

ASX MVA NFT

TERMS AND CONDITIONS OF USE

Last updated April 2025

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT AFFECTS YOUR RIGHTS.

These Terms and Conditions of Use (the "**Terms**") are entered into between you (hereinafter referred to as "**Purchaser**" or "**You**") and ASX Limited, a company incorporated in the British Virgin Islands with company number 2137221 (hereinafter referred to as "**Company**") which constitutes a binding legal agreement between You and the Company (together, the "**Parties**" and each individual, a "**Party**"). These Terms contain the terms that govern Your purchase of the ASX MVA NFT (hereinafter referred to as "**Tokens**"). You agree that, in purchasing Tokens, you have read, understood, and agree to be bound by, these Terms.

The Tokens are not intended to constitute a security of any kind, and they do not represent any right to vote, manage, or share in the profits or proceeds of any entity. The Tokens do not represent ownership of any physical asset, and they will not be redeemable. You should not purchase Tokens with an expectation of any profit, dividend, capital gain, financial yield or any other return, payment, or income of any kind.

These Terms do not, and are not intended to, constitute a prospectus, profile statement, or offering document of any kind, and should not be construed as an offer of securities or any form of debentures or any other form of investment, or a solicitation for any form of investment in a jurisdiction (including, the British Virgin Islands).

Purchasing Tokens carries substantial risk that could lead to a loss, including a total loss, of the value or utility of the Tokens (for more details, see Section 5 "Risk Factors" below). The information in these Terms does not necessarily identify, or purport to identify, all the risk factors associated with acquiring and holding Tokens. You must make your own independent assessment, after making such investigations as you consider necessary, of the merits of acquiring Tokens. You should consult and rely upon your accounting, legal and tax representatives and advisers in order to evaluate the economic, legal and tax consequences of purchasing Tokens.

These Terms are based on the law and practice in force in the British Virgin Islands at the relevant time and are subject to changes therein. In the event of any dispute between the Company and a Purchaser, such dispute shall be determined pursuant to the arbitration provisions detailed in Section 15 "Dispute Resolutions".

The Company reserves the right, in its sole discretion, to make changes or modifications to these Terms from time to time. The Company will alert you about any changes by updating the 'Last update' date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your purchase or continued holding of Tokens after the date such revised Terms are posted.

1. ELIGIBILITY

To be eligible to acquire and hold Tokens, you must comply with all of the following requirements:

- You must be at least 18 years old;
- You must have the right, authority and capacity to enter into these Terms and to abide by all the terms and conditions of these Terms;

- If You are acquiring the Tokens on behalf of a corporation, governmental organization or other legal entity, You must have the right, power and authority to enter into these Terms on behalf of such corporation, governmental organization or other legal entity and bind them to these Terms;
- You must not be prohibited from acquiring and holding Tokens pursuant to the laws of the country in which You reside or are located;
- You must not be a Restricted Person or owned or controlled by a Restricted Person and You must not be a citizen, resident (tax or otherwise), or green card holder of, or located in any Restricted Territory.
 - “Restricted Territory” means and includes: (a) the jurisdictions specified by the Financial Action Task Force as Jurisdictions under Increased Monitoring and/or High-Risk Jurisdictions, as they may change from time to time; (b) the United States of America (and its territories, including Puerto Rico), British Virgin Islands, Canada, Gibraltar, Israel, Iran, North Korea, Sudan, Syria, Lebanon, Russia, and the Crimea, Donetsk or Luhansk regions of Ukraine; and (c) any other jurisdiction that prohibits or requires any supervision, oversight, licensing, regulatory compliance, legal compliance and/or prior approval from any regulatory (or similar) authority or body or from any monetary or securities body.
 - “Restricted Persons” refers to any individual, natural person, firm, company, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body, association or partnership (whether or not having a separate legal personality) that is (a) established and/or lawfully existing under the laws of a Restricted Territory; (b) a citizen, resident (tax or otherwise), green card holder, or located in other jurisdictions that are included from time to time in international lists of countries at risk of money laundering; (c) listed under any sanction list administered by the United States of America, the United Nations Security Council, the European Union, the United Kingdom or the respective governmental institutions of any of the foregoing; and (d) a politically exposed person; and
- You must not use virtual private network software or any other privacy or anonymization tools or techniques in order to circumvent these Terms, especially those provisions which restrict the geographical availability of the Tokens.

2. TOKEN SALE AND PURCHASE

Tokens shall be issued by, and purchased from, the Company on and subject to these Terms.

