserve the right to suspend or cancel your access to those Paid Services. Transaction fees and additional fees may also apply to certain portions of the Services. Our fees will appear on an invoice that we provide via the Services unless otherwise indicated.

##### **4.2. Taxes**

All Fees are exclusive of applicable federal, state, local or other taxes ("Taxes"). You're responsible for all applicable Taxes, and we'll charge Taxes in addition to the Fees when we are required to do so. If you're exempt from Taxes, you must provide us with a valid tax exemption certificate and we reserve the right to determine whether the certificate is valid. Tax exemption will only apply from and after the date we receive such certificate.

##### **4.3. Automatic Subscription Renewals**

For certain Paid Services, such as domain registrations and site subscriptions, we'll automatically bill you in regular intervals (such as monthly or annually) to ensure uninterrupted service unless you disable auto-renewal or cancel your subscription, which you can do at any time. We'll automatically bill you for certain Paid Services from the date you submit your initial payment and on each renewal period thereafter until cancellation. Your renewal period will be equal in time to the renewal period of your current subscription. For example, if you're on a monthly subscription plan, each billable renewal period will be for one month. We'll automatically charge you the applicable Fee using the payment method you have on file with our Payment Processor (defined below). We'll let you know in advance if you're purchasing a Paid Service that includes auto-renewal payments. You can disable auto-renewal at any time by contacting Customer Care.

#### **4.4. Refunds**

While you may cancel any Paid Services at any time, you won't be issued a refund except in our sole discretion or if legally required (such as for qualifying users in the European Union).

#### **4.5. Fee Changes**

We may change our Fees at any time and we'll provide users of Paid Services advance notice of these Fee changes via the Services. New Fees will not apply retroactively. If you don't agree with the Fee changes, you have the right to reject the change by cancelling the applicable Paid Service before such change takes effect or, if not, then the end of the then-current payment period.

#### **4.6. Chargebacks**

If you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any Fees payable to us ("Chargeback"), we may automatically terminate any and all Paid Services to which you subscribe. If you have questions about a payment made to us, we encourage you to contact Customer Care before filing a Chargeback. We reserve the right to dispute any Chargeback.

#### **4.7. Our Payment Processor**

We use third party payment processors (the "Payment Processor") to bill you through a payment account linked to your account. Our current Payment Processor is Stripe, and your payments are processed by Stripe in accordance with Stripe's Terms of Service and Privacy Policy, or in accordance with the Terms of Service and Privacy Policy of any other Payment Processor used by us at our discretion. By making a payment through the Payment Processor, you acknowledge that PeopleBrowsr doesn't control and is not liable for the security or performance of the Payment Processor. You agree to pay us, through the Payment Processor, all Fees then in effect for any Paid Service to which you subscribe and any other purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your account. We reserve the right to correct, or to instruct our Payment Processor to correct, any errors or mistakes in the Fees charged, even if payment has already been requested or received.

#### **4.8 Fees For Third Party Services**

Third-party services purchased through the Services are subject to the terms and conditions of such third-party service providers, which may have their own refund policies different from those of PeopleBrowsr. The purchase terms and conditions for such third-party services will be displayed during the purchase process, such as through a link to the purchase terms and conditions. It's your responsibility to verify your ability to purchase, cancel or obtain a refund for a third-party services and PeopleBrowsr will not refund purchases of third-party services.

### **5. Domain Registration Terms**

This section explains how we provide our domain services to users. Note that your domain registrations are also subject to agreements with third parties, including the Internet Corporation for Assigned Names and Numbers ("ICANN") and our third-party domain name registrar partner ("Registrar Partner").

#### **5.1. Reseller Services**

When you register a domain name, or renew or transfer an existing domain name, via the Services, even if such domain names are automatically registered through the use of the Services, you become bound by the relevant Registrar Partner's terms and conditions, which are incorporated by reference into these Terms. Currently, our Registrar Partner for the Services is TLD Registrar Pty Ltd. All registrations and renewals via the Services are subject to the TLD Registrar Terms of Service.

## **5.2. ICANN**

Your use of our domain services is subject to the policies, including without limitation the dispute resolution policies, of ICANN. Your rights and responsibilities as a domain name registrant under ICANN's 2009 Registrar Accreditation Agreement are summarized [here](#). You can learn more about domain name registration in general [here](#).

