
Mola Vault

Digital Collectibles

Terms and Conditions

Last updated: 12 November 2022

1. Acceptance of Terms; Modification of Terms

Welcome to the Mola Vault platform of Blue Oceans Brothers Limited, whose address is at 3rd Floor, J & C Building, Road Town, Tortola, British Virgin Islands, VG1110 (“Company”, “we”, “us”, or “our”). These terms and conditions (“Terms”) constitute a legally binding agreement between Company and each registered or unregistered end user (each, a “User”, “you” or “your”) of the Mola Vault platform accessible at <https://molanft.io/> or such other URL as may be designated by Company from time to time, as well as any mobile apps or other related services or applications thereto (collectively, the “Platform”).

The Mola Vault Terms of Service (the “Platform Terms”) set forth [here](#) are incorporated by reference into these Terms, and govern your use of and access to the Platform. In the event of a conflict between these Terms and the Platform Terms, the Terms will supersede and prevail.

Please carefully review these Terms and the Platform Terms. By accessing and using the Platform (including by purchasing any Digital Collectible via the Platform), you are deemed to have read, accepted, executed and agreed to be bound by these Terms (including the Platform Terms as incorporated by reference herein). We may change or amend the Platform or these Terms at any time. Any changes to the Terms will be effective 30 days after the “Last updated” date set out above. You acknowledge and agree that the form and nature of the Platform, and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing features and change any part of the Platform.

IF ANY PROVISION OF THESE TERMS OR THE PLATFORM TERMS OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE OR CONTINUE TO USE THE PLATFORM. YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE TO THESE TERMS OF SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE.

2. Certain Definitions and Interpretation

Any capitalized terms used but not defined in these Terms will have the meaning set forth in the Platform Terms. For the purposes of these Terms, the following capitalized terms will have the following meanings:

“Benefits” means: (a) access to a virtual private member’s club which provides rights to attend music events, festivals and showcases; (b) opportunities to win a number of exclusive benefits, for example an all-expenses paid trip to one of our or our affiliates’ Events in the United States, the United Kingdom, Italy, Singapore, Indonesia or Malaysia (or other jurisdictions as determined by us); and (c) the potential to have access to or participate in other exclusive benefits, each in accordance with the Event schedule (date, time and place) set by the organizer of the Event and as determined by us.

“Company Digital Collectible” means a digital collectible, ticket or pass that is sold directly by or on behalf of Company through the Platform, and that may be associated with certain Benefits (as defined above).

“Digital Collectible” means either a Company Digital Collectible or a User Digital Collectible (as the case may be).

“Dispute” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with these Terms, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of these Terms or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with these Terms.

“Event” means an event to which the holder of a Company Digital Collectible is granted access as part of the Benefits.

“Event Partner” means any person involved in the provision of the Event, such as a Promoter, Venue or owner/operator.

“Promoter” means the person staging the Event if different from us.

“User Digital Collectible” has the meaning given in section 3(2) in these Terms.

“Venue” means any facilities or locations of any nature where the Event is being held.

Unless the context otherwise requires: (a) where the terms refer to any decision being made by the Company, the decision will be at the Company’s absolute discretion; and (b) words in the singular shall include the plural and in the plural shall include the singular.

3. Platform

The Platform may provide you with the opportunity to purchase and sell Digital Collectibles:

(1) Company Digital Collectibles

The Platform allows you to purchase and sell Company Digital Collectibles.

When you purchase a Company Digital Collectible, you own that Company Digital Collectible but you will not receive any Benefits except for those expressly set forth herein.

For clarity, any commitments related to a “one of a kind” digital collectibles, tickets, passes or similar designations that may be made by third parties that are not the Company (such as a Seller User (as defined below) making such a claim with respect to sales of their User Digital Collectibles) are not binding or applicable to the Company and such Company Digital Collectibles are not considered unique digital collectibles, tickets or passes under these Terms.

If you hold a Company Digital Collectible, you shall have rights to certain Benefits.

You understand and agree that the rights connected to the Company Digital Collectible: (a) are conditional upon the acknowledgement and acceptance, by you and any assignee of the rights connected to the Company Digital Collectible, of any codes of conduct or health and safety guidelines governing the access to the Events; (b) also imply acceptance, by you and any assignee of the rights connected to the Company Digital Collectible, of the rules and regulations issued by the competent public safety authority; and (c) are subject to the separate terms and conditions issued by us or an Event Partner applicable from time to time to the sale of tickets giving access to the Venue hosting the Event, incorporated by reference herein.

