

BLOCKPUNK TERMS OF USE

1 APPLICATION OF TERMS

Welcome to BlockPunk. BlockPunk is a new way for creators to sell digital content to their fans and connect with their community.

- 1.1 **Acceptance:** These are the Terms on which BlockPunk offers you access to the BlockPunk Service, or Website. By signing up or otherwise using the Services, you accept these Terms. If you do not accept these Terms, you are not authorised to access and use the Service or to purchase the Items, and you must immediately refrain from doing so.
- 1.2 **Changes:** Occasionally we may, at our discretion, make changes to these Terms at any time by notifying you of the change by email, by posting a notice on the Website or by updating the 'Last Updated' date at clause 1.3. Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Service from the date on which the Terms are changed, you agree to be bound by the changed Terms. We may change, suspend, discontinue, or restrict access to, the Website or Service without notice or liability.
- 1.3 **These Terms were last updated on July 1st 2019**

2 INTERPRETATION

In these Terms:

BlockPunk, we, us or our means BlockPunk Pte Limited.

Content includes text, pictures, designs, graphics, logos (including the print or digital versions inclusive of any Items, or BlockPunk logos), icons, information, data, software, video files, sound files, other files and the selection and arrangement thereof.

Creator means the creator or licensor of the Item.

Data means all data, Content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service or Website.

Fees means the applicable fees set out on our pricing page on the Website at <https://faq.blockpunk.net/en/articles/2942145-how-do-i-get-paid> or as agreed otherwise in writing between you and us, as may be updated from time to time in accordance with clause 5.4.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity.

Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Item means the collectible video or artwork (whether digital or otherwise) attached to unique, non-fungible tokens implemented on a public blockchain such as the Ethereum Platform through the Website.

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

a *party* includes that party's permitted assigns.

Payment Provider means a third party listed on the Fees page who provides payment services to buyers and creators to enable them to buy or sell Items.

a *person* includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

Personal Information means information about an identifiable, living person.

Public Blockchain means an open-source, public, blockchain-based distributed computing platform and operating system featuring smart contract (scripting) functionality, such as the Ethereum platform.

Service means any one or more of the services offered by BlockPunk Pte Limited from time to time, including online sales, classifieds, advertising, messageboards, games, video streaming and any other service that BlockPunk may offer.

Terms means these terms titled BlockPunk Terms of Use.

Underlying Systems means the BlockPunk Software, IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third party solutions, systems and networks.

Users means a registered user of the Website.

Website means the internet site at <https://blockpunk.net/> or such other site notified to you by us.

You and Your mean you.

Words in the singular include the plural and vice versa.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

3 PROVISION OF THE SERVICE

- 3.1 **The Services:** BlockPunk provides a venue to enable Creators to offer their original Items for sale. Subject to clause 4.3b, BlockPunk does not take part in the sale of such Items, other than by providing the BlockPunk Website as marketplace for Creators and buyers. If a successful offer is made by a buyer, then a contract of sale will be formed between the Creator and the buyer directly. Except for the specific circumstances set out in clause 4.3b, we do not act as agent for either party, and do not participate in any sale or transaction between you and other Users.
- 3.2 **At your own risk:** All contact between Users and access to the Public Blockchain is conducted entirely at each User's own risk. You agree that BlockPunk takes no responsibility or liability for any misconduct of its Users, including Users that have registered under false pretences or who attempt to defraud you. BlockPunk gives no undertakings, representations or warranties in relation to the Item sold or listed on the Website, including any Item's ownership, the accuracy or truth of statements made by Users, or the ability of other Users to complete a sale.
- 3.3 **Breach:** Without limiting any other rights and remedies available to BlockPunk, BlockPunk may limit your activities on the Website, remove any Content you post, issue a warning to you, suspend or terminate your account, or refuse to provide Services to you if you breach these terms and conditions, in particular, your obligations under clause 4, or where BlockPunk considers it appropriate.
- 3.4 **Privacy:** BlockPunk collects, uses and discloses Personal Information about you as described in our Privacy Policy.

4 YOUR OBLIGATIONS

- 4.1 **Accounts:**
- a You may only register as a User if you can form a legally binding contract that is enforceable against you. You must be at least 18 years old. By opening an account and registering as a User, you warrant that you can form a legally binding contract.
 - b You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.
 - c If you are given a User ID, you must keep your User ID secure and:
 - i not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
 - ii immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by sending an email to hello@blockpunk.net.