## **5.3. Transfers, Renewals And Refunds**

You may not transfer a domain name for the first sixty (60) days following registration. For renewals, we'll provide you notice at least fifteen (15) days before your domain renewal date, but you agree that renewing your domain is solely your responsibility. If you cancel a domain name purchase within the first five (5) days following your purchase, we may provide a full refund. However, we don't offer refunds for domain renewals or transfers.

## 6. Platform Usage Terms

This section governs access to and use of Social OS Application Programming Interface (“API”), Software Development Kit (“SDK”) and the related documentation, data, code, and other materials provided by PeopleBrowsr with the API, as updated from time to time, including without limitation through the public website (<http://dev.socialos.io/>) used to provide information to developers regarding Social OS (“Developer Site”) (collectively, the “Social OS API”) and associated posts, end user profile information, and any other data and information made available to you through the Social OS API or by any other means authorized by PeopleBrowsr, and any copies and derivative works thereof (“Social OS Data,” and together with the Social OS API, the “Licensed Material”).

BY USING THE LICENSED MATERIAL, YOU AGREE TO COMPLY WITH AND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SECTION 6 OF THESE TERMS EFFECTIVE AS OF THE FIRST DATE OF YOUR USE (“EFFECTIVE DATE”). IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE LICENSED MATERIAL.

### 6.1 Social OS API and Content (including the NFT.Kred API and Link.Kred API)

#### 6.1.1 License from PeopleBrowsr

Subject to these Terms and the terms of this Section 6 and as a condition to the foregoing license, PeopleBrowsr hereby grants you and you accept a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable license from the Effective Date until terminated to:

1. Use the Social OS API to develop and implement your websites, applications and other offerings that display Social OS Data or otherwise use the Licensed Material (“Sites and Apps”);
2. Copy a reasonable amount of and display the Social OS Data on and through your Sites and Apps to end users of your Sites and Apps (“End Users”) as permitted by these Terms; and
3. Modify Social OS Data only to format it for display on your Sites and Apps.

#### 6.1.2 Restrictions on Use of Licensed Materials

1. Reverse Engineering and Other Limitations

You will not do, attempt to, or permit others to do any of the following:

- a. Reverse engineer, decompile, disassemble or translate the Social OS API, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Social OS API or any portion thereof;
  - b. Interfere with, modify, disrupt or disable features or functionality of the Social OS API, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Social OS API;
  - c. Sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Licensed Material to any third party except as expressly permitted herein;
  - d. Provide use of the Social OS API on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the Social OS API or “frame” or “mirror” the Social OS API on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the Social OS API; or
  - e. Use the Licensed Material for any illegal, unauthorized or other improper purposes.
2. Rate Limits

You will not attempt to exceed or circumvent limitations on access, calls and use of the Social OS API (“Rate Limits”), or otherwise use the Social OS API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of these Terms. If you exceed, or PeopleBrowsr reasonably believes that you have attempted to circumvent, Rate Limits controls to limit use of the Social OS APIs or these Terms, then your ability to use the Licensed

Materials may be temporarily suspended or permanently blocked. PeopleBrowsr may monitor your use of the Social OS API to improve the Services and to ensure your compliance with these Terms.

### 3. Geographic Data

Your license to use Social OS Data in these Terms does not allow you to (and you will not allow others to) aggregate, cache, or store location data and other geographic information contained in the Social OS Data, except in conjunction with the Social OS Data to which it is attached. Your license only allows you to use such location data and geographic information to identify the location tagged by the Social OS Data. Any use of location data or geographic information on a standalone basis or beyond the license granted herein is a breach of these Terms.

## 6.2 Updates to Social OS APIs

You acknowledge that, at its sole discretion, PeopleBrowsr may, from time to time, update or modify the Social OS APIs (in each instance, an "Update"). You are required to implement and use the most current version of the Social OS API and to make any changes to your Sites and Apps that are required as a result of such Update at your sole cost and expense. Updates may adversely affect the manner in which your Sites and Apps access or communicate with the Social OS API or display Social OS Data. Your continued access or use of the Social OS APIs following an Update will constitute binding acceptance of the Update.

