

# TERMS AND CONDITIONS

Last updated: 09.12.2022

## 1. INTRODUCTION AND YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS

Welcome to our website [qvrse.io](https://qvrse.io) (the "Qvrse Website"), the platform <https://dapp.qvrse.io/> (the "Qvrse platform"), and the wallet <https://app.qvrse.io/> (the "Qvrse wallet").

HAZEL LABS d.o.o. (hereinafter: "HAZEL LABS d.o.o.", "Qvrse", the "Company", "we", "our", "us") is a company registered in Ukmarjeva 2, Ljubljana, Slovenia, that manages the Qvrse Website, Qvrse Wallet (defined below) and the Platform (defined below) and all the services provided therein ("Services"). These Terms and Conditions ("*Terms*") govern your access to the Qvrse Website and your use of it. You will have to agree to them before you use our Services. This agreement contains crucial information regarding your rights, obligations, conditions, limitations and exclusions that might apply to you.

These Terms apply to all users of the Qvrse Website, Qvrse Wallet and Qvrse Platform (together "you", "your" or "Users") unless stated otherwise.

No information contained in or on, and no part of the below mentioned shall constitute part of these Terms, and no representations, warranties or undertakings are intended or purported to be given by the Company in respect of any information contained in or on, or any part of:

- a) the finalised, published and adopted version of the Whitepaper (accessible at: <https://whitepaper.qvrse.io/>) or any other documents published on the Qvrse Website;
- b) all the official social media channels of the Company, including Twitter, Facebook, LinkedIn, as well as any other channels elected by the Company at any time (collectively referred to as "Channels").

These Terms contain an ARBITRATION PROVISION that requires all claims to be resolved by way of LEGALLY BINDING ARBITRATION. The terms of the arbitration provision are set forth in Article 25, "Dispute Resolution, Arbitration Clause", hereunder.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. BY USING QVRSE WALLET AND/OR WEBSITE/PLATFORM OR ACCESSING OR USING OUR SERVICES IN ANY OTHER WAY, YOU CONFIRM THAT

YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. WE ARE ONLY WILLING TO MAKE OUR SERVICES AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OR ANY PROVISION HEREIN, YOU MAY NOT ACCESS OR USE OUR PLATFORM AND THE SERVICES WE PROVIDE ON IT.

YOU ARE FULLY RESPONSIBLE FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF THE QVRSE TOKENS YOU OBTAIN ON OUR PLATFORM. DESPITE INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, WE MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF THE QVRSE TOKENS ON OUR PLATFORM.

By using our services, you affirm that you are of legal age (according to your country's legislation) to enter into these Terms. If you are using our Services on behalf of an organization or company, you affirm that you have the legal authority to bind them to these Terms.

You may not use our services if you: do not agree to these Terms; are not of legal age (according to your country's legislation) to enter into these Terms; or are prohibited from accessing or using our Platform by applicable law.

The Company reserves the right to change or modify any of the terms and conditions contained in these Terms (or any policy or guideline of the Company) at any time and in its sole discretion by providing notice that these Terms have been modified. Such notice may be provided by sending an email, posting a notice on the Qvrse Website, posting the revised Terms on the Qvrse Website and revising the date at the top of these Terms, or such other form of notice as determined by the Company. Any changes or modifications will be effective 7 days after providing notice that these Terms have been modified (the "*Notice Period*"). Your continued use of the Qvrse Website, Platform and Services following the Notice Period will constitute your acceptance of such changes or modifications. You are advised to review these Terms whenever you access the Qvrse Website, Platform and Services and at least every 30 days to make sure that you understand the terms and conditions that will apply to your use of the Qvrse Website, Platform and Services.

## **2. DEFINITIONS AND EXPLANATIONS**

**The Qvrse platform (Platform):** means a blockchain ecosystem that includes the Qvrse dAPP. Qvrse is the first web3 platform where brands use NFTs and DAOs to create a unique community experience. The platform offers a one-stop shop for Decentralized autonomous organizations (DAOs) offering a DAO business environment where DAOs will be able to find features for DAO deployment, NFT mint, and business performance. The Platform dApp runs on the Ethereum and Polygon protocols featuring the ERC20 standard tokens and NFTs.

