

TERMS OF USE

Last Updated : 24 September 2026

These terms and conditions of use (the “**Terms**”) apply to the Eastworlds website (<https://eastworlds.io>) and Eastworlds Forge website (<https://forge.eastworlds.io>) and all related links, platforms and sites of Eastworlds (the “**Platform**”), and the suite of features, services and applications made available thereon (collectively, the “**Services**”), provided and operated by Eastworld Sdn. Bhd. (Registration No. 202301014003 (1507925-A)) (the “**Company**”, “**we**”, “**our**” or “**us**”). These Terms govern your access to and use of the Company’s Platform and Services and constitutes a legally binding agreement between (i) us and you, and/or (ii) if you are representing an entity, the entity that you are representing (hereinafter referred to as “**you**” or “**your**”).

If you purchase, license or otherwise acquire any rights to any robotics data, datasets and related content made available on or through the Platform or Services, which may include video, image, audio, sensor, telemetry, motion, kinematic, teleoperation, demonstration and other data, together with any associated annotations, labels and metadata (“**Datasets**”), the terms and scope of your rights shall be governed by a separate agreement, order form or other written agreement entered into between you and the Company or, where applicable, the relevant licensor of that Dataset (each, a “**Data Agreement**”), and these Terms shall continue to apply to your access to and use of the Platform and Services. In the event of any conflict or inconsistency between these Terms and a Data Agreement, the Data Agreement shall prevail to the extent of such conflict or inconsistency. Nothing in these Terms grants you any licence or right to use any Dataset except as expressly provided in Section 3 or in a Data Agreement.

By accessing and/or using the Platform or Services, you agree to be bound by these Terms and our Privacy Policy which collectively alongside any Data Agreement represent the complete agreement between you and us in respect of our Platform and Services and shall supersede any prior agreements between us in respect of our Platform and Services, whether written or oral.

THESE TERMS CONTAIN A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN THE SECTION 11 TITLED “GOVERNING LAW AND DISPUTE RESOLUTION.” THIS AFFECTS YOUR RIGHTS WITH RESPECT TO ANY “DISPUTE” BETWEEN YOU AND THE COMPANY AND MAY REQUIRE YOU TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT. PLEASE READ THIS ENTIRE SET OF TERMS CAREFULLY.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE PLATFORM OR SERVICES.

1. Eligible Users

1.1. By accessing and/or using the Platform and any of the Services, you must be and hereby affirm that you:

- (a) are not prohibited or restricted from accessing the Platform or using the Services available on the Platform by any laws or regulations applicable to you;
- (b) are an adult of the legal age of majority in your country or state of residence (whichever is higher). If you are under the legal age of majority, you may not use the Platform; and
- (c) are not:
 - (i) a citizen of, or located in or ordinarily resident in any of the Restricted Jurisdictions (defined below); or
 - (ii) under the control or ownership of a person that is, subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S.

Department of Commerce), the European Union or its Member States, or other applicable government authority; and

- (d) if you are accessing or using the Platform or Services on behalf of an entity, have full power and authority to bind that entity to these Terms (and to any order or Data Agreement entered into through the Platform), and such entity is duly organised and validly existing under the laws of its jurisdiction of organisation

2. Access and Use of the Platform and Services

2.1. **Communications and Activities on Platform.** The Company shall have the right to monitor and/or record your communications and activities when you use the Platform and Services, and you acknowledge and agree that when you access and use the Platform and Services, you have no expectation that your communications and activities will be private. The Company shall have the right to disclose your communications and activities for any reason permitted under our Privacy Policy and applicable law, including but not limited to the following:

- (a) to satisfy any applicable law, regulation, legal process or governmental request;
- (b) to enforce the terms of these Terms or any other of the Company's policies;
- (c) to protect the Company's legal rights and remedies;
- (d) to protect the health or safety of anyone that the Company believes may be threatened; or
- (e) to report a crime or other offensive behavior.

2.2. **User Account.** To access and use the Platform and some of the Services, you may be required to create an account and log in with said account (each a "**User Account**"). Certain parts of the Platform may require additional access credentials or other specific conditions in order to access or use the Platform. Access and use of the Platform via a User Account, are subject to the following terms and conditions:

- (a) When you register an account with your email address and/or social media profile (X (formerly known as Twitter account), your use of your email address and/or your social media profile (X (formerly known as Twitter account)) is at your own risk, and subject to the relevant email service's and/or social media platform's service provider's terms and conditions.
- (b) You are solely responsible for all activities conducted through your User Account whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates these Terms is discovered or reported (whether by you or someone else) that is connected with your User Account, the Company may suspend or block your User Account's access to the Platform, whether for a period of time or indefinitely.
- (c) You are solely responsible for maintaining the confidentiality and security of your User Account and for restricting access to your User Account and/or devices. You are solely responsible for any harm resulting from your disclosure, or authorization of the disclosure, of your access credentials (for example, passwords or biometrics) or from any person's use of your access credentials to gain access to your User Account. You acknowledge that in the event of any unauthorized use of or access to your User Account, access credential or other breach of security, you accept that due to the nature of the Platform, the Company will be unable to remedy any issues that arise, and the Company will not be responsible or liable for the same.
- (d) 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.