## 6.3 Ownership, Feedback and Costs Disclosure

The Licensed Materials are licensed, not sold, and PeopleBrowsr retains and reserves all rights in and to the Licensed Materials not expressly granted in these Terms. You expressly acknowledge that PeopleBrowsr retain all worldwide right, title and interest in and to the Licensed Material and Social OS Data, including all rights in patents, trademarks, trade names, copyrights, trade secrets, know-how, data (including all applications therefor), and all proprietary rights under the laws of the United States, any other jurisdiction or any treaty ("Social OS IP"). You agree and acknowledge that you will not have or claim any rights in or to the Social OS IP or any applications thereof other than your limited right to use the Social OS IP in accordance with this Section 6. Nothing herein shall transfer or convey to you any ownership right, title, or interest in or to the Social OS IP or any license right with respect to the Social OS IP not expressly granted herein. You agree not to challenge or contest the ownership of any Social OS IP by PeopleBrowsr or any other party.

You may provide PeopleBrowsr with comments concerning the Licensed Material, Services or your evaluation and use thereof (collectively, "Feedback"). You hereby grant PeopleBrowsr all rights, title and ownership of such Feedback (including all intellectual property rights therein), and PeopleBrowsr may use the Feedback for any and all commercial and non-commercial purposes with no obligation or compensation of any kind to you.

You must disclose in a clear and unambiguous manner to us and any End User any costs, fees, charges or penalties charged by you on your Sites and Apps. You are required to include a clear statement that any costs, fees, charges or penalties are being charged by you, and not PeopleBrowsr.

## 6.4 Termination

PeopleBrowsr may, at its sole discretion at any time, immediately and without notice to you terminate or suspend this license to the Licensed Material and any rights granted herein, for any reason by providing notice to you. You may terminate this Agreement at any time by ceasing your access to the Social OS API and use of all PeopleBrowsr Content. Upon termination of this Agreement, all licenses granted herein immediately expire and you must immediately cease use of all Licensed Materials. You will not have any recourse against PeopleBrowsr and may not seek any damages from PeopleBrowsr or any equitable remedy against PeopleBrowsr if PeopleBrowsr discontinues the Social OS API or terminates or otherwise interferes with your use of the Licensed Materials.

## 6.5 Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the Licensed Material ("Confidential Information"), which is confidential and proprietary to PeopleBrowsr. You may use this Confidential Information only as necessary in exercising your rights granted in these Terms. You may not disclose any of this Confidential Information to any third party without PeopleBrowsr's prior written consent. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would



use to protect your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.

## 6.6 Legal Compliance

As a condition of this license and your continued use of the Services, you must comply with all applicable foreign, federal, state, and local laws, rules, and regulations, including, but not limited to, the following:

1. **User Protection.** You will not knowingly:
  - a. Display, distribute, or otherwise make available Social OS Data to any entity to investigate, track or surveil PeopleBrowsr's users or their Content or to obtain information on PeopleBrowsr users or their Content in a manner that would require a subpoena, court order, or other valid legal process or that would otherwise have the potential to be inconsistent with our users' reasonable expectations of privacy; or
  - b. Display, distribute or otherwise make available Social OS Data to any person or entity that PeopleBrowsr reasonably believes will use such data to violate the Universal Declaration of Human Rights (available for reference at <http://www.un.org/en/documents/udhr/>), including without limitation Articles 12, 18, or 19, or the European Convention on Human Rights (available for reference at <https://www.echr.coe.int/Pages/home.aspx?p=basictexts&c>) and you will not conduct and your services will not provide analyses or research that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes.
2. **Export and Import.** The Licensed Material may be subject to U.S. export laws and import and use laws of the country where it is delivered or used, and you agree to abide by such laws. Under these laws, the Licensed Material may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, to any country or to any foreign national restricted by these laws, including countries embargoed by the U.S. federal government (currently, Cuba, Iran, North Korea, Northern Sudan and Syria) or to any restricted or denied end-user including, but not limited to, any person or entity prohibited by the U.S. Office of Foreign Assets Control, or for any restricted end-use.
3. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Section 6, regardless of the states in which the parties do business or are incorporated.

## 7. NFT.Kred

### 7.1 The Kred Non-Fungible Token Platform

“Kred NFTs” are tokenized actionable digital assets.

The “tokens” exist in **multiple** non-fungible digital formats including coins, cards, badges and “naked” digital assets.

The Kred NFT platform facilitates the creation of a Non-fungible Token (NFT) from a digital asset.

Kred NFTs may be organized into groups and displayed in a channel or “Hub”.