(2) User Digital Collectibles

The Platform may allow you to purchase and sell digital collectibles, tickets and passes that are owned or controlled by other Users of the Platform, and that those Users have made available to you for purchase via the Platform (“Seller Users”). These digital collectibles, tickets and passes are referred to as “User Digital Collectibles” and the applicable Seller Users will be deemed the provider or seller of User Digital Collectibles. User Digital Collectibles are not owned or controlled by the Company, and the Company makes no representations, warranties or guarantees of any kind with respect to User Digital Collectibles.

We have the right to: (a) remove, delist, or refuse to post, list or allow to be sold any User Digital Collectible from within the Platform for any or no reason; and (b) take any action with respect to User Digital Collectibles that we deem necessary or appropriate, including if we believe that a User Digital Collectible violates these Terms, infringes any intellectual property right of any person or entity, threatens the personal safety of others or the public, or could create liability for the Company or other Users.

Users that buy or otherwise acquire Digital Collectibles via the Platform are referred to as “Buyer Users”.

For Seller Users: By providing, or selling a User Digital Collectible through the Platform, you hereby represent and warrant that you own all legal right, title and interest linked or associated with such digital collectible, ticket or pass, you are authorized by the owner to provide or sell the User Digital Collectible on the Platform. You further represent and warrant that you will not provide or sell any User Digital Collectible that includes or otherwise incorporates into the User Digital Collectible any virus, bug, malicious code or other code which could be used to commit fraud or otherwise cause harm (against a Buyer User, the Company, or any other person or entity).

For Buyer Users: In certain cases, we may help to evaluate or provide you with information about a Seller User. However, such information is provided for informational purposes only.

You bear full responsibility for verifying the authenticity, legitimacy, identity of any Digital Collectible you purchase on the Platform. We make no guarantees or promises about the identity or legitimacy of any Seller User, or authenticity of any Digital Collectible on the Platform.

Company uses commercially reasonable efforts to develop the software and technology underlying the Company Digital Collectibles using the services of competent and professional service providers in the industry, with the intent to provide the functionality set forth in the Platform Terms and any other Company terms governing such Company Digital Collectibles. However, Buyer Users are purchasing such Digital Collectibles at their own risk, and we will not be liable or responsible to you for any failure in the intended function of such Digital Collectibles, or any bugs, viruses, malicious code or other code which may be incorporated into any such Digital Collectibles which could be used to commit fraud or otherwise cause harm. Buyer Users are purchasing all Digital Collectibles on the Platform at their own risk.

4. User Accounts and Wallets

You may browse offerings on the Platform without creating a user account. However, to transact on the Platform (such as purchasing or selling Digital Collectibles), you will need to create a dedicated user account (each such account, your “Platform Account”) by connecting your Non-Custodial Wallet. Section 4 of the Platform Terms (User Accounts; Registration Data) will apply to your Platform Account. You may not attempt to conceal your identity by using multiple Platform Accounts or email addresses, or by any other means, to conduct transactions on the Platform via multiple accounts. You are solely responsible for the security of your Platform Account.

When you buy or sell Digital Collectibles using your Platform Account, you may choose to link your own non-custodial digital wallet, such as Metamask or our own non-custodial digital wallet (“Non-Custodial Wallet”) with your Platform Account (provided, however, that you must link your Non-Custodial Wallet to your Platform Account in order to receive any Digital Collectibles purchased on the Platform). Non-Custodial Wallets allow you to purchase, store and engage in transactions involving Digital Collectibles and other digital assets when using the Platform. You may elect to receive or transfer Digital Collectibles into your Non-Custodial Wallet, subject to such functionality being made available on the Platform. By using Non-Custodial Wallets in connection with the Platform, you agree that you are using such Non-Custodial Wallets under the terms and conditions of the applicable providers of Non-Custodial Wallets. For example, for the Metamask wallet, those terms and conditions are available at <https://metamask.io/terms.html>. Third party Non-Custodial Wallets are not associated with, maintained by, supported by, or affiliated with Company. Company accepts no responsibility or liability to you in connection with your use of a third party Non-Custodial Wallet, and makes no representations or warranties regarding how the Platform will operate with any specific third party Non-Custodial Wallet. The private keys necessary to decrypt a Non-Custodial Wallet are held solely by you, and not by Company. Company has no ability to help you access or recover your private keys for your Non-Custodial Wallet, so please keep them in a safe place.

