

# Terms of Service

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Welcome to LumiWave Platform(INNO and marketplace), owned and operated IPSHIELD LAB.

("we," "us" or "our") (<https://lumiwavelab.com>). THIS AGREEMENT GOVERNS YOUR ACCESSAND USE OF THE SERVICE.

THIS TERMS OF USE AGREEMENT ("AGREEMENT") IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ IT CAREFULLY.

This service also allows you to purchase Crypto Assets (as defined below) via auction ("Auction"). Detailed rules regarding the Auction process are available on this page, LumiWave Platform Guide. You may only participate in the Auction by linking your digital wallets on Meta Mask (<https://metamask.io/>) or LumiWave wallet. Meta Mask Wallet is an electronic wallet, which allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. On the service, you can log in to your Meta Mask Wallet to auction digital assets.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND EXECUTED BY META MASK WALLET, AND BY USING OUR SERVICES YOU AGREE TO BE BOUND BY THE APPLICABLE TERMS OF SERVICE AND PRIVACY POLICY. FOR META MASK WALLET, THOSE TERMS ARE AVAILABLE AT (<https://metamask.io/terms.html>) AND(<https://metamask.io/privacy.html>).

LumiWave IS A PLATFORM. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. LumiWave PLATFORM FACILITATES TRANSACTIONS BETWEEN THE BUYER

AND SELLER IN THE AUCTION BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OF CRYPTO ASSETS OR BETWEEN ANY USERS.

Since we have a growing number of services, we sometimes need to describe additional terms for specific services. Those additional terms and conditions, which are available with the relevant services, then become part of your agreement with us if you use those services.

IF THERE IS A DISPUTE BETWEEN IP SHIELD LAB AND THE USER, THE DISPUTE WILL BE ARBITRATED BY ARBITRATION, AND THE USER AGREES THAT THE USER MAY FILE A CLAIM WITH US AS AN INDIVIDUAL AND NOT AS A MEMBER OF THE GROUP. PLEASE READ SECTION 16 CAREFULLY.

BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, USING OUR SERVICES AND/OR PURCHASING CRYPTO ASSETS, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. If you do not agree to this Agreement, you may not access or use the Service or purchase the Crypto Assets.

LumiWave Platform reserves the right to change or modify this Agreement at anytime and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the "Last Updated" date at the beginning of this Agreement. By continuing to access or use the Service, you confirm your acceptance of the revised Agreement and all of the terms incorporated therein by reference. We encourage you to review the Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Agreement, you may not access or use the Service. You are solely responsible for what happens if you do not review these Terms.

## 1. Definitions

"Crypto Assets" refers to unique, non-fungible tokens implemented using smart contracts.

"You" refers to you, the user, who uses, visits, or participates in an auction of Crypto Assets from the service to make a successful bid.

"Contents" refers to the LumiWave PLATFORM logo and all design, text, graphics, photos, information, data, software, sound files, other files and the selection and arrangement, but not limited to them.

## 2. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and share personal information about you.

## 3. Account Registration and Communication Preferences

- a. If you wish to participate in an Auction for Crypto Assets, you will need to register for an account on the Service ("Account"). By creating an Account, you agree to (a) provide accurate, current and complete Account information about yourself, (b) maintain and promptly update from time to time as necessary your Account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your Account. Also, you agree that you will not:
  - a. buy, sell, rent or lease access to your Account or username unless you have our written permission first;
  - b. share your Account password with anyone;

- c. log in or try to log in to access the Service through unauthorized third party applications or clients.
- b. You fully agree that you are responsible for managing the transaction password of META MASK Wallet. The transaction password is a password for generating a blockchain transaction and is used for transferring CryptoAssets. Transaction passwords are not stored anywhere on the system and cannot be recovered if lost.
- c. IP SHIELD LAB may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. IP SHIELD LAB may also require you to provide additional information and documents in cases where it has reasons to believe that:
  - a. Your Account is being used for money laundering or for any other illegal activity;
  - b. You have concealed or reported false identification information and other details; or
  - c. Transactions effected via your Account were effected in breach of this Agreement.
- d. In the case of (i, ii, iii) above, IP SHIELD LAB in its sole discretion, may pause or cancel your Auction transactions until such additional information and documents are reviewed by LumiWave PLATFORM and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, LumiWave PLATFORM may refuse to provide the Content (defined in 4(a) below) to you. By creating an Account, you also consent to receive electronic communications from IP SHIELD LAB (e.g., via email or by posting notices to the Service). You agree that any notices, agreements, disclosures or other communications that we send