Kred NFTs are designed for giving, tracking, redeeming and playing.

Each Kred NFT derives value from the tokenized digital asset, its redemption value, its circulation trail, and the social capital that comes with holding, trading, or gifting the Kred NFT.

The Kred NFT Platform consists of a customized web application ([www.NFT.Kred](http://www.NFT.Kred)) and a backend cloud service ([www.docs.NFT.Kred](http://www.docs.NFT.Kred)).

The web application consists of a NFT Hub creator, Token creator, social actions, comment stream, a collection showcase, a marketplace and a wallet.

The web application ([www.NFT.Kred](http://www.NFT.Kred)) may be customized (“Related web Apps”) for use by different communities. For example:

- [www.Kitty.Kred](http://www.Kitty.Kred)
- [www.Badge.Kred](http://www.Badge.Kred)
- [www.Art.Kred](http://www.Art.Kred)
- [www.EmpireCoins.Kred](http://www.EmpireCoins.Kred)

The backend cloud service is powered by blockchain technology, the new technology utilizing distributed ledger(s), and the PeopleBrowsr Platform SocialOS.

#### 7.1.1 Kred NFT web app functionality

Brands and Members of each NFT.Kred community can create their own custom Kred NFTs for circulation within the Platform. Kred NFTs are stored in Web3.0 compliant wallets and may be exported for use in other applications.

Every Kred NFT has a unique URL that carries its issuer’s .Kred profile domain as a verification of who created it, and integrates social functions, such as a circulation counter that shows the number of times each Kred NFT has been passed on to different holders and a NFT circulation trail that shows the identities of its prior holders.

#### 7.1.2 What Kred NFT Users Receive

When you use the Kred NFT web app (or a Related web App) you receive:

1. Our consent (subject to these Terms of Service) to use the NFT.Kred web app (App.NFT.Kred) and related apps.
2. A blockchain digital wallet
3. A subscription to a unique Kred second- or third-level domain.
4. Depending on pricing plan, an option to create a Kred NFT Hub

When you mint or purchase a Kred NFT, you own the underlying NFT completely. This means that you have the right to trade your NFT, sell it, or give it away. PeopleBrowsr has no authority to and will at no point will seize, freeze, redeem, or otherwise modify the ownership of any Kred NFT.

### 7.1.3 Kred NFT Hub users receive

When an NFT.Kred user creates their own NFT Kred Hub they receive:

1. A configurable NFT.Kred Hub
2. Access to their NFT.Kred Hub's user data
3. A blockchain smart contract for their Hub

### 7.1.4 Kred NFTs Reliant on Third Party Systems

A Kred NFT relies on multiple systems for its digital attributes, including (not limited to):

1. Third party digital wallets (Eg Interstellar and Metamask)
2. Stellar, Ethereum and Ethereum compatible Blockchain Networks (see 7.2.2)
3. SocialOS
4. The .Kred Top Level Domain
5. IPFS or other storage solutions

Neither PeopleBrowsr nor the Platform has control over third party systems, and we are not responsible for their continued operation. By using the Platform, you agree to be bound by the Terms of Service and Privacy Policies for those third parties.

## 7.2 Purchase and Transactions of Kred NFTs

### 7.2.1 Kred NFT Providers

Kred NFTs are provided by the following entities to users in the following jurisdictions:

- **United States:** NFT.Kred Inc.
- **Australia:** NFT.Kred Pty Ltd. (ACN 625 041 536)
- **Rest of World:** NFT.Kred Pty Ltd. (ACN 625 041 536)

### 7.2.2 Backed by Blockchain Technology

Decentralised transactions on the NFT.Kred platform and via the NFT.Kred API are written by us to the Polygon Blockchain by default. Users may elect to have their transactions involving Kred NFTs written to the Ethereum Blockchain network, at an additional cost to those users.

You understand that your Kred NFT public address will be made publicly visible whenever you transact on App.NFT.Kred.

PeopleBrowsr does not control the cost of "gas" or any additional costs charged by the Ethereum Blockchain network,

which may vary from time to time based on factors outside of PeopleBrowsr’s control (such as the number of transactions being processed on the Ethereum blockchain at any time).