- (e) The Company 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.
- 2.3. **Grant of Licence.** If you accept and comply with these Terms, the Company will grant, and you will receive, a limited, revocable, non-sub-licensable, and non-exclusive license to access and use the Platform subject to the restrictions set forth in Section 4 below, as follows:
- (a) You may access and use applicable Services available on the Platform on one or more computers or mobile devices under your authorized control.
 - (b) You may not transfer your rights and obligations to use the Platform.
 - (c) Some Services are provided, managed or operated by third party suppliers, partners or licensors of the Platform ("**Third Party Providers**") and may be subject to specific requirements or terms and conditions imposed by such Third Party Providers. Please refer to Section 7 below for more information.
- 2.4. **Open Source Components.** The Platform may contain components that are subject to open-source licenses ("**OSS Components**"). Your access and use of these OSS Components shall be subject to the applicable open-source licenses that apply to and govern such OSS Components.
- 2.5. **Acknowledgements and Disclaimers.** You acknowledge, understand and accept all risks associated with the use or access of the Platform or any Services made available thereon, including but not limited to the following:
- (a) **Features and Services.** The Company offers a number of Services which can be generally accessed through the Platform. Some of the Services may require you to create an account and/or may require payment or a subscription to use. Further details of each of the Services, and the terms and conditions applicable to such Services, are provided on the Platform and in these Terms. Your access and use of each of these Services are solely at your own risk, and subject to the applicable terms and conditions for the relevant Service.
 - (b) **No Reliance on Information.** Any information provided or made available on our Platform and/or Services shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, or any other sort of advice. No representation or warranty, express or implied, is made as to the fairness, accuracy, timeliness, correctness or completeness of such information and is provided only for general informative purposes, and no reliance should be placed on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, any available or provided information. We are not, and shall not be deemed as or treated as a financial institution, centralised exchange or trading platform, broker or fund management platform.
 - (c) **No Fiduciary Relationship.** The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the Privacy Policy).
 - (d) **Compliance Checks.** We may be required by anti-money laundering or other forms of regulations, and as part of our internal policies or the requirements of our Third Party Providers, to make background checks or verification checks on the source of any funds by our customers. In the event that our background or verification checks do not provide us with sufficient information about you, we may request further information from you or other third parties from time to time and you agree to promptly provide such information when requested to do so. We reserve the right to suspend or terminate your access to and use of the Platform or any Services should we be unable to satisfy ourselves that in respect of any background or verification checks.
 - (e) **Legal and Regulatory Compliance.** You are responsible for complying with all laws (including both local and foreign laws) that may be applicable to or govern your use of

the Platform and/or Services. You shall not access or use our Platform or Services if it would be illegal, or a violation of any applicable laws or regulations, to do so.

- (f) **Security.** You acknowledge and agree that there are inherent risks in your use of the Platform and Services, including any vulnerabilities or security breaches, any communication failures, disruptions, errors, distortions or delays, the risk of hardware, software and Internet connections failure or problems, or malicious software introduction, or the risk that third parties may obtain unauthorized access to your information or devices, which may result in the loss of your data or information, or access to the Platform and Services. By using the Platform and Services, you acknowledge and agree to undertake these risks, and you accept that we shall not be liable for any losses or damages arising from or in connection with such risks. You are solely responsible for properly configuring and using the Platform and the Services and otherwise taking appropriate action to secure, protect, and backup your User Accounts and/or your User Content in a manner that will provide appropriate security and protection, which might include use of encryption. If you are not able to be responsible for your own account security, or do not want such an obligation, then you should not access or use the Platform and the Services. Your obligations under these Terms include ensuring any available software updates or upgrades to the Platform and/or the Services you are using are promptly installed or implemented, and recording and securely maintaining any access credentials or passwords that relate to your use of the Platform and the Services.

2.6. **User Warranties, Undertakings and Covenants.** Prior to your use of the Platform and on an ongoing basis, by using the Platform, or any of the Services (including without limitation, any of the Datasets and other informational and social content made available thereon (collectively, the “**Content**”)), you represent, warrant, undertake and covenant that:

- (a) You will not provide any false, inaccurate, incomplete or misleading information while using the Platform, or any Service or Content available thereon, or engage in any activity that operates to defraud the Company, other Users of the Platform or Services (“**Users**”), or any other person or entity.
- (b) You will access and use the Platform and Services on one or more computers or mobile devices under your authorized control.
- (c) You will not utilise or pay funds or assets, which originate from criminal or other unauthorised, illegal or illicit activity.
- (d) You will not, and will not attempt to, authorize anyone other than you to access the Platform and any of the Services through your User Account.
- (e) You will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Platform and/or the Services or otherwise act in a manner that may negatively affect other Users' experience when using the Platform and Services. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of the Platform and the Services.

2.7. **Service Availability.** The Platform, Services and Content are provided on an “as-is” and “as-available” basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, operation and any particular application or use. You acknowledge and agree that we may, in our sole discretion, apply changes, replace or discontinue (temporarily or permanently) any part of the Platform, Services and Content at any time. We reserve the right to disable or modify access to the Platform, Services and Content at any time in the event of a breach of the Terms, including, if we reasonably believe any of your representations and warranties may be untrue, misleading or inaccurate, and the Company will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Platform, Services and Content being inaccessible to you at any time or for any reason.

2.8. **Changes.** We may change, add to, modify, remove, suspend, or discontinue any aspect of the Platform and/or Services at any time, and without prior notice or liability to you. We may also

impose limits on certain features or restrict your access to parts or all of the Platform or any Services made available thereon without notice or liability. You acknowledge that any modification, suspension or discontinuation of a Service may occur without liability to you for compensation, reimbursement or damages.