to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

- e. By submitting personal data through our Service or Services, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.
- f. You must provide all equipment and software necessary to connect to the Service and services, including but not limited to, a mobile device that is suitable to connect with and use Site and services, in cases where the Service offers a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Site or services.
- g. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by IP SHIELD LAB or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components. Such website may include license terms governing the use of such Crypto Asset. In the event you purchase such Crypto Asset through our service, you are required to comply with such terms.
- h. As stated above, your participation in the Auction is also subject to the rules available on this page, LumiWave Platform Guide.
- i. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Service ("Feedback"). You may

submit Feedback by emailing us at [contact@lumiwavelab.com](mailto:contact@lumiwavelab.com) or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

#### 4. Ownership

- a. Unless otherwise indicated in writing by us, content, services and all Crypto Assets are exclusive property of IP SHIELD LAB, our affiliates, licensors or users.
- b. Notwithstanding anything to the contrary in this Agreement, the Service and Content may include software components provided by IP SHIELD LAB or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
- c. The LumiWave PLATFORM logo and any LumiWave PLATFORM product or service names, logos or slogans that may appear on the Site or Service are trademarks of LumiWave PLATFORM or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site or Content. You may not use any metatags or other "hidden text" utilizing " LumiWave PLATFORM " or any other name, trademark or product or service name of LumiWave PLATFORM or our affiliates without our prior written permission. In addition, the look and feel of the Site and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of LumiWave PLATFORM and may not be copied, imitated or used, in whole or in part, without our prior written

permission. All other trademarks, registered trademarks, product names and LumiWave PLATFORM names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by LumiWave PLATFORM.

- d. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by IP SHIELD LAB or its licensors, except for the licenses and rights expressly granted in these Terms.

5. License to Access and Use Our Service and Content

- a. You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Service and Content; provided, however, that such license is subject to this Agreement and does not include any right to (a) sell, resell or use commercially the Service or Contents, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (f) use the Service or Content other than for their intended purposes.
- b. IP SHIELD LAB does not claim ownership of your User Materials or your Crypto Assets. The ownership of the Crypto Assets acquired through LumiWave PLATFORM belongs to the person who acquired it, and the responsibility for possession and management lies entirely with the person. When you upload content to the Service, including any Crypto

Assets, you are and remain the owner of your User Materials and your Crypto Assets.

- c. By sending, receiving, storing, or otherwise making available any User Materials and your Crypto Assets on, in or through the Service, you grant to LumiWave PLATFORM a non-exclusive, worldwide, royalty-free, license to such User Materials to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise distribute such User Materials solely for the purpose of providing and/or promoting the Service and, featuring your User Materials and your Crypto Assets within our Service and promoting it through our marketing ecosystem. To the extent applicable and permissible by law, you hereby waive any and all claims that you may now or hereafter have in any jurisdiction to so-called "moral rights" or right of "droit moral" with respect to any of your User Materials. You may request to remove your User Materials in accordance with our Privacy Policy, which is hereby incorporated by reference. The rights granted in this Section 5c will survive the termination or expiration of this Agreement.
- d. The service's Crypto Assets are limited digital creations. Unless otherwise stated by the original author, the purchaser of the Crypto Asset shall have only the ownership of the purchased NFT, and the copyright of the original work shall be held by the original author. Therefore, copying the winning NFT without permission, producing secondary works, and trading secondary works violates the copyright of the original author. You further agree that you are not receiving any copyright interest in the Crypto Asset. Any commercial exploitation of the Crypto Assets could subject You to claims of copyright infringement. If you sell a Crypto Asset through the Service, you agree that you will not have any claims against IP SHIELD LAB for any breach of Section 5d by a purchaser. If you purchase a Crypto Asset on

the Service, you hereby agree to hold IP SHIELD LAB and the seller of such Crypto Assets harmless from and against any and all violations or breaches of this Section 5d.

