

Terms of Use

1. Acceptance of Terms

Gemie (the “**Company**”), acting for the benefit of the Gemie community as a whole, holds the intellectual property rights over, and makes available, (a) the Gemie Client, the Marketplace ([Gemie.io](https://gemie.io)), the Gemie Room, Events, The Gemie Planets, the Avatar, the Gemie DAO, with any other features, modules and/or materials made available from time to time by Gemie, are referred to herein as the “**Modules**” and (b) the website [Gemie.io](https://gemie.io) (the “**Site**”). Please read these Terms of Use (the “**Terms**” or “**Terms of Use**”) carefully before using the modules and the Site. By using or otherwise accessing the Modules and the Site, you: (1) accept and agree to be bound by these Terms; (2) accept that the modules are still in testing phase and that you use at your own risk, as further explained in Section 2 below; (3) represent that you are old enough to use the Modules and the Site pursuant to Sections 3 and 9 below; (4) consent to the collection, use, disclosure and other handling of information as described in the Privacy Policy, available here <https://gemie.io/legal/privacy-policy> and any additional terms and conditions of participation issued by the company from time to time. If you do not agree to the Terms, then you must not access or use the Module or the Site.

As per the endowment received, the Company makes available the Modules and the Site free of charge in order to allow different interactions with the Gemie platform (“**Gemie**”).

2. Disclaimer and Modification of Terms of Use

The Modules are provided on an “as is” and “as available” basis and may contain defects and software bugs. You are advised to safeguard important data, property and content, to use caution, and not to rely in any way on the correct or secure functionality or performance of the Modules.

Except for Section 17, providing for binding arbitration and waiver of class action rights, as detailed in Section 7, the Company reserves the right to modify or replace the Terms of Use at any time. The most current version of these Terms will be posted on the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Modules by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

3. Eligibility

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. Gemie is a global platform and by accessing the Content, the Site or Modules, you are representing and warranting that you are of the legal age of majority in your jurisdiction as is required to access such Modules and Content and enter arrangements as provided by the Modules. You further represent that you are otherwise legally permitted to use the Modules in your jurisdiction

including owning cryptographic tokens, and interacting with the Site, Modules or Content in any way. You further represent that you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that the Company is not liable for your compliance or failure to comply with such laws. You further represent and warrant that all funds or assets used by you have been lawfully obtained by you in compliance with all applicable laws.

4. Account Access and Security

Access to the Modules is provided via a third party private key manager selected by you (e.g., a Web3 Provider, Metamask, a USB interface for Ledger Wallet, the Mist browser, or other). Security and secure access to each account in the Modules is provided solely by the third party private key manager you select to administer your private key. You and the third party private key manager you select are entirely responsible for security related to access of the Modules and all information provided by you to such third party provider (including without limitation, email or phone number). The Company bears no responsibility for any breach of security or unauthorized access to your account (the “**Account**”). You are advised to: (a) avoid any use of the same password with your selected third party private key manager that you have ever used outside of the third party private key manager; and (b) keep your password and any related secret information secure and confidential and do not share them with anyone else.

You are solely responsible for all activities conducted through your Account whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates this

You are solely responsible for maintaining the confidentiality of your password and for restricting access to your devices. You are solely responsible for any harm resulting from your disclosure, or authorization of the disclosure, of your password or from any person's use of your password to gain access to your Account. You acknowledge that in the event of any unauthorized use of or access to your Account, password or other breach of security, you accept that due to the nature of the Modules and the platform itself, the Company will be unable to remedy any issues that arise.

The Company will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations, or for any reason whatsoever, except fraud on our part

The Company cannot and will not be liable for any loss or damage arising from your sharing or other loss of your private key or related information, or any other damage or loss arising from unauthorized access to your Account.