- 2.9. **Advertising.** The Platform may incorporate third-party technology that enables advertising on the Platform. As part of this process, the Company and/or its authorized third party advertisers may collect standard information that is sent when your personal computer or device connects to the Internet including your Internet protocol (IP) address.
- 2.10. **Conduct.** You shall ensure that your actions, conduct and behaviour in your use of the Platform comply with and abide by all the rules and guidelines imposed by the Company and/or its Third Party Providers. The Company may suspend or block your access to the Platform and/or any Services, whether for a period of time or indefinitely, in the event that you violate or fail to comply with any of such rules and guidelines.
- 2.11. **Identity Disclosure.** The details obtained from by the Platform from your connected or linked social media profile may contain details of your real and actual identity. You are solely responsible for the protection of your real and actual identity within the Platform, and any disclosure of your real and actual identity to any other User within the Platform is at your own risk. The Company and/or its Third Party Providers will not be liable or responsible for any disclosure of your real and actual identity by you within the Platform, or any loss, damage or harm arising as a result of such disclosure.
- 2.12. **User Created or Uploaded Content.** The Platform may enable you or other Users to upload and display content (including without limitation, images, text, messages, data, information, videos, voice and sound recordings) on the Platform, (collectively, the “**User Content**”).
- (a) You retain ownership over your User Content but you hereby grant the Company a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to use for any purpose whatsoever (whether commercial or otherwise) your User Content and all elements thereof, in any and all media, formats and forms, known now or hereafter devised. The Company shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, provide access to, broadcast, and practice your User Content as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Content or the elements thereof in conjunction with or into any other material. In the event you upload or otherwise transmit to the Company any concepts, ideas, or feedback relating to the Platform, you shall not be entitled to any compensation for any such submission, unless expressly agreed between you and the Company, and the Company may freely use any such submission in any manner it deems appropriate. Any such submission by you shall not create any contractual relationship between you and the Company. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefit of any provision of law known as "moral rights" or "droit moral" or any similar law in any country of the world. You represent and warrant that the User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights or proprietary rights of any third party.
 - (b) You further represent, warrant, undertake and covenant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, promotes CSAE or contains CSAM (defined below) or otherwise objectionable or inappropriate. The Company may remove or delete any User Content and any related content or elements from the Platform at its sole discretion (including without limitation, where the Company believes that any User Content is in violation of these Terms).
 - (c) The Company does not guarantee that it will retain or store any User Content, and the Company shall not be liable or responsible to you or any third party for any inability to access or retrieve your User Content arising from any reason whatsoever (including

without limitation, any loss, removal or deletion of User Content). You are solely responsible for retaining backups or copies of your own User Content. You are solely responsible for ensuring that any User Content you submit or upload to the Platform comply with any applicable laws and third party rights, including but not limited to any intellectual property rights, privacy rights and publicity rights. You agree that any information included in your User Content may be used in accordance with our Privacy Policy. The Company always has the right, in its sole discretion, to accept or reject any User Content.

3. Datasets

- 3.1. **Ownership.** As between you and the Company, the Company (or its licensors, as applicable) retains all right, title and interest in and to the Datasets and all Intellectual Property Rights therein. Nothing in these Terms transfers or assigns to you any ownership of, or interest in, any Dataset. All rights not expressly granted to you are reserved, and no right or licence is granted by implication, estoppel or otherwise.
- 3.2. **Previews and Evaluation.** The Company may, at its discretion, make available previews, samples, visualisations, metadata or descriptions of Datasets on the Platform. Subject to your compliance with these Terms, you may view such Datasets through the Platform solely for the purpose of evaluating whether to acquire rights to the relevant Dataset. Any right to download, access, store or use any Dataset for any other purpose (including to train, fine-tune, evaluate or otherwise develop any model) shall arise only under, and subject to, a Data Agreement.
- 3.3. **Restrictions.** Except as expressly permitted under a Data Agreement, you shall not, and shall not permit or assist any other person to, directly or indirectly:
 - (a) download, copy, scrape, record, capture or otherwise extract any Dataset, other than through functionality expressly made available for that purpose on the Platform or these Terms;
 - (b) sell, resell, license, sublicense, lease, rent, distribute, transfer, disclose, publish, broadcast or otherwise provide or make available any Dataset to any third party;
 - (c) use any Dataset to train, fine-tune, evaluate, benchmark, test or otherwise develop or improve any machine learning model, artificial intelligence system or algorithm;
 - (d) use any Dataset to create, enhance or offer any dataset, data product or data licensing service, or incorporate any Dataset in retrievable or reconstructable form into any product or service;
 - (e) attempt to identify or re-identify any individual, facility, location or other subject appearing in or ascertainable from any Dataset, or use any Dataset to harass, surveil or otherwise cause harm to any person;
 - (f) remove, obscure, alter or circumvent any proprietary notice, watermark, provenance metadata, fingerprint or identifier embedded in or accompanying any Dataset;
 - (g) make any Dataset available on any public repository, publicly accessible storage or peer-to-peer network, or submit any Dataset to any third-party service (including any third-party artificial intelligence service) under terms which grant such third party any rights to the Dataset;
 - (h) circumvent or attempt to circumvent any access controls, rate limits, download limits or other technical measures used to protect the Dataset; or
 - (i) use any Dataset in violation of any applicable law, including applicable export control, sanctions and data protection laws.
- 3.4. **Provenance and Monitoring.** The Company may embed in, or associate with, Dataset watermarks, provenance metadata and unique identifiers, and may maintain a registry of fingerprints or hashes of Dataset, in each case for the purpose of verifying provenance and detecting unauthorised use. The Company may also monitor and log access to and downloads

of Dataset through the Platform. You shall provide such information and assistance as the Company may reasonably request to verify your compliance with this Section 3.

- 3.5. **Confidentiality.** Dataset that is not made publicly available by the Company (including any Dataset made available to you following registration, on request or under a Data Agreement) constitute confidential information of the Company. You shall keep such Dataset strictly confidential, protect them using at least a reasonable degree of care, and not use or disclose them except as permitted under these Terms or a Data Agreement.
- 3.6. **Security and Incident Notification.** You shall implement and maintain appropriate technical and organisational measures to protect any Dataset in your possession or control against loss, theft and unauthorised access, use, copying, disclosure, alteration or destruction, and shall notify the Company using the contact details set out in these Terms without undue delay, and in any event within twenty-four (24) hours, after becoming aware of any actual or suspected unauthorised access to, or use or disclosure of, any Dataset.
- 3.7. **Consequences of Breach.** Any breach of this Section 3 shall constitute a material breach of these Terms. Without prejudice to any other rights or remedies of the Company, the Company may immediately suspend or terminate your User Account and your access to the Platform, the Services and any Dataset, and you shall, upon the Company's request, promptly cease all use of, and permanently delete, all Dataset in your possession or control (other than as expressly permitted under a Data Agreement) and certify such deletion in writing.