- e. We have the right to remove or refuse to post any User Materials, including Crypto Assets, ( i ) in our sole discretion; (ii) take any action with respect to any User Materials that we deem necessary or appropriate in our sole discretion, including if we believe that such User Materials violates the Terms of Use, infringes any intellectual property right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for LumiWave PLATFORM; (iii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (iv) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service; and ( v ) terminate or suspend your access to all or part of the Service, including without limitation, any violation of these Terms. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service.
- f. You understand and agree that we have the right to terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms.
- g. IP SHIELD LAB shall have the right, but not the obligation, to monitor the content of the offerings, to determine compliance with these Terms and any operating rules established by LumiWave PLATFORM and to satisfy any law, regulation or authorized government request. IP SHIELD LAB shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted through the Offerings.

Without limiting the foregoing, IP SHIELD LAB shall have the right to remove any material that IP SHIELD LAB, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

- h. However, we cannot undertake to review all User Materials before it is posted on the Service and cannot ensure prompt removal of objectionable User Material after it has been posted. Accordingly, we assume no liability for any action regarding transmissions, communications, or content provided by any user or third party.

#### 6. Third-Party Content Policy & Compliant Procedures

- a. Third-Party Content Policy. As a matter of policy, we do not allow the following user data at our discretion:

- (i) Intellectual Property Infringement User Materials

- (ii) User material in violation of Singapore law;

- (iii) child pornography

- (iv) User material that is obscene or defamatory;

We may, at our sole discretion, be racist, obscene, obscene, child pornography, or violent or otherwise objectionable that may be overly violent or otherwise objectionable. You can disable access or restricted access.

- b. Third-Party Content Complaints. If you believe that someone has posted User Materials that violates this policy (other than in cases of copyright infringement, which is addressed separately below), we ask you to promptly notify us by email at the following address: [contact@lumiwavelab.com].

In order to allow us to respond effectively, please provide us with as much detail as possible, including: (1) the nature of the right infringed or violated (including the registration numbers of any registered trademarks or patents allegedly infringed); (2) all facts which lead you to believe that a right has been violated or infringed; (3) the precise location where the offending User Materials can be found; (4) any grounds to believe that the person who posted the User Materials was not authorized to do so or did not have a valid defense (including the defense of fair use); and (5) if known, the identity of the person or persons who posted the infringing or offending User Materials.

By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury under the laws of Singapore.

We expect visitors to take responsibility for their own actions and cannot assume liability for any acts of third parties which take place on the LumiWave PLATFORM service. You waive any and all claims or remedies that you might otherwise be able to assert against us under any theory of law (including, without limitation, intellectual property laws) that arise out of or relate in any way to the User Materials at the service or our response, or failure to respond, to a complaint.

You agree that we have the right (but not the obligation) to investigate any complaint received. By reserving this right, we do not undertake any responsibility in fact to investigate complaints or to remove, disable or restrict access to or the availability of User Materials. We support free speech on the Internet and therefore will not act on complaints that we believe, in our subjective judgment, to be deficient. If you believe that User Materials remain on the site that violate your rights,

your sole remedy shall be against the person(s) responsible for posting or storing it, not against us.

## 7. Hyperlinks

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Site for noncommercial purposes, provided that such link does not portray IP SHIELD LAB or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of LumiWave PLATFORM to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any LumiWave PLATFORM trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.

## 8. Third Party Services

The Service 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 Service and are subject to the Agreement and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of IP SHIELD LAB. IP SHIELD LAB is not responsible for any Third-Party Websites or Third-Party Applications. LumiWave PLATFORM 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. When you leave our Service, our Agreement and policies no longer govern. You should review all applicable agreement 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.