The Company will deliver the Tokens to the Purchaser as soon as a purchase is made on the launch platform. Notwithstanding the above, the Company reserves the right to refuse or cancel any request(s) to purchase any Token, or any part thereof, at any time in the Company's sole and absolute discretion and without reason, including, without limitation:

- in connection with any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Company (for more details, see Section 4, "Customer Identification Checks");
- in connection with a change of business or development plan of the Company; and
- in connection with an adverse change of the regulatory environment.

The Company reserves the right to require the Purchaser to provide the Company with the Purchaser's personal details (including without limitation full legal name, wallet address and details of the digital wallet from which the Purchaser has sent the payment or to which the Tokens will be delivered), and it is the Purchaser's responsibility to provide correct details. Failure to provide this information will prevent the Company from allocating the Tokens to the Purchaser's digital wallet.

3. RIGHTS OF TOKEN HOLDERS

The Tokens do not represent any right to vote, manage, or share in the profits or proceeds of the Company, or any other entity. The Tokens do not represent ownership of any physical asset, and they will not be redeemable.

No language in these Terms should be understood, deemed, interpreted or construed, under the laws of any applicable jurisdiction, to equate the Tokens to any kind of:

- money, legal tender or currency (whether fiat or otherwise);
- equity or proprietary interest in any entity, scheme, or venture;
- investment in any entity, common enterprise, scheme, or venture, taking any form, whether equity, debt, or as a commodity (or any combination thereof, whether to be delivered in the future or otherwise);
- instrument, entity, scheme, or venture that participates or receives any dividend, payment, profit, income, distribution or other economic returns;
- security, futures contract, derivative, deposit, negotiable instrument (including commercial paper), investment contract or collective investment scheme between the holder and any other person or entity; or
- asset or commodity (whether to be delivered in the future or otherwise), including any asset or commodity that any person or entity is obliged to repurchase or redeem.

4. CUSTOMER IDENTIFICATION CHECKS

In order to be eligible to participate in purchasing and holding Tokens, You may be required to provide all personal information as required by the Company or its agents, as part of its Know Your Customer (“KYC”) process. The Company may choose to nominate third party service providers to collect and verify KYC information on its behalf, who may also require You to accept their terms and conditions or privacy policy agreements. Collected information may include a current passport and up-to-date driver’s license, utility bill, government identification cards, or sworn statements (“KYC Information”). You consent to the Company or its nominee keeping and using such KYC Information in accordance with applicable data protection laws.

The Company shall not be required to notify the Purchaser of the outcome of any of the Company's customer identification, due diligence and/or anti-money laundering due diligence checks, or in any case provide reasons for unsatisfactory results of checks. In the event that the Company refuses or cancels any request(s) to purchase Tokens, the purchase price paid by the Purchaser shall be rejected or refunded (as applicable) in accordance with the Company's internal policies and procedures, which shall be less: (i) amounts required to be confiscated by applicable laws; and (ii) blockchain network fees and the Company's administrative fees for processing such transfer (not exceeding 5% of the refund amount).

5. ASSUMPTION OF RISKS

The Purchaser acknowledges and agrees that there are risks associated with purchasing and holding the Tokens. By purchasing the Tokens, the Purchaser expressly acknowledges, accepts and assumes these risks, including, but not limited to, the following:

- Regulation of cryptocurrencies and blockchain technologies, which include the Tokens, and of transactions such as the issuance of the Tokens, lack uniformity and are unsettled in many jurisdictions. These regulations are evolving rapidly, are subject to significant variation among

international jurisdictions and are generally subject to significant uncertainty. There is no guarantee that the Tokens will not suffer as a result of new laws or regulations or by the new enforcement or interpretation of current laws or regulations.