4. Restrictions on Use of Platform and Services

- 4.1. **Restrictions.** The Company may suspend or revoke your access and use the Platform or any Services or Content made available thereon if you violate, or assist others in violating, the restrictions and limitations set forth below. You agree, undertake and covenant that you will not, in whole or in part or under any circumstances, do any of the following, except otherwise authorized to do so in any Data Agreements:
 - (a) **Unauthorized Derivative Works:** Copy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Platform or the Services (or any Content made available thereon).
 - (b) **Prohibited Commercial Uses:** Exploit or use in a manner for commercial purposes, in its entirety or individual components, the Platform (or any Content made available thereon) for any purpose not expressly authorized by the Company, including, without limitation (i) using the Platform to advertise, market, provide or sell any third-party product or service; (ii) performing in-Platform services including, without limitation, account boosting or resource-farming or botting or similar activities, whether in exchange for payment or otherwise; (iii) communicating or facilitating any commercial advertisement, solicitation or offer through or within the Platform; or (iv) organizing, promoting, facilitating, or participating in any event involving wagering on the outcome, or any other aspect of, activities within the Platform, whether or not such conduct constitutes gambling under the laws of any applicable jurisdiction, without authorization.
 - (c) **Cheating:** Create, use, offer, promote, advertise, make available and/or distribute the following or assist with any of the following activities:
 - (i) **exploits;** i.e. methods not expressly authorized by the Company (whether accomplished using hardware, software, a combination thereof, or otherwise), influencing and/or facilitating use of any Service or Content in a manner that is unintended by the Company, including exploits of any bugs in any Service or Content in the Platform, and thereby granting you and/or any other User an undue and unfair advantage over other Users not using such methods;
 - (ii) **bots;** i.e. any code and/or software, not expressly authorized by the Company, that allows the automated control of your User Account or any Service or Content of the Platform;

- (iii) **hacks;** i.e. accessing or modifying the software of the Platform (or any Service or Content made available therein) in any manner not expressly authorized by the Company; and/or;
 - (iv) any code and/or software, not expressly authorized by the Company, that can be used in connection with the Platform, any Service, any Content and/or any component or part thereof which changes and/or facilitates the feature or functionality of the same.
- (d) **Data Mining:** Use any unauthorized process or software that intercepts, collects, reads, or “mines” information generated or stored by the Platform (or any Service or Content made available therein); provided, however, that the Company may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.
- (e) **Unauthorized Connections:** Facilitate, create or maintain any unauthorized connection to the Platform (or any Service or Content made available therein) including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Platform (or any Service or Content made available therein); and (ii) any connection using third-party programs or tools not expressly authorized by the Company.
- (f) **Transfers:** Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Platform (or any Service or Content made available therein) or component thereof, or your rights to the Platform (or any Service or Content made available therein) to any other party in any way not expressly authorized herein.
- (a) **Disruption / Harassment:** Engage in any conduct intended to disrupt or diminish the social experience for other Users, or disrupt the operation of the Company's Platform (or any Service or Content made available therein) in any way, including:
 - (i) Disrupting or assisting in the disruption of any server, equipment, hardware or computer system used to support the Platform (or any Service or Content made available therein) or interfering with, disrupting, negatively affecting or inhibiting other Users from enjoying the Platform or any Service or Content made available therein, or in any action or conduct that could damage, disable, overburden, or impair the functioning of the Platform, Service or Content made available therein. ANY ATTEMPT BY YOU TO DISRUPT THE PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PLATFORM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.
 - (ii) Harassment, “griefing,” abusive behaviour or chat, conduct intended to unreasonably undermine or disrupt the Platform experiences of others, and/or any other activity which violates these Terms.
 - (iii) 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 within the Platform.
- (b) **Violation of Laws:** Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any applicable law or regulation (including without limitation any applicable anti-money laundering, anti-proliferation and anti-terrorism financing laws and sanctions programs).
- (c) **Violation of Policies:** Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any policies of the Company or other Third Party Providers.
- (d) **Violation of Proprietary Rights:** Use the Platform or Services in any manner that violates, misappropriates, or infringes the rights of the Company, our licensors, our Users, or others, including privacy, publicity, intellectual property, or other rights.
- (e) **Violation of Child Safety Policies.** Use the Platform or Services in any manner that facilitates, creates, promotes, encourages or causes any child sexual abuse and

exploitation ("**CSAE**") activities or behaviour, such as any content or behaviour that exploits, abuses, harms, endangers, grooms, fetishize or sexualize children or promote or facilitate pedophilic relationships. You must not upload, store, produce, share, publish, communicate and/or generate any child sexual abuse materials ("**CSAM**") while using the Platform or Services, such as any content (e.g., photos, videos, computer-generated imagery, third-party links, conversations, artistic representations or other depictions) that sexualizes, fetishizes or endangers children, whether real or fictional. You shall not create or manage accounts on behalf of minors.