#### 9. User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Service or participating in the Auction. You agree that you will abide by this Agreement and will not:

- a. Use the Crypto Assets in any way that is contrary to your grant of rights in the Crypto Asset;
- b. Provide false or misleading information to LumiWave PLATFORM;
- c. Use or attempt to use another user's Account without authorization from such user and LumiWave PLATFORM;
- d. Create or list counterfeit items; Pose as another person or create a misleading username;
- e. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- f. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;

- g. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Service;
- h. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- i. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- j. Use data collected from our Service to contact individuals, companies, or other persons or entities;
- k. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- l. Bypass or ignore instructions that control all automated access to the Service;
- m. Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates this Agreement.
- n. Manipulate the price of any item (e.g., Crypto Asset) in an Auction or interfere with any other user's Auction, listing, or profile;
- o. Engage in any coercive, deceptive, and/or manipulative behavior concerning an Auction, including using coercive, deceptive, and/or manipulative bidding tactics;
- p. Post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- q. Distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- r. Distribute viruses or any other technologies that may harm IP SHIELD LAB or the interests or property of users; Post any hateful content;

- s. Use our Services to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Service.
- t. Engage in wash trading or other deceptive or manipulative trading activities;
- u. Place misleading bids or offers;
- v. Spam listings for the purpose of causing a listing to appear at the top of the search results;
- w. Engage in behaviors that have the intention or the effect of artificially increasing view counts, favorites, volume, or other metrics that LumiWavePLATFORM might use to sort search results;
- x. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
- y. Use the Service from a country sanctioned by the government of Singapore; or
- z. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners rights to participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

We carefully consider the complete situation and all its details in light of our policies before deciding to remove inappropriate assets, listings, smart contracts, and collections when we discover them or they're brought to our attention.

Assets, listings, smart contracts, and collections that LumiWave PLATFORM deems inappropriate, disruptive, or illegal are prohibited on LumiWave PLATFORM. LumiWave PLATFORM reserves the rights to determine the appropriateness of listings on its site and remove any listing at any time. If you create or offer an asset, listing, smart contract, or collection in violation of these policies, we will take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting your LumiWave PLATFORM account, and permanently withholding referral payments and developer revenue sharing fees. LumiWave PLATFORM cannot destroy or impound your assets or smart contracts, but we reserve the right to destroy inappropriate metadata stored on our servers.

Assets, listings, smart contracts, and collections that include metadata that violates international or Singapore intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in Singapore are prohibited on LumiWave PLATFORM and will be removed.

Assets, listings, smart contracts, and collections created or used primarily or substantially for the purpose of raising funds for terrorist organizations are prohibited on LumiWave PLATFORM and will be removed.

The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on LumiWave PLATFORM is prohibited. If you have reason to believe that an asset listed on LumiWave PLATFORM was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being cancelled, your assets being hidden, or your account being suspended.

This service is intended for users over the age of 18, and users under the age of 18 cannot use this service. By using this service, the user confirms that he/she has the legal ability to agree to this agreement(Terms of Service).

If you become aware of the creation, listing, or buying of assets in violation of any of the terms specified in this section, you shall contact us [contact@lumiwavelab.com](mailto:contact@lumiwavelab.com) to report it. Creators bear special responsibility for informing IP SHIELD LAB of the existence of their collections, contracts, and assets that violate these terms.

#### 10. User Information and Copyright

The buyers (successful bidders) may be subject to civil and criminal penalties for unauthorized copying of the NFT, production of derivatives, or transactions of copies / derivative works. It is possible to trade with the direct transmission of this Crypto Asset.

You retain your rights to any User Information you submit, post, or display using the Services.

By submitting, posting or displaying User Information on or through the Services, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you submit or post on or through the Services or through tools or applications we provide for posting or sharing such content (collectively "User Information") for our lawful business purposes, including to provide, promote, and improve the Services.

IP SHIELD LAB does not claim that submitting, posting or displaying User Information on or through the Services gives LumiWave PLATFORM any ownership or resale rights in your User Information.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Information that you submit, post or display on or through the Services. You agree that such User Information will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant IP SHIELD LAB the license described above.