5. Representations and Risks

5.1 Disclaimer

You acknowledge and agree that your use of the Modules and the Site is at your sole risk. The Modules and the Site are provided on an “AS IS” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge and agree that the Company has no obligation to take any action regarding: which users gain access to or use the Modules; what effects the Modules may have on you; the NFTs you own; how you may interpret or use the Modules; or what actions you may take or fail to take as a result of having been exposed to the Modules. You release the Company from all liability for your inability to access to the Site, Modules or any Content therein. The Company is not and cannot be responsible for and makes no representations, warranties or covenants concerning any Content contained in or accessed through the Site, Modules, and the Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Modules. The Content Policy over Gemie is established and enforced exclusively by the Gemie community.

5.2 Application Security

You acknowledge and agree that the Site, the Modules and related applications are software code and are subject to flaws and acknowledge that you are solely responsible for evaluating any smart contract, code provided by the Site, Modules or Content and the trustworthiness of any third-party websites, products, smart-contracts, or Content

you access or use through the Modules. You further expressly acknowledge and agree that Ethereum applications can be written maliciously or negligently, that the Company cannot be held liable for your interaction with such applications and that such applications may cause the loss of property or even identity. This warning and others later provided by the Company in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Modules or the Site.

5.3 Third Party Providers

The Company neither owns nor controls MetaMask, Ledger Wallet, the Mist browser, Google Chrome, the Ethereum network, any Web3 Provider or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Modules. The Company shall not be liable for the acts or omissions of any such third parties, nor shall the Company be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

5.4 Risks of Changes to Ethereum Platform

Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using the ERC-20 standard, ERC-721 standard, or any other future Ethereum standard.

6. Children

You affirm that you are over the age of 13, as the Modules is not intended for children under 13. IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE MODULES OR THE SITE, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

TO ACCESS CERTAIN CONTENTS, YOU WILL NEED TO HAVE A MINIMUM AGE AS DETAILED IN THE CONTENT POLICY.

IN ALL CASES INVOLVING ONLINE GAMBLING YOU MUST BE OLDER THAN 18 YEARS (OR THE MINIMUM LEGAL AGE IN YOUR PLACE OF RESIDENCE).

7. Indemnity

You shall release and indemnify, defend and hold harmless the Company and representatives from and against any and all losses, liabilities, expenses, damages,

costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Modules or the Site, your violation of these Terms of Use, and any of your acts or omissions. The Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Company in the defense of such matter.

8. Proprietary Rights

8.1 All title, ownership and Intellectual Property Rights in and to the Site and the Modules are owned exclusively by the Company or its licensors. The Company holds these Intellectual Property Rights for the benefit of the Gemie community as a whole. You acknowledge and agree that the Site and Modules contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized in Section 13, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create Derivative Works based on the Site and the Modules, in whole or in part. The Foundation's exclusive ownership shall include all elements of the Site and Modules, and all Intellectual Property Rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings associated with Modules), design, systems, methods, information, computer code, software, "look and feel", organization, compilation of the content, code, data, and all other elements of the Site and the Modules (but excluding the Content submitted by

Users) (collectively, the “ **Company Materials**”) are owned by the Company, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All the Company Materials are the copyrighted property of the Company or its licensors, and all trademarks, service marks, and trade names contained in the Company Materials are proprietary to the Company or its licensors. Except as expressly set forth herein, your use of the Site and the Modules does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Site and the Modules. The Company reserves all rights in and to the Company Materials not expressly granted to you in the Terms. For the sake of clarity, you understand and agree: (i) that any “purchase” of Gemie, whether via the Modules or otherwise, does not give you any rights or licenses in or to the Company Materials (including, without limitation, the Foundation’s copyright in and to the art and drawings associated with the Modules and content therein) other than those expressly contained in these Terms; and (ii) that you do not have the right to reproduce, distribute, or otherwise commercialize any elements of the Company Materials (including, without limitation, the Foundation’s copyright in and to the art and drawings associated with the Modules and content therein) in any way without the Foundation’s prior written consent in each case, which consent the Company may withhold in its sole and absolute discretion.