- (f) **Impersonation.** Use the Platform, Services or any content that involves falsehoods, misrepresentations, or misleading statements, including impersonating someone.
 - (g) **Circumvention of Security.** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party to protect the Platform, or any Service or Content.
 - (h) **VPN.** Disguise your location through IP proxying, VPN or other methods.
 - (i) **Circumvention of Content Filtering.** Circumvent any content-filtering techniques, security measures or access controls employed on the Platform or any Service or Content) in any manner.
 - (j) **Dataset Misuse.** Access, download, copy, use or otherwise deal with any Dataset other than as expressly permitted under Section 3 or any applicable Data Agreement.
 - (k) Encourage or enable any other individual to do any of the foregoing.
- 4.2. You agree to comply with all applicable export control and trade sanctions laws ("**Export Laws**").
- 4.3. Without limiting the foregoing, you may not use the Platform or any Service or any Content if:
- (a) you are a person or a person under the control or ownership of a person that is subject to sanctions or otherwise designated on any list of sanctioned, prohibited or restricted parties, whether for terrorism financing, proliferation financing or otherwise, including but not limited to the lists maintained by the United Nations Security Council, the Malaysian government (e.g., the specified entities declared by the Minister of Home Affairs), the Singaporean government, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority;
 - (b) you are a citizen of, or located in or ordinarily resident in any of the Prohibited Jurisdictions as defined below; or
 - (c) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, Israel or Syria or any other country subject to United States embargo, UN Security Council Resolutions, HM Treasury's financial or other sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial or other sanctions regime; or
 - (d) you intend to supply the Platform, Services or any Content to Cuba, Iran, North Korea, Sudan, Israel or Syria or any other country subject to United States embargo or HM Treasury's financial or other sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial or other sanctions regime.
- 4.4. A "**Prohibited Jurisdiction**" refers to any of the following:
- (a) Iran;

- (b) Israel;
 - (c) North Korea;
 - (d) Russia;
 - (e) Certain regions of Ukraine including Crimea, Sevastopol and the areas of Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts not controlled by the Ukrainian government;
 - (f) Cuba;
 - (g) Yemen;
 - (h) Sudan;
 - (i) South Sudan;
 - (j) Libya;
 - (k) Lebanon; and
 - (l) Syria.
- 4.5. In addition to the geographical restrictions in Sections 4.3 and (a) above, we reserve the right to refuse customers from any other country (collectively, “**Restricted Jurisdictions**”).
- 4.6. Particular Services and Content may also not be available in certain countries due to regulatory, licensing and local restrictions.
- 4.7. We may deploy technological solutions (such as geo-blocking) to prevent persons located in Restricted Jurisdictions from registering an account and/or otherwise being able to access, or to use, the Platform or Services. You acknowledge and agree that we will not be responsible to you for, and that you will indemnify and hold us harmless for and in relation to, any losses suffered by you as a result of your attempting to access the Platform or Services from within a Restricted Jurisdiction, including by way of any means designed to circumvent any controls or technological solutions that we may have in place from time to time, and which are intended to prevent or limit such access. You accept and acknowledge that we reserve the right to detect and prevent the use of prohibited techniques, including but not limited to fraudulent transaction detection, examination of your device properties, detection of geo-location and IP masking and transactions analysis.
- 4.8. By accessing the Platform (or any Service or Content found thereon), and entering into this agreement, you confirm that you are not located in a Restricted Jurisdiction or a jurisdiction in which it is illegal to use the Platform (or any Service or Content found thereon).
- 4.9. We reserve the right to terminate or limit any person’s User status or access to or use of the Platform at any time, with or without notice, as determined in our sole and absolute discretion. Such terminations and limitations may be based on any factor or combination of factors, including a person’s identity, IP address, internet service provider, virtual provider network provider, metadata, browser software, device type, region of citizenship or residence or current location, or suspicion that User has engaged or intends to engage in any of the restrictions set out above.
- 4.10. You acknowledge and agree that if we detect any breach or violation of the restrictions under this Section 4, we may be required to report and disclose your conduct and/or transactions in respect of the Services and Platform to the relevant authorities, enforcement agencies and/or government.
- 4.11. If you encounter any User breaching or violating the restrictions under this Section 4, please report them directly to us via the method set out in Section 13.5 below or any mechanism made available on the Platform.

5. Payment and Taxes

- 5.1. **Orders.** Any order that you place through the Platform to purchase or license a Dataset or any other product or service constitutes an offer by you, which the Company may accept or decline at its sole and absolute discretion. An order is accepted only when the Company confirms acceptance in writing (including by email or through the Platform) or, where applicable, upon execution of the relevant Data Agreement.
- 5.2. **Prices.** Prices and fees displayed on the Platform are indicative prices and fees only, and the final price and fee will be confirmed in the final quotation and/or Data Agreement. Any price, fees or other payments as otherwise quoted to you, and are payable in the currency stated.
- 5.3. **Taxes.** You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the “**Taxes**”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), 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, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including gas fees) made to us pursuant to these Terms. Unless expressly stated otherwise, all prices and fees are exclusive of all applicable taxes, duties and levies (including any sales, service, value added, goods and services or withholding taxes), which shall be borne by you. If you are required by law to deduct or withhold any amount from any payment, you shall gross up the payment so that the Company receives the full amount that it would have received but for such deduction or withholding. The Company may change its prices at any time, but price changes shall not apply to orders that have already been accepted. All amounts payable by you under these Terms will be paid to us without set-off or counterclaim, and without any deduction or withholding.
- 5.4. **Payment.** Payments made through the Platform or Services are processed by Third Party Providers such as merchant acquirers, payment gateways and other payment service providers engaged by the Company, and may be subject to their terms and conditions. By providing a payment method, you represent and warrant that you are authorised to use it, and you authorise the Company and its Third Party Providers to charge the full amount of your order (including any applicable taxes) to that payment method. Unless otherwise agreed in writing (including in a Data Agreement), payment is due in full at the time you place your order, and access to or delivery of any Dataset is conditional on the Company’s receipt of cleared funds. You are responsible for any currency conversion charges, bank fees or other charges imposed by your card issuer or payment provider. You acknowledge that we have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions you made, including, but not limited to, instances where your payment was not properly processed on the Third Party Provider or where payment was erroneously made to an unintended recipient. It is solely your responsibility to confirm that your payment for any transaction has been processed and completed successfully.
- 5.5. **Failed and Late Payments.** If any payment is declined, reversed or not received when due, the Company may, without prejudice to its other rights and remedies, cancel or suspend the relevant order, and suspend your access to the Platform, the Services and any Dataset until payment is received in full. In respect of any amount invoiced to you, the Company may also charge interest on the overdue amount at the rate specified in the applicable Data Licensing Agreement or invoice or, if none is specified, at the rate of five per cent (5%) per month (or the maximum rate permitted by applicable law, if lower), accruing daily from the due date until the date of payment in full.
- 5.6. **Refunds.** Except as expressly provided in these Terms or in a Data Agreement, or as required by applicable law, all fees paid are non-refundable. Any refund will be made to the original payment method used for the relevant order, and the time taken for a refund to be received will depend on your card issuer or payment provider.