IP SHIELD LAB reserves the right to remove content without prior notice. IP SHIELD LAB will take down works in response to formal infringement claims and will terminate a user's access to the Services if the user is determined to be a repeat infringer.

If you believe that your content has been copied in a way that constitutes copyright infringement, please report this by contacting our designated copyright agent at: [contact@lumiwavelab.com](mailto:contact@lumiwavelab.com)

## 11. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless IP SHIELD LAB, and our 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 (individually and collectively, the " IP SHIELD LAB Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses

(including, without limitation, 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 known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, User Information or Crypto Assets, (b) any Feedback you provide, (c) your violation of this Agreement, and (d) your violation of the rights of a third party, including another user or Mata Mask Wallet. You agree to promptly notify LumiWave PLATFORM of any third party Claims and cooperate with the LumiWave PLATFORM Parties in defending such Claims. You further agree that the LumiWave PLATFORM Parties shall have control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND IP SHIELD LAB.

## 12. FEE AND PAYMENT

Any purchases (LumiWave play to earn game and related NFT products) from the site or marketplace will be done through smart contracts on a blockchain using a wallet like Metamask or LumiWave wallet. Any financial transactions that you engage in will be conducted solely through the Blockchain via a wallet such as MetaMask or LumiWave Wallet. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Site and/or the platform or using the Smart Contracts, or any other transactions that you conduct via the Ethereum or LumiWave network,

Ethereum requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction that occurs via the platform.

In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a transaction with another user via the platform, you authorize us to collect a commission of N%( volatility fee) of the total value of that transaction (each, a "Commission"). You acknowledge and agree that the Commission will be transferred directly to us through the LumiWave Network as a part of the transaction.

Except for income taxes levied on LumiWave platform, you: (i) will pay or reimburse us for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

### 13. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY IP SHIELD LAB, THE SERVICE, CONTENT CONTAINED THEREIN, AND CRYPTO ASSETS LISTED THERIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. IP SHIELD LAB (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. IP SHIELD LAB DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE, CONTENT CONTAINED THEREIN. IP SHIELD LAB DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE LumiWave PLATFORM ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, IP SHIELD LAB CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, ANY CRYPTO ASSETS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF CRYPTO ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR CRYPTO ASSETS.

CRYPTO ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN NETWORK PROVIDED BY OUR SERVICES. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM PROVIDED BY OUR SERVICE. WE DO NOT GUARANTEE THAT LumiWave PLATFORM OR ANY LumiWave PLATFORM PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY CRYPTO ASSETS.

IP SHIELD LAB is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the Crypto Assets. IP SHIELD LAB is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting Crypto Assets including forks, technical node issues or any other issues having fund losses as a result.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### 14. Assumption of Risk

You accept and acknowledge:

- a. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Crypto Assets, which may also be subject to significant price volatility.

We cannot guarantee that any purchasers of Crypto Assets will not lose money.

- b. You are solely responsible for your decision to deposit (transfer) your purchase price. The transfer of coins/tokens cannot be canceled after the transaction is distributed, so please decide carefully.
- c. You are solely responsible for determining what, if any, taxes apply to your Crypto Assets transactions. LumiWave PLATFORM is not responsible for determining the tax applicable to Crypto Asset transactions, and may incur additional taxes according to country-specific tax policies. You are solely responsible for all payments and liability resulting therefrom.
- d. Our Service does not store, send, or receive Crypto Assets. This is because Crypto Assets exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of Crypto Assets occurs within the supporting blockchain and not on this Service.
- e. There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that LumiWave PLATFORM will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Crypto Assets, however caused.
- f. Purchased Crypto Assets will be sent to your META MASK Wallet. Be careful about managing your META MASK Wallet login email account, login password, transaction password, etc.
- g. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of

those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of Crypto Assets.

- h. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Auction and/or Service and the utility of Crypto Assets.
- i. There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. LumiWave PLATFORM reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on LumiWave PLATFORM. Under no circumstances shall the inability to view your assets on LumiWave PLATFORM serve as grounds for a claim against LumiWave PLATFORM.