8.2 You acknowledge and agree that you are responsible for your own conduct while accessing or using the Site and the Modules, and for any consequences thereof. You

agree to use the Site and the Modules only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, post, upload, transmit, distribute, disseminate or otherwise make available any Content in violation of the Content Policy, including without limitation, Content that infringes the Intellectual Property Rights of any party and any Content that contains any hate-related or violent content or contains any other material or products that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (ii) distribute viruses, worms, defects, Trojan horses, spyware, time bombs, cancelbots, corrupted files, hoaxes, or any other items of a destructive or deceptive nature, or that may harvest or collect any data or information about other users without their consent; (iii) impersonate another person (via the use of an email address or otherwise); (iv) use the Site or the Modules to violate the legal rights (such as rights of privacy and publicity) of others; (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vi) interfere with other users' enjoyment of the Site or the Modules; (vii) exploit the Site or the Modules for any unauthorized commercial purpose; (viii) post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other similar form of solicitation; (ix) modify, adapt, translate, or reverse engineer any portion of the Modules; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or the Modules or any part of it; (xi) reformat or frame any portion of the Site or the Modules; (xii) stalk, harass, or engage in any sexual, suggestive, lewd, lascivious, or otherwise

inappropriate conduct with minors on the Site or the Modules; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Site, the Modules or the Content posted on the Modules, or to collect information about its users for any unauthorized purpose; (xiv) use any cheats, hacks, or any other unauthorized techniques or unauthorized third-party software to cheat in any competition or game that may be offered on the Modules by other Users, or to otherwise disrupt or modify the Modules or the experience of any users on the Modules; (xv) create user accounts by automated means or under false or fraudulent pretenses; (xvi) attempt to gain unauthorized access to any other user's Account, password or Content; or (xvii) access or use the Modules for the purpose of creating a product or service that is competitive with the Modules.

9. Disclaimer of Warranty.

Unless required by applicable law or agreed to in writing, the Company and/or its licensors provide the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing

the Work and assume any risks associated with your exercise of permissions under this License.

9.1 Limitation of Liability.

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to you for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9.2 Accepting Warranty or Additional Liability.

While redistributing the Work or Derivative Works thereof, you may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, you may act only on your own behalf and on your sole responsibility, not on behalf of any other Contributor, and only if you agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

10. Links

The Site and the Modules provide, or third parties may provide, links to other World Wide Web or accessible sites, applications or resources. Because the Company has no control over such sites, applications and resources, you acknowledge and agree that the Company, its officers and employees are not responsible for the availability of such external sites, applications or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that the Company, its officers and employees, shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

11. Termination and Suspension

You shall have a right to terminate your Account at any time by canceling and discontinuing your access to and use of the Modules. The Company may decide to terminate or suspend all or part of the Site and the Modules and your access to the Site and the Modules immediately, without prior notice or liability. You will not receive any refunds if you cancel your Account, or if these Terms are otherwise terminated. You agree that the Company, in its sole discretion and for any or no reason, may terminate these Terms and suspend your Account(s) for the Modules. You agree that any

suspension of your access to the Site or the Modules may be without prior notice, and that the Company (and its officers and employees) will not be liable to you or to any third party for any such suspension.

In the event of your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, the Company may, without limitation, suspend your Account, block any infringing Content and adopt any other action deemed necessary to prevent future breaches, in addition to any other remedies the Company and/or any User may have at law or in equity.