5. Digital Collectibles Transactions

The Platform may facilitate transactions for purchases and sales of User Digital Collectibles between Buyer Users and Seller Users. However, we may not be a party to any sales agreements between Buyer Users and Seller Users on the Platform, and we're not responsible for any breach or default by a Seller User or a Buyer User. That said, we reserve the right to be the final decision maker on any disputes arising from purchases of User Digital Collectibles via the Platform, including in connection with any purchase method.

If you have a dispute with one or more Users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

You are responsible for your interactions with other Users. Company reserves the right, but is not obligated, to monitor interactions between Users, and Company is not liable for your interactions with other Users, or for any User's actions or inactions. You may not buy or sell Digital Collectibles on the Platform if you are under 18 years of age, or in the case of a jurisdiction where the minimum age for contracting is higher than 18 years of age, such different age.

In order to transact on the Platform, we or our service providers may require you to provide additional information and documents as desirable, or as required by applicable law or regulation, including laws related to anti-money laundering and countering the financing of terrorism and proliferation financing. In such cases, we may pause or cancel your transactions within the Platform and freeze any funds associated with your transactions until we, and/or our service providers, have reviewed the provided information and documentation and accepted it as satisfying the requirements of applicable law as interpreted by us in our absolute discretion. If you do not provide complete and accurate information and documents in response to such a request, we reserve the right not to process your transactions on the Platform. You acknowledge that there may also be a time delay between the time when you submit such information and when we and/or our service providers are able to complete any anti-money laundering, know-your-client, sanctions screening or similar checks.

If you have reason to believe that a Digital Collectible listed on the Platform was illegally obtained or created, please contact us immediately at the contact information set forth at the bottom of these Terms. If we determine from the evidence that the Digital Collectible was illegally obtained or created, we will attempt to remove or hide it from the Platform or disable trading of it via the Platform and reserve the right to disclose such information proactively to law enforcement in any jurisdiction.

You acknowledge, understand and agree that the Platform is provided for commercial and not investment purposes. You further acknowledge, understand and agree that a Digital Collectible is not an investment and the Platform is not an investment exchange. As such you acknowledge, understand and agree that neither the Company nor the Platform is regulated or licensed in any jurisdiction including the British Virgin Islands and that no compensation will be payable in the event of the Company's or the Platform's failure.

6. Intellectual Property

As between any User and Company, Company retains all right, title and interest in and to the Platform, throughout the world, in perpetuity. All intellectual property rights in and to the Platform are considered “Platform IP” as set forth in the Platform Terms.

7. Purchase Terms

Company or Seller User will provide a “Buy Now” feature that allows you to pay for a Company Digital Collectible or User Digital Collectible, as applicable at a specific price (“Purchase Price”). The Purchase Price will not include any applicable shipping and related costs and charges, transaction costs, including but not limited to GAS fees, conversion fees, payment fees and other platform fees, any applicable duties, goods, sales use, compensating or service tax or VAT (whether imposed by the British Virgin Islands or any other jurisdiction) (collectively “Service and Delivery Fees”). All Service and Delivery Fees will be stated separately to the Purchase Price at the point of purchase.

If you purchase such a lot at the “Buy Now” price, these Terms will apply to the purchase. You must pay for the purchase via the currency specified by Company, which may be in US dollars or cryptocurrency. Any additional charges applicable to use of your chosen payment method will be payable by you and will be for your account. It is prohibited to obtain or attempt to obtain any Digital Collectible through unauthorized use of any robot or other automated device or software or any other illegal or unauthorized activity. We and/or Event Partners reserve the right to cancel any Digital Collectible or other ticket or pass related to an Event or Benefit which we or the applicable Event Partner reasonably suspect to have been made in breach of these provisions without notice to you and any and all Digital Collectibles purchased as part of such transaction will be void.

Digital Collectibles may be restricted to a maximum number or sold subject to certain restrictions on entry or use, such as restricted or obstructed or a minimum age for entry. Any such restriction shall be displayed on the Platform, the applicable Event website or otherwise notified to you. It is your responsibility to ensure that you read all notifications displayed on the Platform, or any Event website. We reserve the right to cancel Digital Collectibles purchased in excess of the maximum number, without prior notice.