- Cryptography is constantly evolving and current systems cannot guarantee absolute security going forward. Advances in cryptographic methods or algorithms, or with technology, such as with quantum computing, could present risks to all cryptography-based systems, including the Tokens. These advances could result in the theft, loss, disappearance, destruction, or devaluation of the Tokens. There can be no guarantee that the value or security of the Tokens will not be destroyed or negatively impacted by the future developments in the field of cryptography.
- The Tokens stored in a digital wallet are accessible by a private key, which is a unique string of text. The loss or destruction of a digital wallet's private key may render the Tokens on such wallet inaccessible. Further, if a private key is learned or copied by another person, that person will be able to steal the Tokens (and any other cryptocurrency or tokens) stored on the digital wallet. Purchasers are required to safeguard the private keys of their digital wallets. Neither the Company nor the Company Parties will be liable for any losses due to any situation in which a Token is lost, divulged, destroyed, or otherwise compromised.
- The Company may collect and retain personal information from Purchasers. The collection and retention of such information is subject to applicable laws and regulations. Further, databases holding such information are vulnerable to breaches and other forms of unauthorized access. The Company Parties may be required to expend significant financial resources to alleviate problems caused by any breaches or losses, settle fines, and resolve inquiries from regulatory or government authorities. Any information breaches or losses will also damage the Company's reputation.
- The taxation of cryptographic and utility tokens is an evolving area of law and often varies widely between jurisdictions. Purchasing, holding and selling Tokens may have tax reporting implications and may create liabilities for Purchasers, depending on their tax jurisdiction and situation. Purchasers are urged to consult their tax advisors prior to purchasing Tokens. The Company expressly disclaims responsibility and liability for the tax treatment and tax obligations arising from its purchase and use of Tokens.
- These Terms are subject to revision by the Company from time to time, and there is no guarantee that such terms will be acceptable to you.

You should peruse, comprehend, and consider carefully the risks described above, in addition to the other information stated in these Terms, before deciding whether to purchase Tokens. Such decision must be made with a full awareness of the risks involved, which include the risk of a total loss of the Tokens, or a total loss of the utility or value of the Tokens.

6. SECURITY

Your Security: You are responsible for implementing reasonable measures for securing the blockchain wallet, vault or other storage mechanisms You use to receive and hold the Tokens You purchase from the Company, 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 Tokens. The Company is not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant address or your Token and (iii) your username, password and any other login or identifying credentials.

Your Information: The Company may use aggregate statistical information about your activity, including your activity on the Company site, wallet address and logins to various websites, for marketing or any other purpose at the Company's sole discretion. The Company may use your internet protocol address, and wallet address to verify your purchasing of Tokens. However, the Company will

not release your personally-identifying information to any third party without your consent, unless required or permitted by law or as set forth in these Terms (for more details, see Section 7 "Data Protection").

7. DATA PROTECTION

The Company may determine, in its sole and absolute discretion, that it is necessary to obtain certain information, including but not limited to, personal information on the Purchaser and/or individual connected with the Purchaser (as applicable), in order to comply with applicable laws or regulations in connection with the sale of the Tokens. The Purchaser agrees to provide the Company with all information, including personal information (which constitutes personal data ("**Purchaser Data**") within the meaning of the British Virgin Islands Data Protection Act, 2021 (the "**DPA**")), forthwith upon request and acknowledges and accepts that the Company may refuse to sell or transfer Tokens to the Purchaser until such requests are satisfied. Purchaser Data includes, without limitation, the following information relating to the Purchaser and/or any individuals connected to the Purchaser: (a) name; (b) residential address; (c) email address; (d) contact details; (d) corporate contact information; (f) signature; (g) nationality; (h) place of birth; (i) date of birth; (j) tax identification; (k) credit history; (l) correspondence records; (m) passport number; (n) bank account details and (o) source of funds details.

In the Company's use of Purchaser Data, the Company will be characterized as a "data controller" for the purposes of the DPA and the Company's affiliates and delegates may act as "data processors" for the purposes of the DPA.

The Company may provide Purchaser Data to its affiliates and to firms (which may include certain entities located outside of the British Virgin Islands or the European Economic Area), as necessary. In certain circumstances, the Company and/or our authorized affiliates or delegates may be legally obliged to share Purchaser Data with the relevant regulatory authorities such as the British Virgin Islands Financial Services Commission and/or the International Tax Authorities. Such authorities, in turn, may exchange this information with foreign authorities, including tax authorities.

The Company will collect, use, process and disclose the Purchaser Data for discharging its legal duties and responsibilities, administration, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes (collectively, the "**Purpose**"). The Company may disclose the Purchaser's Data to its service providers, agents, relevant custodians or similar third parties for these Purposes. The Company shall keep the Purchaser's information for such period as required under applicable law. To protect the Purchaser's Data, the Company uses security measures that comply with the DPA, including, computer safeguards and secured files and buildings designed to protect against unauthorised or unlawful processing of Purchaser Data, and against accidental loss or destruction of, or damage to, Purchaser Data.

The Purchaser hereby irrevocably and unconditionally consents to the Company transferring the Purchaser Data to a group entity or third party service provider for processing and to recipients in countries which may not provide the same level of data protection as the Purchaser's jurisdiction if necessary.

The Purchaser may withdraw its consent to any or all use of its Purchaser Data by contacting the Company at any time (for contact details, see Section 16 "Contact Us").