Upon any termination or suspension of your Account, you may no longer have access to information that you have posted on the Modules or that is related to your Account, and you acknowledge that the Company will have no obligation to maintain any such information in the relevant databases or to forward any such information to you or to any third party. Upon termination of your Account, your right to use the Modules will immediately cease. The following provisions of these Terms survive any termination of these Terms: REPRESENTATIONS AND RISKS; TRANSACTION AND FEES; INDEMNITY; DISCLAIMERS; LIMITATION ON LIABILITY; PROPRIETARY RIGHTS; LINKS; TERMINATION AND SUSPENSION; NO THIRD-PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

12. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

13. Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your Intellectual Property Rights (as this term is defined in the Content Policy) or the Intellectual Property Rights of a person on whose behalf you are authorized to act has been infringed, you are encouraged to contact the infringing party directly. Additionally, you may also contact the Company providing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the Intellectual Property Right;

- a description of the Intellectual Property Right that you claim has been infringed; ● description of where the material that you claim is infringing is located on the Modules;
- your address, telephone number, and email address;

- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the Intellectual Property Right, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are Intellectual Property owner or authorized to act on the owner's behalf.

The Company can be reached at email: info@gemie.io

To the extent possible, the Company may try to reach the would-be infringing party to forward your concerns. The Company is not in a position to assess the legal merits of the claims.

As the Company does not control the Content being uploaded by the users, if the user does not agree with your claim and/or does not accept to withdraw the infringing content, the Company, may take any of the following measures, (i) block the infringing Content so as to render it inaccessible through the Modules (although it could be still accessible through other clients); (ii) block the infringing user's Account. Any further action, claim or remedy against the infringing user must be undertaken by the aggrieved user.

Although not at the core of its role or responsibilities, to the extent technically possible, the Company may also, at its sole discretion, (i) block any kind of Content uploaded by users; (ii) suspend user Accounts; and/or (iii) request documents evidencing the right of the contributor to use Intellectual Property Rights embedded in the Content.

14. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

14.1 Initial Dispute Resolution

The parties shall use their best efforts to engage directly to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

14.2 Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision begins, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below.

Specifically, any dispute that is not resolved under the Initial Dispute Resolution provision shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The following shall apply in respect of such arbitration: (i) the number of arbitrators shall be three (one nominated by each party and one nominated by the ICC); (ii) the decision of the arbitrators will be binding and enforceable against the parties and a judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereto (provided that in no event will the arbitrator have the authority to make any award that provides for punitive or exemplary damages or to

award damages excluded by these Terms or in excess of the limitations contained in these Terms); (iii) the seat, or legal place, of arbitration shall be the City of Panama, Panama; and (iv) the language to be used in the arbitral proceedings shall be English, any documents submitted as evidence that are in another language must be accompanied by an English translation and the award will be in the English language. Claimants and respondents shall bear its or their own costs of the arbitration, including attorney's fees, and share equally the arbitrators' fees and ICC's administrative costs. For purposes of cost sharing, all claimants shall be considered one party and all respondents shall be considered one party. The parties shall maintain strict confidentiality with respect to all aspects of any arbitration commenced pursuant to these Terms and shall not disclose the fact, conduct or outcome of the arbitration to any non-parties or non-participants, except to the extent required by applicable Law or to the extent necessary to recognize, confirm or enforce the final award or decision in the arbitration, without the prior written consent of all parties to the arbitration.

14.3 Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND THE Company AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set

forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

14.4 Exception - Litigation of Intellectual Property and Small Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its Intellectual Property Rights. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

14.5 Changes to this Section

The Company will provide 60-days' notice of any changes to this section. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

These Terms and the relationship between you and the Company shall be governed by the laws of Panama, without regard to conflict of law provisions.

For any dispute not subject to arbitration you and The Company agree to submit to the exclusive jurisdiction of the courts with seat in the city of Panama, Panama. You further

agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

15. General Information

15.1 Entire Agreement

These Terms (and any additional terms, rules and conditions of participation that the Company may post on the Site or on the Modules) constitute the entire agreement between you and the Company with respect to the Modules and supersedes any prior agreements, oral or written, between you and the Company. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict.

15.2 Waiver and Severability of Terms

The failure of the Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

15.3 Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site, the Modules or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15.4 Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.