- 5.7. **Chargebacks.** If you believe that you have been charged in error, you must notify us promptly and in any event within thirty (30) days of the relevant charge, and you agree to contact us and seek to resolve the matter before initiating any chargeback or payment dispute with your card issuer or payment provider. If you initiate a chargeback or payment dispute that the Company reasonably determines to be unjustified, the Company may suspend or terminate your User Account and your access to any Dataset, and you shall reimburse the Company for the disputed amount together with any fees and costs incurred by the Company in connection with the chargeback or dispute.
- 5.8. **Invoices and Records.** The Company may issue invoices, receipts and other transaction records electronically, including by email or through your account. You shall provide such accurate and complete billing and tax information as the Company may reasonably require to issue invoices and comply with applicable tax and invoicing requirements.
- 5.9. **Updates.** Fees, prices and charges for any new Datasets, Service or new feature of a Service will be effective when we use commercially reasonable efforts to communicate updated fees and charges through our Platform, or other public channels. We may increase or add new fees and charges for any existing Datasets, Services you are using by using commercially reasonable efforts to notify Users through our Platform, or other public channels.

6. Ownership of Intellectual Property

- 6.1. The Platform and the Services and Content contained therein, including any Datasets, media, web applications, mobile applications, software, computer code, metadata, materials, design, text, images, photographs, illustrations, animation, content, text, media files, artwork, graphic material, databases, proprietary information, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all Intellectual Property Rights therein (all of the foregoing, individually and collectively, the **"Eastworlds Assets"**), are our property and/or where applicable, the property of our licensors or suppliers. The Platform may contain materials licensed by third-parties to the Company, and these third-parties may enforce their ownership rights against you in the event that you violate these Terms. Nothing in these Terms shall be interpreted as granting any license of Intellectual Property Rights of the Eastworlds Assets to you other than as explicitly set forth in these Terms. You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any part of the Platform. You may not do anything that infringes, violates or misappropriates the exclusive rights belonging to us.
- 6.2. Under these Terms, **"Intellectual Property Rights"** refer to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **"Eastworlds Trademarks"** means any and all logos, trademarks, service marks, and trade dress associated with the Platform, Services and Content, including the **"Eastworlds"** names or products or service developed by us.
- 6.3. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the "look and feel" of the Platform are service marks, trademarks and/or trade dress that belong to us and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by us in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits the Platform, the Eastworlds Trademarks or the Company.
- 6.4. You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform, the Services or any Content

through the email address provided at the end of these Terms or support channels within the Platform (collectively, **"Feedback"**). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

7. Third-Party Providers and Third-Party Services

- 7.1. The Platform and any Services made available thereon may contain functionality, application, software or services provided by or links to third-party services (**"Third-Party Services"**). We make no warranties or representations, express or implied, in respect of the availability, functionality or content of such Third-Party Services, and you agree that the Company shall not be liable for any loss or damages arising from or in connection with your use of any Third-Party Services. You may be subject to the terms and policies of such relevant third-parties.
- 7.2. When you use the Platform and any Service and any Content made available thereon, you may also be using the functionality, application, software or service of one or more Third Party Providers. Your use of Third-Party Services will be subject to the privacy policies, terms of service or terms of use and similar policies and terms, and fees of those Third Party Providers. You agree that the Company shall not be liable for any loss or damages arising from your use of or the breach thereof of any Third-Party Service. We have no responsibility for any Third-Party Service that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on or to use a Third-Party Service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws. Dealing or correspondence with any third party that provides such content or services is solely between you and that third party. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Services at any time without notice.
- 7.3. The Platform and any Service and any Content made available thereon may contain links to Third-Party Services, and may leverage or plug into such Third-Party Services to enable certain features. We provide the Platform (and the Service and/or Content made available thereon) and access to Third-Party Services only as a convenience, and we do not have control over their content, and we do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or functionality made accessible via the Platform or by those Third Party Providers (including any related website, resources or links displayed therein). We make no warranties or representations, express or implied, about the Platform (including any Content or Service made available thereon) or such linked Third-Party Services, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of the Platform and any Service and any Content made available thereon including any third-party website, applications, or resources. When you click such link, we may not warn you that you have left our Platform.

8. Data Protection and Privacy

- 8.1. In the course of your access and/or use of the Platform or any Service, we may be required to collect, use, disclose and/or process certain data (including personal data) belonging to you. In this regard, we will collect, use, disclose and/or process your personal data in accordance with applicable data protection and privacy laws, and as set out in our Privacy Policy.