**The Qvrse Website:** means the Qvrse website, accessible at: <https://qvrse.io/>

**The Qvrse Wallet:** means a non-custodial program application that stores public keys and interacts with applicable cryptocurrency blockchain network(s) to enable Users to send and receive cryptocurrencies (including QVRSE Tokens and MATIC tokens) and monitor their balance, created by Qvrse.

**Blockchain Wallet:** means a program application that allows you to hold and transfer digital assets (including QVRSE Tokens) and monitor their balance, by connecting to and interacting with a particular blockchain network. There are two types of Blockchain Wallets: custodial and non-custodial. Custodial wallets on one hand store private and public keys, while non-custodial wallets on the other hand store only public keys and are generally perceived as more secure. QVRSE Wallet is a non-custodial wallet. You need a Blockchain Wallet to register an Account (defined below).

**Services:** means all the services and functions provided on the Qvrse Website, the Qvrse Platform, and the Qvrse Wallet.

**NFT:** stands for non-fungible tokens, which are specialized types of cryptographic tokens and represent unique digital assets. This sets them apart from fungible tokens, which include Bitcoin, Ethereum, and even our own Qvrse Token. NFT's, like all cryptographic tokens, are created with the help of smart contracts and usually fall within the ERC-721 token standard.

**NFT mint:** means publishing a unique digital asset on a blockchain so that it can be bought, sold, and traded.

**Decentralized Autonomous Organization (DAO):** DAO is an organization represented by rules encoded as a computer program that is transparent, controlled by the organization members, and not influenced by a central authority. The financial transaction record and program rules of a DAO are immutably maintained on a blockchain. You can think of them as an internet-native business that's collectively owned and managed by its members. They have built-in treasuries that no individual has the authority to access without the approval of the group. Decisions are governed by proposals and voting to ensure everyone in the organization has a voice. There's no CEO who can authorize spending based on their own whims and no chance of a dishonest CFO manipulating the books. Everything is out in the open and the rules around spending are integrated into the DAO via its code.

**DAO Members:** One becomes a DAO Member, by holding the ERC20 standard DAO Membership Tokens and staking them in that DAO.

**Qvrse DAO:** is assembled from the Qvrse Token holders and is the flagship DAO whose members have the voting power to decide which DAOs can become part of the Qvrse Platform. One can become the Qvrse DAO member by holding the Qvrse token and by staking it in the Qvrse DAO.

**dApps:** means Decentralised Applications, which are software applications and digital platforms that have their backend code running on a decentralized network and not a centralized server. They use the blockchain for data storage and Smart Contracts for their app login.

**Smart Contract:** means computer code that executes a predetermined function allowing two or more parties to initiate and carry out a transaction without the use of a traditional intermediary or another third party. Smart Contracts are transparent and unchangeable, making it impossible for one party to alter the terms of the contract in their favor after their creation. Smart Contracts can involve any number of players located anywhere in the world, thanks to blockchain technology.

**Qvrse Token:** means an ERC20 standard utility token based on the Ethereum protocol.

**DAO Membership Tokens:** means an ERC20 standard token that is deployed by the DAOs. When DAO is voted in by the Qvrse it deploys its own DAO Membership Token which is only used for the purpose of governing this specific DAO and thus functions as a governance token.

**ERC20 Token:** ERC-20 is the technical standard for fungible tokens created using the Ethereum blockchain. ERC-20 guides the creation of new tokens on the Ethereum blockchain so that they are interchangeable with other tokens used within smart contracts.

**Qvrse Stake:** means a function of the Qvrse DAO where individuals can stake their QVRSE Tokens. The Qvrse Tokens are staked for an indefinite period with a 30 day lock-in period starting on the first day of the Stake Period. By staking the Qvrse Tokens, Qvrse DAO Members get voting rights. If they exercise their voting rights, Qvrse DAO Members are rewarded with Qvrse Tokens. Qvrse DAO Members can choose to discontinue Qvrse Stake at any time after the initial 30 day lock-period.

**Lock-in Period:** means an initial 30 day period starting from the day the Qvrse Tokens or DAO Membership Tokens are staked, during which the Qvrse Tokens can not be exchanged, converted or transferred.