8. Verification and Payment

In order to make a purchase through the Platform, you may be subject to certain identity verification and other know-your-customer-type reviews by Company and/or our service providers. While you may register and obtain an Platform Account without completing this process and undergoing such reviews as we and/or our service providers deem necessary to comply with applicable law and our or our service providers’ internal policies, you will not be able to receive any purchased Digital Collectibles prior to completing the process to our and our service providers’ satisfaction. If, in our opinion, you do not satisfy our purchaser identification and registration procedures in our absolute discretion, we may refuse to register you to permit your participation in the sale.

You may pay for a Digital Collectible purchased on the Platform using cryptocurrency or fiat, or other payment method authorized by us or our service providers. Company does not process any payments made on or through the Platform. We use the services of third party service providers, to enable the processing of purchase and sale transactions of Digital Collectibles via the Platform. You must pay the purchase price within 24 hours after confirming the purchase, or such other time as may be specified in the particulars of the Company Digital Collectible or User Digital Collectible sale.

You may link one or more payment methods to your Platform Account, including a third-party provided cryptocurrency wallet or such other payment method as we or our service providers may authorize in our or their absolute discretion. By using such payment method to make a purchase on or through the Platform, you represent and warrant that you are authorized to use the payment method you use via the Platform and you have sufficient funds to make any purchase. You authorize us (or the provider of any subscription to which you subscribe) to charge your payment method for the total amount of your purchase (including any and all applicable taxes). Your order may be suspended or cancelled for any reason, including if the payment method cannot be verified, is invalid or is otherwise not acceptable. Any holds on your account by any other payment processor are solely your responsibility. Your order may be suspended or cancelled for any reason, including if the payment method cannot be verified, is invalid or is otherwise not acceptable. Other payments terms for purchases may be presented to you by one or more of our service providers.

Processing orders when you purchase a Digital Collectible may take multiple days. When you pay for your purchased Digital Collectible, regardless of payment method, your funds and the purchased Digital Collectible are subject to a holding period. During this period, we and our service providers conduct the identity verification procedures discussed above and ensure that your payment has been received by our service provider and is not subject to any chargebacks or other issues. At the end of the holding period, Company or Seller User (as applicable) will transfer the purchased Digital Collectible to your designated Non-Custodial Wallet.

You are responsible for providing Company (or Seller User, as applicable) with a complete and accurate address for your designated wallet (including any Non-Custodial Wallet) for receipt of any purchased Digital Collectibles. You are solely responsible for any errors that may occur in such transfer due to providing us incorrect information about your wallet, its keys, or other relevant information required to facilitate such transfer. The terms of transmission for any User Digital Collectible will be as agreed between the Seller User and Buyer User.

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 that you engage in via the Platform, or any other payment or transactions that you conduct via the Platform. Please note, save as set out in Section 13, **we do not provide refunds for any purchases that you might make on or through the Platform – whether for Digital Collectibles or anything else.**

You will be solely responsible for the payment of any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of the Platform, Company

Digital Collectibles or User Digital Collectibles, except for income taxes levied on us as a result of any such purchases of Digital Collectibles.

9. Conditions of Event Admission and Attendance

We and/or Event Partners reserve the right to (a) refuse the holder of a Digital Collectible admission to any Venue in reasonable circumstances including for health and safety reasons; and (b) request that the holder of a Digital Collectible leave any Venue at any point on reasonable grounds and may take any appropriate action to enforce this right.

No refunds will be given to holders of Digital Collectibles who are refused entry or rejected in such circumstances.

10. Restrictions and Prohibitions

Any Digital Collectible cannot be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by us and the Event Partners, provided that even if such consent is obtained, use of our and the Event Partners' intellectual property is subject to our and the applicable Event Partners' prior written consent.

We and/or Event Partners reserve the right to place restrictions on the items and materials which holders of Digital Collectibles may bring into any Venue or display or distribute (whether for free or not) at the Event (for example, alcohol, illegal substances, potential weapons, marketing materials etc.).

The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside any Venue is strictly prohibited. Unauthorized recording equipment, recordings, tapes, films or similar items may be confiscated. Any recording made of an Event in breach of these conditions shall belong to us or the Event Partner(s) (as applicable).