8. **TAXES**

You are solely responsible for determining what, if any, taxes apply to the purchasing of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of Tokens. You agree not to hold the Company or any Company Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens.

9. **LIMITATION OF LIABILITY**

The Parties' entire liability resulting from the other Party's failure to perform any of its obligations under these Terms shall be the Parties' actual, direct damages as might be provable in a court of law. In particular, the Purchaser is responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism used by the Purchaser to receive and hold the Tokens, including any requisite key(s) or other credentials necessary to access such storage mechanism(s). If such key(s) or other access credentials are lost, the Purchaser may lose access to its Tokens. The Company is not responsible for any security measures relating to the Purchaser's receipt, possession, storage, transfer or potential future use of the Tokens, nor is the Company under any obligation to recover any Token and the Company hereby excludes (to the fullest extent permitted under applicable laws) any and all liability for any security breaches or other acts or omissions which result in the Purchaser's loss of (including any loss of access to) the Tokens.

Neither Party shall be liable to the other Party for any incidental, indirect or consequential damages such as, but not limited to, compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated fees on sales or anticipated sales, or expenditures, investments or commitments made in connection with these Terms or in connection with the performance of obligations hereunder.

10. **INDEMNIFICATION**

To the fullest extent permitted by applicable law, You will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by Company Parties or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively referred to as "**Claims**") arising from or relating to (i) your acquisition or holding of Tokens, (ii) the performance or non-performance of your responsibilities or obligations under these Terms, (iii) your breach or violation of these Terms, (iv) any inaccuracy in any representation or warranty made by You, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Parties under applicable law.

The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification this Clause 10. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between You and the Company.

11. REPRESENTATIONS AND WARRANTIES

The Company

The Company represents and warrants that:

- it is in good standing and validly existing under the laws of the British Virgin Islands;
- it will comply with anti-corruption, anti-bribery, anti-money laundering and payment services rules, laws and regulations applicable to its activities;
- it has the full right, power, legal capacity and authority to perform its obligations under these Terms;
- the performance of its obligations herein do not breach any mandatory requirement of the applicable legislation or any contract to which it is subject; and
- these Terms will constitute legal, valid and binding obligations of the Company under its governing law, enforceable against the Company in accordance with its terms.

The Purchaser

You represent and warrant that:

- You are not a Restricted Person;
- You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as blockchain wallets), the Token, and distributed ledger technology to understand these Terms and to appreciate the risks and implications of receiving the Token;
- You have read and understand these Terms;
- You have had the opportunity to ask questions about the Company and the Token. All your questions have been answered to your satisfaction;
- You have obtained sufficient information about the Token to make an informed decision to purchase the Token;
- You understand that the Token confers no other rights of any form with respect to the Company, including but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- You understand that the Token confers no rights nor implied license to use any intellectual property of Company other than as necessary to identify the Token owned by You;
- You understand that the Token does not include any associated unique digital asset and does not confer any rights to any unique digital asset;
- You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, receiving, redemption, sale, or transfer of the Token;
- You agree to promptly provide to the Company, its representative, or its nominee, upon request, proof of identity, KYC Information, and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering and counter-terrorist financing legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance;

- Any information You have provided to the Company is true and accurate and You acknowledge that the Company has relied on such information to verify your identity, eligibility to purchase the Token, and the completion of payment for the purchase. Such information may include your personal information such as name, address, email address, nationality, KYC Information as listed in Clause 4 above, or transaction information such as transaction hash;
- The funds You use to purchase the Token, whether fiat currencies, cryptocurrencies, digital tokens or otherwise are legally and legitimately acquired by You and shall not violate any applicable laws, including without limitation sanction laws, anti-money laundering laws, and anti-corruption laws;
- You understand that once You purchase the Token, the Company has no obligation to fulfil or meet your request for any refund of the purchase price paid or transferred for the purchase under any circumstance;
- You have the legal capacity and authority to accept and be bound by these Terms;
- If You are a natural person, You are of legal age in your country of residence and if You are a juristic person or acting on behalf of a juristic person, You or the juristic person You are representing is an entity duly organized and validly existing under the laws of the jurisdiction of formation, and that by accepting these Terms, You have obtained all requisite corporate actions, and no other corporate actions are necessary;
- You understand with regard to the Token, that the Company makes no guarantees that You will be able to resell the Token, or as to its future value, and that no market liquidity may be guaranteed and that the value of the Token over time may experience extreme volatility or depreciate in full;
- You understand that You bear the sole responsibility to determine whether your ownership or use of the Token, the potential appreciation or depreciation in the value of the Token over time, the sale and purchase of the Token and/or any other action or transaction related to the Company may have tax implications; further, by obtaining, holding or using the Token, and to the extent permitted by law, You agree not to hold any third party (e.g., developers, auditors, contractors, or founders) liable for any tax liability associated with or arising from the ownership or use of the Token or any other action or transaction related to the platform;
- You understand that the purchasing of Token does not involve the receiving of shares or any instruments of a similar nature in any existing or future public or private company, corporation or other entity in any jurisdiction;
- You own blockchain wallet(s) You present to the Company to receive the transfer of the Token(s) from the purchase; and
- You agree not to allow anyone to use your blockchain wallet or share your credentials with any other person for the purpose of facilitating their unauthorized access to the purchasing of Token. If You do share your credentials with anyone, the Company will consider the activities to have been authorized by You. You alone are responsible for any acts or omissions that occur during the purchasing of Tokens through the use of your credentials. The Company reserves the right to suspend or block your access to the Tokens upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your credentials.