**DAO Membership Token Stake:** means the same function as the Qvrse stake but for the DAO Membership Tokens.

**Stake Period:** means a period of time during which tokens are “staked” by the Users through the stake function.

**Polygon protocol:** means the Polygon blockchain protocol. The Polygon blockchain protocol works on top of the Ethereum blockchain and functions as a Layer 2 solution protocol and addresses the drawbacks of the Ethereum protocol,

namely slow transaction processing speed and high transaction fees. It uses MATIC tokens for governance and security, as well as for paying transaction fees.

**Ethereum protocol:** The Platform will run on the Ethereum and Polygon blockchain protocols. The Ethereum blockchain protocol is an open-source software platform that developers can use to create cryptocurrencies and other digital applications. Ethereum is the most actively used blockchain known for providing a distinct and accommodating developer experience. It features the Ethereum Virtual Machine (EVM), a unique software system that allows developers to launch any dApp regardless of the underlying coding language and its own programming language known as Solidity for coding smart contracts.

### **3. SERVICES**

Qvrse Platform provides the Services which are described in the following section.

The Qvrse Platform runs on the Ethereum and Polygon protocol. It features the ERC20 standard tokens and NFTs. Qvrse Platform is a blockchain ecosystem developing features for DAOs to drive their own activities inside the blockchain space. Users are going to be able to deploy a DAO, mint and sell NFTs, and deploy a DAO Membership Token.

The main purpose of the Qvrse Platform is to offer an environment for the “community first” business model where brands are being built with and around the community. Using a DAO structure, communities and DAO members can interact on another level. By using Qvrse Platform one can build the community by offering different NFT experiences or expand an existing community with and around NFT experiences. In the context of Qvrse Platform the NFTs have the following basic functions, depending on the main purpose of the DAO:

- **THE NFT PRODUCT ACCESS:** NFTs as a sign of community membership, providing access to brand’s exclusive or pre-ordered products.
- **THE NFT LOYALTY PROGRAMS:** Rewarding the loyalty of community members and offering unique benefits and giveaways.
- **COMMUNITY ENGAGEMENT AND FEEDBACK:** Community members can get involved in the development of the brand’s content or products by an NFT vote.
- **ACCESS THE AFTERMARKET:** Community members own their loyalty programs and the NFT resales can be split between the brand and community members.

Qvrse DAO members must first vote in the DAOs on the Platform.

DAOs applying to enter the platform are required to provide basic information about their project so Qvrse Members are able to make an informed decision

regarding the voting process. Qvrse retains the right to change the scope of information DAOs need to provide upon the entry on the Qvrse Platform.

After the project is voted in on the Qvrse platform, DAO is deployed. DAO member(s) must deploy a DAO Membership Token that is only used for the purpose of DAO governance.

After the DAO and DAO Membership Token are deployed, a DAO Member is able to mint an NFT that will have the function in accordance with this DAO's purpose. However, only an NFT purchase is not enough to make one a DAO member! One must hold a DAO Membership Token to be a DAO Member.

All transactions between the parties on the Qvrse Platform are based on the underlying Smart Contracts and are actually executed on the Ethereum and Polygon protocol. You acknowledge that executed transactions are non-refundable and final. You can not change or reverse any transaction - whether completed or pending. Qvrse does not accept any returns or provide refunds for the purchase of the Tokens or NFTs unless explicitly stated otherwise in these Terms.

#### **4. The QVRSE Tokens**

The QVRSE Token is an ERC20 standard utility token that utilizes the Ethereum and Polygon protocols. Holders may use the Qvrse Tokens in the Qvrse Platform.

Holders of the Qvrse tokens, staking their tokens inside the Qvrse DAO are Qvrse DAO members. Qvrse token thus functions as a membership token.

Qvrse DAO members have the voting right in Qvrse DAO. Qvrse token thus also functions as a governance token.

Qvrse DAO members will have access to the modules and (exclusive) functionalities built on the Qvrse platform. Qvrse token thus functions as a license as well.

Qvrse Tokens are burnable. Token burning happens when a cryptocurrency token is intentionally sent to an unusable wallet address to remove it from circulation. Tokens are burned to reduce the overall supply of tokens. The address, which is called a burn address, can't be accessed or assigned to anyone.