We and/or Event Partners reserve the right to conduct security searches from time to time and confiscate any item which, in our or the applicable Event Partner's reasonable opinion, may cause danger or disruption to other Event attendees or is one of the items not permitted in the applicable Venue.

We and/or Event Partners reserve the right to place restrictions on re-admissions to any Venue during an Event.

11. Feedback

You may choose to submit feedback, comments, ideas or other feedback about the Platform (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback 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.

12. Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing and holding digital collectibles, tickets and passes and using blockchain technology. These include, but are not limited to, risk of losing access to a digital collectible, ticket or pass (including the Company Digital Collectible) due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory or law enforcement intervention in one or more jurisdictions, risks related to taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks.

The prices of collectible blockchain assets are extremely volatile and subjective and collectible blockchain assets have no inherent or intrinsic value. Each Company Digital Collectible has no inherent or intrinsic value.

A “cryptocurrency” may not meet the legal requirements to qualify as money, currency and/or legal tender in any jurisdiction from time to time. There are risks associated with using an Internet-based “cryptocurrency”, including, but not limited to, the risk of hardware, software and Internet connections failing or being compromised, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to, and to information stored within, your electronic wallet. You accept and acknowledge that we will not be responsible for any failures, disruptions, errors, distortions or delays you may experience when using any blockchain network, or the internet, however caused. You acknowledge that you have obtained sufficient information to make an informed decision to purchase a Digital Collectible, including carefully reviewing the Digital Collectible and fully understand and accept the functions of the same.

The regulatory regime governing blockchain technologies and cryptocurrencies is uncertain, and new regulations or policies may materially adversely affect the development of the Platform, and therefore the potential utility or value of your Company Digital Collectibles. Upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain networks may have unintended, adverse effects on all blockchains, including any that are related to your Company Digital Collectibles.

Any purchase or sale you make, accept or facilitate outside of the Platform of a digital collectible, ticket or pass will be entirely at your risk. We do not control or endorse purchases or sales of digital collectibles, tickets or passes outside of the Platform. We expressly deny and disclaim any liability to you and deny any obligation to indemnify you or hold you harmless for any losses you may incur by transacting, or facilitating transactions, in digital collectibles, tickets or passes outside of the Platform.

We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in operating the Platform, when and to the extent such failure or delay is caused by or results from any events beyond Company’s ability to control, including acts of God, flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial

disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

A Digital Collectible is not an investment and the Platform is not an investment exchange. As such neither the Company nor the Platform is regulated under the laws of the British Virgin Islands. Neither the Company nor the Platform has any licence issued by British Virgin Islands regulator or other government agency. There is no compensation available to Users in the event of the Company's or the Platform's failure, or insolvency of the Company.

13. Event Cancellation and Postponement

If an Event is cancelled and not rescheduled (a "Cancelled Event"), Company will use its reasonable endeavours to notify you using the details you provided in your Platform Account (Company does not guarantee that you will be informed of such cancellation before the date of the applicable Event). The Company shall not be liable for any losses, costs, expenses, damages, refunds and other liabilities arising as a result of the Cancelled Event, save that: (a) if the applicable Event is the only Benefit associated with your Company Digital Collectible, you will (unless Company at its absolute discretion determines otherwise) be refunded the Purchase Price for such Company Digital Collectible or (b) if the applicable Event is one of the Benefits associated with your Company Digital Collectible, you will (unless Company at its absolute discretion determines otherwise) be offered a proportionate partial refund of your Company Digital Collectible (as determined by us) corresponding to the value of your ticket to the Event (in each case, Service and Delivery Fees may be non-refundable).

If an Event is postponed, the Company will work with you, on a case-by-case basis, to attempt to resolve the issue, including arranging tickets for the rearranged Event to be provided to you. Company shall not be liable for any losses, costs, expenses, damages, refunds and other liabilities arising as a result of any rearranged Event, save that: if you notify us at least forty-eight hours before the rearranged Event that you are unable to attend such rearranged Event, then (a) if the applicable Event is the only Benefit associated with your Company Digital Collectible, you will (unless Company at its absolute discretion determines otherwise) be refunded the Purchase Price for such Company Digital Collectible or (b) if the applicable Event is one of the Benefits associated with your Company Digital Collectible, you will (unless Company at its absolute discretion determines otherwise) be offered a proportionate partial refund of your Company Digital Collectible (as determined by us) corresponding to the value of your ticket to the Event (in each case, Service and Delivery Fees may be non-refundable). Failure to notify Company by the applicable deadline that you are unable to attend the rearranged Event will be deemed to be an acceptance of the rearranged Event and you will not be able to claim any refund.