#### **7.2.2.1 Digital Wallets and other Third party services**

An electronic wallet, allows you to purchase, store, and engage in transactions using Stellar or Ethereum digital assets (non-fungible) or fungible currency across multiple applications and platforms

The applications may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our application and are subject to the Terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications and are not under the control of PeopleBrowsr. You acknowledge and agree that PeopleBrowsr is not responsible for any Third-Party Websites or Third-Party Applications, including their availability or content. PeopleBrowsr provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. You acknowledge and agree that PeopleBrowsr is not liable for any loss or damage that may be incurred as a result of the availability or unavailability of the Third-Party Website or Third-Party Applications, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any Third-Party Website or Third-Party Application. When you leave our application, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

#### **7.2.3 Pricing Plans**

When a user registers for NFT.Kred, they are subscribed to the “Free” pricing plan (<https://www.nft.kred/pricing>).

#### **7.2.4 Use and Purpose of Kred NFTs**

The minting, purchasing, selling or reselling, trading, gifting, or collecting of Kred NFTs on the NFT.Kred platform shall not be construed as investment or financial contribution or any form of financial assistance and does not present an exchange of Kred NFTs for any form of investment returns or profits. The minting, purchasing, selling or reselling, trading, gifting, and collecting of Kred NFTs is intended for your own entertainment and play. Holders and owners of Kred NFTs are entitled to use the NFT.Kred platform and the services within the NFT.Kred platform only in accordance with the Terms set out herein.

#### **7.3 Source of Crypto Funds**

If you purchase Kred NFTs using cryptocurrencies, you agree, represent, and warrant that those cryptocurrency funds in your wallet, vault, or other storage mechanism used for the purpose of purchasing, capturing, collecting, exchanging, or trading Kred NFTs now, or in the future, on the NFT.Kred platform are not the direct or indirect proceeds of any criminal or fraudulent activity. Any violation of the foregoing may, in PeopleBrowsr’s sole discretion, result in termination of your NFT.Kred account and forfeit of your Kred NFTs without any refund or recourse by you.

#### **7.4 Trading and Surrendering Kred NFTs**

##### **7.4.1 Trading Kred NFTs**

Owners and holders of Kred NFTs are able to trade Kred NFTs, whether as a sale, purchase, or gift, with other members of the NFT.Kred community. You acknowledge that your decision to enter into any trade of Kred NFTs is at your sole discretion and your own risk. PeopleBrowsr only provides the Platform for users to exchange Kred NFTs, either for fiat currency, cryptocurrency, or other Kred NFTs. Any exchange activity, including the transfer of Kred NFTs, or currency, will take place directly between users in a peer to peer transaction. PeopleBrowsr does not guarantee that a trade will be satisfactory or that trades will be a fair exchange of value between the parties to that trade. PeopleBrowsr reserves the right to determine in its sole discretion, with or without notice to users or trading partners, that any proposed or completed transaction regarding Kred NFTs violates these Terms. Non-tradable items cannot be traded under any circumstances.

## **7.5 Account Creation and Identification**

PeopleBrowsr (or its third party service) verifies the identity of users by name, email, telephone number, and social network synch upon account creation. In certain instances, PeopleBrowsr (or its third party service), may require additional information and documents at the request of legal or regulatory authority or to comply with applicable laws or regulations, including anti-money laundering laws. If a member does not pass the required identity verifications, users may have limited functionality with their Kred NFTs and, in such a situation, the user will have no refund or recourse against PeopleBrowsr. PeopleBrowsr may at any time change its registration and verification requirements in order to comply with its obligations under the applicable laws and regulations. We reserve the right to restrict a user's functionality, solely in order to allow us to comply with our obligations under various laws and regulations..

## **7.6 Security**

Each user of the NFT.Kred platform is responsible for implementing reasonable measures for securing its wallet, vault, or other storage mechanism used to purchase, capture or collect the Kred NFTs on the NFT.Kred platform, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Kred NFTs, and PeopleBrowsr is not and shall not be responsible for any such loss.