9. Limited Warranty and Disclaimer

9.1. GENERAL.

- (a) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE PLATFORM AND ANY SERVICE AND ANY CONTENT (INCLUDING ANY GENERATED RESULTS) MADE AVAILABLE THEREON ARE PROVIDED ON AN "AS IS", "UNDER DEVELOPMENT", "WITH ALL FAULTS" AND "AS AVAILABLE," BASIS FOR USE, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION,

UNINTERRUPTED OR ERROR-FREE USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

- (b) YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES, NOR ITS SUPPLIERS, THIRD-PARTY PROVIDERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY OR THEFT OR MISAPPROPRIATION OF PROPERTY OR ANY OTHER THEORY (EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (II) THE USE OR THE INABILITY TO USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; (V) ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND; (VI) HUMAN ERRORS; (VII) TECHNICAL MALFUNCTIONS; (VIII) FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; (IX) OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON); (X) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; (XI) INABILITY TO FULLY ACCESS THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON OR ANY OTHER WEBSITE; (XII) THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; XIII) TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR (XIV) ANY OTHER MATTER RELATING TO THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. ONLY WHERE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH PROHIBITED LIMITATIONS MAY NOT APPLY TO YOU.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE ACCURATE, (IV) THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON ARE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE SECURE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

- (d) You acknowledge and agree that the Platform, Services and Contents made available thereon (including any Datasets) are subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Platform, Services, Datasets and Content made available thereon and the trustworthiness of any third-party websites, products, or content you access or use through the Platform. Like all software, the Platform and Datasets may be subject to exploits. The Company is not and will not be responsible for exploits of any kind. While the Company has taken a number of precautions to maintain the security of the Platform respectively, this is a nascent technology and it is not possible to guarantee that they are completely free from vulnerabilities, bugs or errors. You accept all risks that arise from using the Platform, including, and not limited to, exploit of the Platform. 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 Platform, Services or Content made available thereon.
- (e) Any and all information provided in connection with your access and use of the Platform, Services or any Content made available thereon should not and may not be construed as legal, tax, investment, financial, professional or other advice. You should not take, and should refrain from taking, any action based on any information contained on the Platform, Services or any Content made available thereon, or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, posts and videos. Before you make any financial, legal or other decisions involving the Platform, Services or any Content made available thereon or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have in respect of the Platform and Services are expressly set out in these Terms (including in the Privacy Policy).

- 9.2. **Limitations of Liability.** To the fullest extent allowed by applicable law, the Company, its parent, subsidiaries, Third Party Providers and affiliates shall not be liable for any loss or damage arising out of your use of, or inability to access or use, the Platform or Services. The Company liability shall never exceed the total fees paid by you to the Company during the six (6) months prior to your making a claim against the Company, USD\$100 or such other amount stated in the Data Agreement, whichever is higher, unless applicable law explicitly disallows this limitation, in which case the Company's liability shall be limited to the fullest extent permitted by applicable law.
- 9.3. **Indemnity.** You hereby agree to defend and indemnify the Company, its parent, subsidiaries, affiliates, service providers, Third Party Providers, licensors and contractors (including the employees, representatives, agents, service providers and contractors of the aforementioned persons) against and from any third party claims, liabilities, losses, injuries, damages, costs or expenses incurred by the Company arising out of or from any violation by you of these Terms or your misuse of the Platform, Services or Datasets.
- 9.4. **Equitable Remedies.** You agree that the Company would be irreparably damaged if the sections of these Terms were not specifically followed and enforced. In such an event, you agree that the Company shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event you breach these Terms; and that the awarding of equitable relief to the Company will not limit its ability to receive remedies that are otherwise available to the Company under applicable laws.

10. Term and Termination

- 10.1. These Terms are effective upon your first access and use of the Platform, and shall remain in effect until it is terminated or superseded by a New Terms, or, if neither of the foregoing events occur, as long as you continue using the Platform.
- 10.2. The Company reserves the right to terminate these Terms at any time for any reason, or for no reason, with or without notice to you. In case of minor violations of these rules, the Company may provide you with a prior warning and/or suspend your use of the Platform due to your non-compliance prior to terminating these Terms.
- 10.3. In the event of a termination of these Terms, you will not be able to use the Platform. The Governing Law and Dispute Resolution provisions of these Terms will survive termination and apply to all Disputes that arose or could have been initiated prior to termination.

11. Governing Law and Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY

- 11.1. **GOVERNING LAW.** Unless these Terms include express language to the contrary, these Terms and all Disputes shall be governed by and construed under the laws of Malaysia without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. This paragraph will be interpreted as broadly as applicable law permits. A “**Dispute**” means any dispute, claim, or controversy (except those specifically exempted below) between you and the Company that relates to any aspect of our relationship, including, without limitation, your use or attempted use of the Platform (including any Service or Content made available thereon), and all marketing related to them, any licensed content, and all matters arising under these Terms, the Company’s Privacy Policy, or any other agreement between you and the Company Company (other than a Data Agreement, disputes under which shall be resolved in accordance with its terms), including the validity and enforceability of this agreement to arbitrate.
- 11.2. **APPLICABILITY OF THIS DISPUTE RESOLUTION POLICY.** This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence. To the fullest extent allowed by applicable law, you and the Company agree to submit all Disputes between us to individual, binding arbitration. A Dispute shall be subject to binding, individual arbitration regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. This includes claims that accrued before you entered into these Terms. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
- 11.3. **INFORMAL NEGOTIATION PERIOD.** In an effort to accelerate resolution and reduce the cost of any Dispute related to, or arising out of, these Terms, you and the Company agree to first attempt to negotiate any Dispute (except as set out in Section 11.6 below) informally for at least thirty (30) days before either party initiates any arbitration or court proceeding. **Notice must be provided within one (1) year of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims.** Negotiations will begin upon receipt of written notice by the party raising the Dispute. The Company will send its notice to your e-mail address or otherwise contact you via the registered telephone number that you have provided to us. You shall send your notice to the Company at hello@eastworlds.io.
- 11.4. **BINDING ARBITRATION.** If a Dispute cannot be resolved through negotiations, either you or the Company may elect to have the Dispute finally and exclusively resolved by binding arbitration. The provision by you of a notice to the Company, containing all of the information referenced above, and your good-faith participation in the Informal Negotiation Period, are prerequisites to commencing arbitration.