Qvrse Tokens are also mintable. Mintable tokens are tokens with a non-fixed total supply. This enables us to mint more tokens when needed. However, there is a hard cap on the amount of Qvrse Tokens that can exist at the same time, which is set at 100 million Qvrse Tokens.

##### **4.1. QVRSE Token Stake**

The blockchain technology solutions that we use on Qvrse Platform allow us to set up a system where the holders of Qvrse Tokens can stake their Qvrse Tokens in

the Qvrse DAO so they are able to exercise their voting right and get rewarded without the need for a third party or intermediary to govern the transaction, which is instead governed by the code itself. Stake Period is indefinite with an initial 30 day Lock-in Period.

Qvrse DAO Members must actually exercise the voting rights in order to get the reward. The reward for exercising the voting right in the Qvrse DAO is in Qvrse tokens which are available to the Qvrse DAO Member as soon as the voting ends.

Qvrse DAO members hereby acknowledge that they will not be able to exchange, convert or transfer the Qvrse Tokens which are staked through the Stake function of the Platform for the Lock-in Period. After the Lock-in Period ends the Qvrse Tokens can be exchanged, converted or transferred.

Qvrse is not responsible or liable for any fluctuations and small or significant changes in price during the Lock-In Period, any malfunctions, changes or termination of the Platform or any other changes which may happen during the Lock-In Period.

If the Qvrse platform ceases to operate during the Lock-In Period, the Qvrse Tokens which were staked through the Stake function of the Platform can be accessed on the Polygon network.

We reserve the right to modify any types, rates and schedules of the Qvrse Token stake functionality.

## **5. DAO Membership Tokens**

DAOs that are voted on the platform by the Qvrse DAO Members must deploy their own DAO Membership Token that is only used for the purpose of governing this DAO. Thus, DAO Membership Token only functions as a governance token that enables its holder to exercise the voting rights in the DAO and makes him a DAO Member. In order to be able to exercise voting rights DAO Membership Tokens have to be staked in the DAO. DAO Members can discontinue staking and stop being a DAO Member at any time after the initial 30 day Lock-In Period. There will be no rewards for exercising voting rights in a DAO.

## **6. ACCOUNT LOGIN/REGISTRATION**

In order to use the Qvrse Platform you should first install a web browser (Google Chrome, Mozilla Firefox, etc.).

You are responsible for providing all the necessary equipment and software to connect to our Services. Any potential fees (e.g. internet connection fees) that you sustain when accessing our Services are solely your responsibility.

In order to access the Services Users must first register with the Company and create a user account ("Account") Anyone can browse on the Qvrse website without creating the Account.

## **6.1. Login / Register on the Qvrse platform**

You can create your Account on the Qvrse platform by using a Blockchain Wallet. Qvrse is not accountable for your use of such third-party services.

In order to be able to login on the Qvrse platform, the User has to connect his account on the Qvrse Platform with his Blockchain Wallet. If the Blockchain Wallet is connected with the Qvrse Platform for the first time that means the User is not yet registered on the Qvrse Platform so User will be required to create an Account.

When creating an Account the user is required to pick a username and provide his email. DAO Members deploying their own DAOs will be submitted to KYC/AML requirements.

After you have registered your Account you will receive a verification email with your Account information and a verification link. You will need to verify your Account by clicking the link that you have received in the verification email. You also agree to:

- a) provide accurate, current, and complete information as may be prompted by the registration forms via the Qvrse Platform ("Registration Data");
- b) not create another Account if we have disabled your Account or buy, sell, rent or lease access to it or to your username, without prior written permission of the Company;
- c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current, and complete; and
- d) accept all risks of unauthorized access to the Registration Data and the Blockchain Wallet and any other information you provide to the Company.

We reserve the right to reclaim usernames without liability to you. We may terminate the Account of anyone who does not comply with our verification or security requests, or otherwise violates the foregoing rules, and such individuals may be held liable for losses incurred by the Company or by any third party due to their non-compliance and/or violation of rules.

Upon full registration, you submit an offer to enter into a contractual relationship with the Company based on these Terms. Agreement between you and the Company is concluded with the confirmation of the registration by the Company. Upon successful completion of the registration process, the Company will establish your Account.

You are bound to notify us immediately if you discover or suspect any security breaches related to your Account or to the Services provided on the Qvrse Platform.