#### 15. Limitation of Liability;

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL IP SHIELD LAB BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SITE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF LumiWave PLATFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. ACCESS TO, AND USE OF, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF LumiWave PLATFORM FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A MEMBER OF IP SHIELD LAB'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF IP SHIELD LAB'S FRAUD OR FRAUDULENT MISREPRESENTATION.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

#### 16. Modifications to the Service

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) or suspend or discontinue the Auction at any time and without liability therefor.

#### 17. Dispute Resolution; Arbitration.

Dispute Resolution. Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with LumiWave PLATFORM and limits the manner in which you can seek relief from us.

- a. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with IP SHIELD LAB, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or IP SHIELD LAB may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- b. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent [contact@lumiwavelab.com]
- c. Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and IP SHIELD LAB. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a

written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- d. Waiver of Jury Trial. YOU AND LumiWave PLATFORM HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and IP SHIELD LAB are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16a above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the courts located in Singapore. All other claims shall be arbitrated.
- f. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending notice of your

decision to opt out to the following email address: [contact@lumiwavelab.com](mailto:contact@lumiwavelab.com), within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- g. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with IP SHIELD LAB.
- h. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if IP SHIELD LAB makes any future material change to this Arbitration Agreement, you may reject that change within thirty 30 days of such change becoming effective by emailing to LumiWave PLATFORM at the following address: [contact@lumiwavelab.com](mailto:contact@lumiwavelab.com)

#### 18. Governing Law and Venue

This Agreement, your access to and use of the Service and Content, and your participation in the Auction shall be governed by and construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles. Disputes between parties that are not subject to arbitration or cannot be heard in small claims court must be resolved in Singapore courts.

#### 19. Termination of Service

##### 1) Termination

If you do any of the actions in Section 9, we may terminate your right to access or use the Services in our sole discretion without prior notice.

If you no longer wish to use the Service, you can terminate this Service at any time according to the menu provided in the Service. Precaution

pop-up message(s) will be provided when you proceed the termination procedure. You are deemed to have acknowledged and accepted all terms and conditions of termination once you click the 'confirm' button on the bottom of the pop-up message(s). Upon completion of termination, your information will be removed from the Service. However, due to technological characteristics of Blockchain, data related to Blockchain cannot be deleted. The Company will take appropriate actions in accordance with applicable laws and regulations.

You indemnify us and we are not liable for any legal disputes unrelated to us arising out of your Section 9 conduct.]

## 2) Membership Withdrawal and Personal Information Protection

If you wish to terminate the Service, you may withdraw your membership in accordance with procedures set by the Company through membership withdrawal function.

- Upon withdrawal, you cannot log into LumiWave Service and use of theService is restricted.
- Upon withdrawal, all information related to LumiWave Service is deleted and cannot be recovered.
- LumiWave Token balance on your LumiWave Wallet must be empty. If you possess LumiWave Token in your LumiWave Wallet, withdrawal cannot be proceeded. Please transfer LumiWave Token to another wallet address.
- Upon withdrawal, any game token and NFT in possession are Burned and deleted.
- Withdrawal cannot be proceeded if you have any open orders, including, but not limited to buy, sell and liquidation, on the exchange within LumiWave Wallet. Please organize your open orders before proceeding withdrawal.
- Upon withdrawal, you cannot re-register with the same email address and SNS ID.

## 20. Severability

If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

## 21. Survival

The following sections will survive the expiration or termination of this Agreement and the termination of your Account: all defined terms and Sections 2, 4, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.

## 22. Miscellaneous

This Agreement along with the Auction Guide constitutes the entire agreement between you and IP SHIELD LAB relating to your access to and use of the Services and Content, and your participation in the Auction. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of IP SHIELD LAB prior, concurrent or subsequent circumstance, and LumiWave PLATFORM's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

END OF AGREEMENT

**Revision History**

Version	Target service	Notification Date	Enforcement Date
1.0.0	LumiWave PLATFORM	Aug 31, 2021	Aug 31, 2021
2.0.0	LumiWave / INNO PLATFORM	Apr 11, 2022	Apr 11, 2022