- (a) Any dispute as to any matter arising under, out of or in connection with this Agreement (including but not limited to any question regarding its existence, validity or termination) shall be referred to and finally and exclusively determined by arbitration in Kuala Lumpur, Malaysia at the Asian International Arbitration Centre (AIAC) in accordance with the AIAC Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this Section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman (or equivalent position) of the AIAC. The language of the arbitration shall be English. The award by the arbitrator shall be valid, final and binding on each of the Parties. The Parties shall have the right to seek interim injunctive relief from a court of competent jurisdiction, both before and after the arbitrator has been appointed, at any time up until the arbitrator has made its final award. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and the Company shall be responsible for their respective attorneys' fees and expenses.
- (b) THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. The arbitrator may not consolidate disputes against the Company by other individuals or entities unless the Company expressly consents to such consolidation. These Terms provide no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through proceedings on a class or representative basis or using class action procedures. The arbitrator may award any relief that is permitted by applicable law with respect to your individual claim, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than you.

11.5. **CLASS AND COLLECTIVE ACTION WAIVER.** To the fullest extent allowed by applicable law, you and the Company agree that neither you nor the Company may participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or for any non-arbitrable claim pursued in court. The arbitrator and any court shall construe the agreement to arbitrate and the agreement to waive class or collective actions in any manner that will render them enforceable and give them effect. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then entirely void. If any portion of these Terms other than the class action waiver is found illegal or unenforceable, such portion shall be severed and the remainder of these Terms shall be given full force and effect. Any Dispute subject to any such portion of these Terms shall be decided by the arbitrator.

11.6. **EXCEPTIONS TO NEGOTIATIONS AND ARBITRATION.** You and the Company agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration:

- (a) any Dispute seeking to enforce or protect, or concerning the validity of, the Datasets or any of the Company's Intellectual Property Rights;
- (b) any Dispute related to, or arising from, claims that the other party has committed piracy;
- (c) individual actions duly filed in a small-claims court of competent jurisdiction on a non-representative basis; any claim within the jurisdictional limits of the small claims courts;
- (d) enforcement actions pursued through a governmental agency if permitted by applicable law; and
- (e) the Company's right to seek injunctive relief to preserve the status quo pending or during an arbitration.

Claims excluded from arbitration under this section are subject to the choice of law, forum selection, and jury waiver clauses set forth in these Terms.

12. **Data Analytics**

- 12.1. We may collect information from our users through the Platform in order to better understand their needs and usage patterns, which can be used to inform future improvements to the Platform and provide a more personalized experience. Information being collected may include, without limitation, the following:
- (a) users, pageviews, sessions;
 - (b) source (e.g. google, social, direct);
 - (c) time spent on site; and
 - (d) users info (country, browser language).

13. General

- 13.1. You understand and agree that the Platform may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred in contravention of applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (“**EAR**”) and regulations promulgated by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”). You represent and warrant that you: (a) are not subject to any sanctions or export restrictions (including without limitation, U.S. or UN imposed sanctions or export restrictions) and otherwise are eligible to utilize the Platform under applicable laws and regulations; (b) are not located or ordinarily resident in a country or region subject to comprehensive or near-comprehensive sanctions / embargo (including without limitation, U.S. or UN imposed sanctions or embargoes), unless your use of the Platform in such country or region is authorized by applicable law; (c) are not an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party (e.g., Cuban Communist Party, Workers’ Party of Korea) subject to U.S. or UN sanctions/embargo or any other entity in a sanctioned/embargoed country or region or subject to U.S. or UN imposed based sanctions/embargo; (d) are not a person or a person under the control or ownership of a person that is subject to sanctions or otherwise designated on any list of sanctioned, prohibited or restricted parties, whether for terrorism financing, proliferation financing or otherwise, including but not limited to the lists maintained by the United Nations Security Council, the Malaysian government (e.g., the specified entities declared by the Minister of Home Affairs), the Singaporean government, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority; and (e) will not use the Platform in connection with an end-use prohibited by applicable law.
- 13.2. The Company may assign these Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign these Terms without the Company’s prior written consent. Your assignment of these Terms without the Company’s prior written consent shall be void.
- 13.3. The Company may create updated versions of these Terms (each a “**New Terms**”) as its business and the law evolves. These Terms will terminate immediately upon the introduction of a New Terms. New Terms will not be applied retroactively and cannot alter the process for resolving a Dispute between us once you have notified the Company of a Dispute. If you do not wish to be bound by a New Terms, you must immediately cease using the Platform all Services. Your continued use of the Platform or the Services after the Company has published any New Terms constitutes acceptance by you of the New Terms.
- 13.4. The Company’s failure to enforce a provision of these Terms shall not be construed as a (a) waiver of such provision, or (b) diminishment of any right to enforce such provisions. Further, the Company’s may choose to waive enforcement of a provision of these Terms in a particular instance; however, you are still obligated to comply with that waived provision in the future.

- 13.5. Any notices, complaints or queries arising from these Terms or our Privacy Notice will be addressed to:
- (a) if to the Company: hello@eastworlds.io (Attention: Chief Executive Officer)
 - (b) if to you: all notices given by the Company under these Terms shall be given to you either through written notice, email, or website blog post.
- 13.6. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, such as natural disasters, unforeseen intrusions into our cyberspace, war, terrorism, riots, embargoes, acts of civil or military authorities, acts of God, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
- 13.7. Each section herein or part thereof shall be deemed independent and the invalidity or unenforceability of any such section or part thereof shall not affect the validity or enforceability of any other section or the remaining part of the section of these Terms. The provisions in these Terms shall be deemed severable and if at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of these Terms is held illegal, void or invalid, the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby but shall remain binding in accordance with these terms.
- 13.8. These Terms, constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.
- 13.9. Any provisions of these Terms that by its construction are intended to survive the termination of such Terms shall survive.