- d You must:
 - i not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
 - ii unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
- e You must not register as multiple identities or personas or impersonate others. If you register multiple accounts, Blockpunk will terminate all of them.
- f BlockPunk reserves the right to decline to register or to terminate your account without entering into further discussions with you, for example if BlockPunk receives a serious complaint or multiple complaints about you from Users, if you breach these Terms, if you breach another's Intellectual Property Rights, or if we, at our sole discretion, deem your conduct to be unacceptable.
- g You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

4.2 **General Rules:**

- a You must refrain from violating any law, contract, Intellectual Property Right, or other third party rights.
- b All listings, offers and communications made through the Website or Services must be made in good faith, and you must not provide any false or misleading information to BlockPunk or its Users.
- c You must not damage, interfere with, disable, overburden, undermine or harm the Website, Services or Underlying Systems, or attempt to do so. You must not use, or misuse, the Services in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service;
- d You must neither use the Service in a manner, nor transmit, input or store any data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading.
- e Any reverse-engineering, attempting to discover source code or circumvent any content-filtering techniques is strictly prohibited.

- f You must not use any data collected from the Website for direct marketing, or to contact individuals.
- g You are responsible for any actions taken on your account. BlockPunk accounts cannot be transferred, sold, leased, lent or traded without BlockPunk's prior written consent.
- h Use of the Website or Services for any illegal or unauthorised purpose (including, but not limited to money laundering and financing terrorist activities), or engaging in, encouraging or promoting any activity that violates these Terms will result in User's accounts being disabled.

4.3 Listing and Auction Rules:

- a Prior to creating a listing or making an offer to purchase an Item, you must ensure you can make and receive payment via a Payment Provider.
- b From time to time, BlockPunk may sell Items on behalf of Creators or Intellectual Property Rights holders. Listings of this nature will be clearly marked.

4.4 Your obligations as a Creator:

- a If you post or publish Content on the Website, you represent that you own the Content. You agree to indemnify and hold BlockPunk harmless from any Loss arising out of or in connection to any Content that you display, publish, offer for sale or sell on the Website.
- b Blockpunk supports the protection of others' Intellectual Property Rights and asks Users to do the same. If we receive a notice of alleged copyright infringement, we may restrict or terminate your Website access or remove the allegedly infringing content from the Website.
- c You will only create listings that are accurate, current, complete, and include all relevant information. You will only place listings for Items that exist, are to be sold, and that you are legally entitled to sell.
- d All listings must comply with Singapore law. You must not list anything that is illegal, Objectionable, anything which infringes copyright or other Intellectual Property Rights, or any Item of which the sale is prohibited by, or violates any, law. You are responsible for ensuring that any listing by you does not breach this clause 4.4d. You agree that BlockPunk may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable Intellectual Property Right holders (or their representatives) if we consider that you are in breach of this clause 4.4d at any time.
- e You must sell to the buyer if the price is met.
- f If you list adult rated content, it must be clearly marked as R18.

- g Listings are reviewed by BlockPunk prior to publication on the Website, solely to determine if an Item is Objectionable or off-brand. BlockPunk reserves the right to reject any listing that it deems unsuitable or in breach of these Terms. BlockPunk does not review items for compliance with Intellectual Property Rights. BlockPunk is not responsible for and has no liability to you for Items that breach clause 4.4d.

4.5 **Your rights and obligations as a Buyer:**

- a Your offer to purchase an Item is not retractable. If you have been notified that your offer is accepted, you must complete the transaction in the manner specified. By making an offer, you warrant and represent that you have the legal right to enter into and complete the transaction.
- b You must make full and prompt payment for any Item that you buy.
- c The Creator (or its licensors) will continue to own any pre-existing Intellectual Property Rights in the Item after it is sold to the buyer. After successful payment for the item, buyers will become the legal owner of that instance of the Item (identified by its unique record on blockchain), and can hold, display or re-sell the Item through the Website.

5 FEES AND PAYMENT

5.1 **BlockPunk Fees:**

- a BlockPunk charges Fees for the use of its Website as a venue. Before listing a Item for sale, you should review BlockPunk's Fees to ensure you are aware of the Fees that you will incur. You must pay the Fees immediately on demand from BlockPunk.
- b BlockPunk's current Fees are listed on our *Fees page*.
- c You must pay the Fees on demand from BlockPunk.

5.2 **Payment Providers:**

- a You may only make an offer and make payment for a Item through using Payment Provider. When prospective buyers submit an order to purchase an Item, the order is passed to the Payment Provider to complete the transaction.
- b When you use a Payment Provider, you agree to their published privacy policies and terms and conditions, as amended by the Payment Provider from time to time.
- c We may add or remove Payment Providers from the Website by updating our Fees page at <https://faq.blockpunk.net/en/articles/2942145-how-do-i-get-paid>

- 5.3 **Tax:** The Fees exclude sales tax, which you must pay on taxable supplies. We will provide you with valid sales tax invoices upon request. You are solely responsible for determining what, if any, taxes apply to your transactions. BlockPunk is not responsible for determining the taxes that apply to the sale and purchase of the Items.

5.4 **Fee increases:** We may increase the Fees by giving at least 30 days' notice.

6 INTELLECTUAL PROPERTY

6.1 **Intellectual Property Rights:** We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel), and the Underlying Systems. You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.

6.2 **Licence:** You grant to BlockPunk a non-exclusive, perpetual license to use your Content to promote the Services.