## **7.7 Representations and Warranties**

By minting, purchasing, selling or reselling, gifting, trading, or collecting Kred NFTs (as applicable) and by using the NFT.Kred platform, you represent and warrant that:

1. You have read and understand these Terms;
2. You have sufficient understanding of and experience with cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to understand the risks and implications of minting, purchasing, selling or reselling, gifting, trading, or collecting the Kred NFTs using either fiat currency (USD) or cryptocurrency (BTC, ETH, or DOGE);
3. You have obtained sufficient information about PeopleBrowsr, NFT.Kred, Kred NFTs to make an informed decision to mint, purchase, sell or resell, gift, trade, or collect Kred NFTs as the case may be;
4. You are not minting, purchasing, selling or reselling, gifting, trading, or collecting Kred NFTs (as applicable) for any uses or purposes not in accordance with these Terms ;
5. Your minting, purchasing, selling or reselling, gifting, trading, or collecting of Kred NFTs (as applicable) complies with applicable laws and regulations in your jurisdiction, including, but not limited to,
  - a. Legal capacity and any other threshold requirements in your jurisdiction for use and payment of fiat currency (USD) or cryptocurrency (BTC, ETH, or DOGE) and entering into contracts with PeopleBrowsr and NFT.Kred users,
  - b. Any foreign exchange or regulatory restrictions applicable to such use, and

- c. Any governmental or other consents that may need to be obtained;
6. You will comply with any applicable tax obligations in your jurisdiction arising from your minting, purchasing, selling or reselling, gifting, trading, or collecting of Kred NFTs, if and as required;
7. You understand that blockchain technology is still in its infancy and may result in unforeseen problems, including the total loss of Kred NFTs; and
8. If minting, purchasing, selling or reselling, gifting, trading, or collecting of Kred NFTs (as applicable) on behalf of any individual or entity, you are duly authorized to accept these Terms on such individual's or entity's behalf and bind such individual or entity such that the individual or entity will be responsible for breach of these Terms by you or such individual or any other employee or agent of such entity.

## **7.8 Disclaimers and Risks**

### **7.8.1 Risks Associated with Decentralized Blockchain Networks**

The NFT.Kred platform is a decentralized application built on the Stellar and Ethereum Blockchain networks over which PeopleBrowsr does not have control. Thus, neither the NFT.Kred platform nor PeopleBrowsr guarantees any minting, purchase, sale or resale, gift, trade, collection, or delivery of Kred NFTs (as applicable) and the PeopleBrowsr shall not be responsible for any faulty transactions that occur through the NFT.Kred platform.

The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Kred NFT, which may also be subject to significant price volatility. We cannot guarantee that any users or purchasers of Kred NFT will not lose money

### **7.8.2 Use Application at Your Own Risk**

PeopleBrowsr expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from reliance on any information contained in the NFT.Kred white paper (available at [www.NFT.Kred/whitepaper](http://www.NFT.Kred/whitepaper)); any error, omission or inaccuracy in any such information; any action resulting therefrom; or the minting, purchasing, selling or reselling, trading, gifting, or collecting of Kred NFTs.

### **7.8.3 Non-Financial Nature of Kred NFTs**

Kred NFTs are digital assets and are not intended to be a digital security, commodity or financial instrument. No promises of future performance or value are or will be made in respect to Kred NFTs, including no promise of inherent value, no promise of continuing payments, and no guarantee that any Kred NFT will hold any particular value. Users mint, purchase, sell, resell, trade, gift, or collect Kred NFTs on the NFT.Kred platform for each user's personal entertainment, play, or leisure. Kred NFTs do not confer any ownership rights, voting rights, proprietary rights, rights on liquidation, profit-sharing rights, or any other rights in PeopleBrowsr or the provision of PeopleBrowsr Services.

## **8. .KRED Domain Tokens**

The .KRED domain name addresses both web pages (DNS) and wallets (ENS). It is therefore "informational" by resolving to websites and other services and "transactional" as it can be used for financial and other transactions of digital assets. Users of .KRED Domain Tokens will be able to use the .KRED name and transfer them in the ENS via an Ethereum ERC721 Token.

The main features of the .KRED Domain Tokens are:

- The Ethereum ERC721 Token syncs both the DNS and ENS entries.

- Easy Transfer - Manage the .KRED domain name by NFT means that transfer can take place by simply passing the Token to a new owners digital wallet.
- Ongoing Royalties are provided to the first owner of a .KRED Domain Token to manage a .KRED domain name (for transfer made on partner sites).

### **8.1 Right to Use**

When you start the registration process of a .KRED second level domain name at <https://www.domains.kred/>, the domain name is created and the registry operator KredTLD Pty Ltd becomes the registered name holder. You obtain the right to use and manage the domain name as a member of the .KRED community according to these Terms.