You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that You will immediately notify the Company. You further acknowledge and undertake that You shall provide the Company with such information as the Company may deem necessary or appropriate in order to maintain compliance with all applicable laws including.

12. TERM

These Terms shall remain in full force and effect for so long as you hold any Tokens.

13. DISCLAIMER

To the fullest extent permitted by applicable law and except as otherwise specified in a writing by the Company, the Tokens are made available on an “AS IS” and “AS AVAILABLE” basis without any warranties or representations of any kind, and the Company expressly disclaims all warranties and representations relating to the Tokens (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise.

The Company makes no representation or warranty that the Tokens are reliable, current, error-free, or defect-free, meet your requirements, or that any defects will be corrected and the Company cannot and does not represent or warrant that the Tokens or the delivery mechanism for Tokens are free of viruses or other harmful components.

No regulation authority has examined or approved any of the information set forth in these Terms or any related documentation or communication by the Company. No such action has been or will be taken under the laws, regulatory requirements, or rules of any jurisdiction.

Neither these Terms nor any related documentation or communication by the Company constitutes a prospectus or offering document and is neither an offer to sell nor the solicitation of an offer to buy any investment, security, collective investment scheme, capital market product, or financial instrument in any jurisdiction.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

14. MISCELLANEOUS

Nothing contained in this Terms shall be construed as creating any partnership, employer-employee relationship or joint venture between the Parties. Neither party shall be authorized to act as an agent for the other, nor shall either Party enter into any agreement or contract on behalf of the other as representative or agent unless otherwise expressly agreed in writing.

Should any provision of these Terms be unenforceable, invalid or prohibited by any applicable law, only such unenforceable, invalid or prohibited provision shall be ineffective to the extent of such unenforceability, invalidation or prohibition without affecting any other provision of these Terms.

Failure by either Party to enforce any of its rights in connection with these Terms, or to insist upon the strict performance of the terms of these Terms, shall not be construed as a waiver or a relinquishment of any such rights for future breach or enforcement thereof.

15. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the British Virgin Islands. Any dispute between the Parties arising out of or relating to these Terms that is not subject to arbitration in accordance with Section 16 or cannot be heard in small claims court will be resolved and filed only in the courts of the British Virgin Islands. In such case, You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

16. DISPUTE RESOLUTIONS

Informal Negotiations

To expedite resolutions and control the cost of any dispute, controversy, or claim related to these Terms (each a 'Dispute' and collectively, the 'Disputes') brought by either Party, the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other.

Binding Arbitrations

Any dispute, controversy, or claim arising out of, relating to, or in connection with these Terms, including any question regarding its existence, validity or termination, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the BVI International Arbitration Centre ("**BVI IAC**") in accordance with the BVI IAC Arbitration Rules. ("**BVI IAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause 16. The law of this arbitration clause shall be the laws of the British Virgin Islands. The place of the arbitration shall be in Tortola, British Virgin Islands. The number of arbitrators shall be three (3). The language to be used in the arbitral proceedings shall be English.

Class Action Waiver

Except as otherwise provided herein, to the fullest extent permitted by applicable law, the arbitrators may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both You and the Company specifically agree to do so in writing following initiation of the arbitration. Neither You, nor any other holder of the Token can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

17. CONTACT US

If You have any questions about these Terms or otherwise need to contact the Company for any reason, You can reach the Company at: info@asx.capital.