7 DISCLAIMER

7.1 **Disclaimer:** You expressly understand and agree that:

- a To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
 - i the Website or any Payment Provider being unavailable (in whole or in part) or performing slowly for example due to Internet or public blockchain traffic;
 - ii any error in, or omission from, any information made available through the Website or Payment Provider;
 - iii any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website or Services. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
 - iv any site linked from the Website (including Payment Providers). Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- b we make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.
- c your use of the Services and the Public Blockchain is at your sole risk. The Website and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law and without limiting clause 3.2, BlockPunk disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement;

- d while BlockPunk attempts to make your access to and use of the Website and Services as safe as possible, BlockPunk cannot and does not represent or warrant that the Website, Services or any Items listed are free from viruses or other harmful components. Block Punk cannot guarantee the security of any data you disclose online, and you accept the inherent risks of providing information and trading over the internet;
- e the price of blockchain assets is extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the price of the Items, which may also be subject to price volatility. BlockPunk makes no guarantees that buyers of Items will not lose money;
- f BlockPunk and the Website do not store, send or receive Items. Items exist only by virtue of the ownership record maintained on a public blockchain. Any transaction for or transfer of Items occurs within the Public Blockchain currently in use by BlockPunk and not on the Website. BlockPunk does not guarantee that it can effect the transfer of title or right in any Items;
- g there are risks associated with using a Public Blockchain including (but not limited to) the risk of malicious software introduction, and the risk that third parties may gain unauthorized access to information stored with your Payment Provider;
- h BlockPunk is not liable for any communication failures, disruptions, errors, distortions or delays you may experience when using the Items, however caused;
- i a lack of use or public interest in the creation and development of distributed ecosystems such as the Public Blockchain could negatively impact the further development and the potential utility or value of Items;
- j the Service interoperates with a range of third party service features. We do not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, BlockPunk may cease to make available that feature to you; and
- k no advice or information that is obtained by you from BlockPunk or anyone else shall create any warranty by BlockPunk that is not expressly stated in the Terms.

8 LIABILITY

- 8.1 **Liability:** You agree that, to the maximum extent permitted by law, any and all liability and responsibility of BlockPunk to you or any other person under or in connection with these Terms, or in connection with the Services, the Website, another User's acts or omissions, or your use of or inability to use, the Services or this Website, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. BlockPunk's liability and responsibility is excluded in respect of any and all Loss or damage, whether direct or indirect, including, without limitation, loss of business or anticipated

savings, general and special damages, and consequential and incidental loss, even if foreseeable and even if BlockPunk has been advised of the possibility of loss or damages.

8.2 **Items:** BlockPunk is not responsible or liable to you for any Loss resulting from any use of Item, including but not limited to any Loss arising from:

- a any vulnerability, failure, or abnormal behaviour of the Public Blockchain, related software (including Payment Provider's software), or any other feature of the Item;
- b late reporting or no reports by developers or representatives of the Public Blockchain that supports the Items, including forks, technical node issues or any other issues;
- c user error such as forgotten passwords, incorrectly constructed transactions or mistyped addresses;
- d server failure or data loss;
- e corrupted files;
- f unauthorized access to applications; or
- g any unauthorized third party activities including without limitation the use of viruses, phishing, brute forcing, or other means of attack against the Website, its Underlying Systems, or the Items.

8.3 **Consumer law:** Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the Consumer Protection (Fair Trading) Act 2003 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to SGP100.

8.4 **Limitation:** To the maximum extent permitted by law and only to the extent clauses 8.1 to 8.3 of these Terms do not apply, our total liability to you under or in connection with these Terms, or in connection with the Website, or your access and use of (or inability to access or use) the Website or Service, must not exceed SGD 100.

8.5 **Indemnity:**

- a To the fullest extent permitted by law, you agree to release, indemnify and keep indemnified BlockPunk from and against all actual or alleged actions, awards, claims, costs (including settlement costs, legal costs and expenses), losses, proceedings, judgements, damages, liabilities, penalties, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these Terms, your failure to complete a transaction, your use or misuse of the Website or Services, your sale or attempted sale of an Item in breach of 4.4d, your violation of the right of another User or third party (including Payment Providers), or arising out of any content or item you submit, post, transmit, or make available through the Services.

- b You agree to promptly notify BlockPunk of any third party claims and co-operate with BlockPunk in defending such claims. You further agree that BlockPunk shall have control of the defence or settlement of any third party claims.

9 GENERAL

- 9.1 For us to waive a right under these Terms, that waiver must be in writing.
- 9.2 These Terms, and any dispute relating to these Terms or the Service, are governed by and must be interpreted in accordance with the laws of Singapore. Each party submits to the non-exclusive jurisdiction of the Courts of Singapore in relation to any dispute connected with these Terms or the Service.
- 9.3 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 3, 4, 6, 7, 8, and 9 continue in force.
- 9.4 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 9.5 These Terms supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these terms and conditions.