If an Event is fundamentally altered (as determined by Company in its good faith opinion) and you notify Company at least forty-eight hours before the fundamentally altered Event that you do not wish to attend such fundamentally altered Event, then (a) if the applicable Event is the only Benefit associated with your Company Digital Collectible, you will (unless Company at its absolute discretion determines otherwise) be refunded the Purchase Price for such Company Digital Collectible or (b) if the applicable Event is one of the Benefits associated with your

Company Digital Collectible, you will (unless Company at its absolute discretion determines otherwise) be offered a proportionate partial refund of the Purchase Price of your Company Digital Collectible (as determined by us) corresponding to the value of your ticket to the Event (in each case, Service and Delivery Fees may be non-refundable). Failure to notify Company by the applicable deadline that you do not wish to attend the fundamentally altered Event will be deemed to be an acceptance of the fundamentally altered Event and you will not be able to claim any refund. The Company is not responsible for any other Event changes, such as partial performances, venue, line-up or time changes. No refunds or credits will be issued under such circumstances.

To claim a refund in the circumstances set out in this Section 13, please follow the instructions we provide to you.

14. Event Liability

Personal arrangements including travel, accommodation or hospitality relating to any Event or Benefit which have been arranged by you are at your own risk. Our and the Event Partners' liability to you in connection with any Event or Benefit (including, but not limited to, in the event of cancellation, rescheduling or material change to the Event or Benefit) shall be limited to the price paid by you for the applicable Digital Collectible in respect of such Event (excluding any other fees (Service and Delivery Fees or otherwise)).

Neither we nor the Event Partners will be responsible for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and/or by Event Partners) in connection with any Event or Benefit: (a) in any circumstances where there is no breach of a legal duty of care owed by us or the Event Partners; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence); or (c) to the extent that any increase in any loss or damage results from breach by you of any of these Terms and/or any terms and conditions of the Event Partners.

Nothing in these Terms seeks to exclude or limit our or the Event Partners' liability for death or personal injury caused by our or the Event Partners' (as relevant) negligence, fraud or other type of liability which cannot be excluded or limited by law.

15. Restrictions on Resale

You shall not resell or transfer any Digital Collectible, or any tickets issued in connection with any Event or Benefit if prohibited by law.

Organisers of an Event may further restrict the resale or transfer of Digital Collectible or tickets in connection with such Event or Benefit and you must comply with the same and your compliance with the same is a condition of such Digital Collectible or tickets entitling the bearer thereof to entry or access to the applicable Event or Benefit.

16. Applicable Law and Jurisdiction

These Terms and any Dispute shall be governed by and construed in accordance with the laws of England and Wales.

If you have an issue or complaint, please first contact us at info@molachillclub.com. We will use reasonable endeavours to resolve your issue or address your complaint. If we are unable to resolve your issue or address your complaint, you may refer your issue or complaint to:

Name:

Centre for Effective Dispute Resolution

Address:

70 Fleet Street
London
C4Y 1EU
United Kingdom

Contact information:

Email address: applications@cedr.com

Website: <http://www.cedr.com/idrs>

Phone: 02075203800

Please note that we are not obliged to submit to the above alternative dispute resolution (ADR) procedure.

If any Dispute is still outstanding following the internal complaints procedure or if applicable, the ADR procedure, such Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA (the “Rules”), which are deemed to be incorporated by reference into this section (save that any requirement in the Rules to take account of the nationality of a person considered for appointment as an arbitrator shall be disappplied and a person may be nominated or appointed as an arbitrator (including as chairman) regardless of nationality). There shall be three arbitrators, two of whom shall be nominated by the Company and you in accordance with the Rules and the third, who shall be the Chairman of the tribunal, shall be nominated by the two-nominated arbitrators within fourteen (14) days of the last of their appointments. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. Judgment on any award may be entered in any court having jurisdiction thereover.

17. Contact

General questions or comments about the Platform or these Terms should be sent either by mail using DHL (or another equivalent international courier service) to Blue Oceans Brothers Limited, at 3rd Floor, J & C Building, Road Town, Tortola, British Virgin Islands, VG1110, or email to info@molachillclub.com.