### **8.2 Registration data / Whois**

For .KRED domain names, your registration data will not be entered into the Whois database, but the registry operator will be the registered domain holder. With .KRED, your right to use is documented in the blockchain via an Ethereum ERC721 Token (“.KRED Domain Token”).

### **8.3 Registration / Third Parties’ Rights / License**

You will make sure that any domain name registration you initiate or any use thereof will not infringe upon third parties’ rights.

For such domain registration, You give us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to register your trademark or other intellectual property as domain name. Should you transfer the right to use the domain name to third party via the .KRED Domain Token, you grant such license to the transferee. In case of an alleged unlawful use of the domain name, you undertake to take action against the respective holder of the .KRED Domain Token and not against us.

### **8.4 Transfers**

You may transfer your right to use a .KRED domain name via the associated .KRED Domain Token without our prior approval. You undertake to make these Terms available to the transferee and only transfer the right to use if the transferee has accepted them and thereby becomes a member of the .KRED community. You undertake to evidence this acceptance to us upon request.

Upon the transfer, we will send these Terms to the transferee’s wallet via a notification NFT and the use of the .KRED domain name is subject to accepting them. The transferee undertakes to identify him- or herself to us with a valid email address within 7 days of the transfer. Where the identification of the transferee fails, we reserve the right to suspend or terminate the use of the .KRED domain name.

We reserve the right to publish information on transfers in our newsfeed.

### **8.5 Disputes**

We are subject to ICANN’s Rights Protection Mechanisms and Dispute Resolution Policies and will implement decisions made based on applicable policies (see <https://www.icann.org/resources/pages/dndr-2012-02-25-en>, <https://www.icann.org/resources/pages/rpm-drp-2017-10-04-en>).

Notwithstanding section 1.10 of these Terms, we reserve the right to immediately suspend the use of a .KRED domain name via the DNS and / or the ENS temporarily or permanently or cancel a domain registration in case third party claims are raised against you or us. As a precondition to defending a case, we might ask you for a financial

security to cover our risk. Unless immediate action is required, we will share information on an alleged breach of our Terms with you and request you to respond within 48 hours and, where appropriate, take remedial action. Should you fail to respond in time or sufficiently, we reserve the right to take action as described in these Terms. Please note that a given .KRED domain name can be made available to a third party to use immediately after the termination of service with you.

## **8.6 Notifications**

We will notify you via email, telephone, in your app's newsfeed or via a notification dropped in your digital wallet. If we receive communication from a third party who wishes to establish contact with the user of a .KRED domain name, we reserve the right to publish a note at [URL] in the transaction feed consisting of both the .KRED domain name and the Ethereum ID asking you to get in touch with us so we can share the communication with you. The communication itself will not be published.

## **8.6 Fees / Royalties**

We charge fees annually for .KRED Domain Tokens, but pre-payments up to a 10 year period are possible. Where an NFT Domain Name Token is purchased and invoiced via a reseller, we will not invoice you. You may cancel the service or transfer the .KRED Domain Token at any time, but we don't offer refunds in such cases.

Failure to pay invoices may result in the immediate suspension of the DNS and ENS and to the termination of the service with you.

As the original owner of a .KRED Domain Token, you will earn royalties on future transfers of the related token.

The process is as follows:

- You start the registration process for a .KRED domain name and pay the fee.
- You sell the .KRED Domain Token to a new owner. In this case you receive the full payment amount (less processing fees).
- The new owner lists the .KRED Domain Token for sale on NFT.Kred or OpenSea. For this sale, and all future sales, you will earn a 2% royalty of the purchase price.

The sale platforms automatically split the purchase price into a payment, delivered to the current owner of the .KRED Domain Token, and a processing fee. The processing fee is then divided into a fee to pay for registry costs, and the 2% royalty.

Royalties are delivered to the registered Ethereum wallet for the original owner of the .KRED Domain Token.

Since .KRED Domain Tokens are Ethereum tokens, it is possible for the current owner of a token to transfer it directly to another wallet outside of the NFT.Kred or OpenSea sale process. In this case no fee is collected for the transfer and thus no royalty is paid. But when the token is later sold on NFT.Kred or OpenSea (or another partner site), regardless of how many other transfers might take place, the royalty will again be paid.

The regular fees paid for the .KRED Domain Tokens are not subject to royalties.