If any competent authority requests so or if the legislation or regulation requires, we may ask you to give us additional information and documents. We may also require you to do this if we will have reasons to believe that your Account is being used for any illegal activities; that you have made transactions in violation of these Terms or that you have concealed or have given false identification information and other information.

Qvrse reserves the right to change, modify or discontinue Qvrse Platform or any part of it with or without notice. Qvrse will not be liable to you or to any third party for the consequences that might arise for you from this.

Registration data and some other information about you are governed by our Privacy Policy, accessible at [qvrse.io](https://qvrse.io).

## **6.2. Settings and Logout**

After you have created your Account and logged into it you can manage and adjust your contact information, notifications and more.

You agree to ensure that you exit from your Account at the end of each session when accessing our Qvrse platform. Qvrse will not be liable for any loss or damage caused by your failure to comply with this.

## **6.3. Qvrse Wallet**

Qvrse Wallet is a Blockchain Wallet created by Qvrse where holders of the Qvrse Tokens are able to see the amount of the purchased tokens. Until the public Qvrse Token sale is initiated it will not be possible to purchase the Qvrse Tokens using only Qvrse Wallet.

Qvrse Wallet is not custodial, meaning Qvrse does not have access to private keys or the Qvrse Tokens you purchased.

You hereby acknowledge that you are the sole owner of the sensitive Qvrse Wallet information. Qvrse does not have ownership, or any kind of access to such information and you agree not to hold Qvrse liable for any loss of Qvrse Wallet information, private key/s, misappropriation, malfunction or failure regarding the Qvrse tokens, your Wallet and/or any other cryptocurrencies held within.

You acknowledge that the Company will not be liable for any error with respect to the instructions you provide, including without limitation erroneous Qvrse Wallet address.

## **6.4. KYC, AML, AND CTF procedures**

As part of our commitment to combat financial crimes, we have implemented procedures and systems aimed at allowing us to identify and mitigate the risks of our services being misused for illegal purposes.

That is why we have partnered with a third-party company ONFIDO LTD, a well-known and highly respected company that provides customers with the know your customer (“KYC”), anti-money laundering (“AML”) and counter-terrorism financing (“CTF”) services. ONFIDO will handle and elaborate your account verification request, the KYC, AML and CTF procedures.

All the procedures may be based on the collection of information about you, the assessment of AML/CTF risks associated with your activities, and the ongoing monitoring of transactions made by you. By using any services of ONFIDO you hereby acknowledge you have read, understood, and consented with the sharing of your personal data to third parties according to our Privacy Policy and to terms and conditions, privacy policy, and any other policies by ONFIDO accessible at: <https://onfido.com/>.

Qvrse reserves the right to choose in its sole discretion the Users that must undergo the KYC, AML, and CTF procedures. This decision can be based on the legislature requirements or it can be a strictly business decision of the Qvrse.

Qvrse also reserves the right to take actions needed to prevent and stop illegal activities taking place on Qvrse Platform. These actions are not limited to deleting the DAO or DAO Member from the Qvrse interface.

Comprehensive policy on KYC, AML, AND CTF procedures is going to be part of a separate AML Policy.

## **7. NO RIGHTS, OWNERSHIP, OR STAKE IN THE COMPANY**

You agree that Qvrse Tokens do not carry any rights, whether express or implied, other than the right to use the Qvrse Tokens on the Qvrse Platform. Qvrse Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Qvrse services or company. QVRSE Tokens do not give you any entitlement to acquire any such interest or entitlement in respect of QVRSE Tokens.

## **8. NO LIABILITY FOR SPECULATION**

You understand and agree that the Company shall not be held liable for any speculative intention by you or from any third parties who attempt to hold the Qvrse Tokens for any other reason.

## **9. ELIGIBILITY**

By using Qvrse Website, the Qvrse Platform, Qvrse Wallet, or any of our Services you hereby confirm that you are at least 18 years old and legally competent to enter into and to contractually abide by the terms, conditions, representations, and warranties set forth in these Terms.

You are solely responsible for checking the laws regarding the purchase of and trade with cryptocurrencies in the jurisdiction in which you are located to ensure

that your registration with Qvrse is legal. We will not be held liable or responsible for any Users using the Qvrse Website, the Qvrse Platform, the Qvrse Wallet or the Services unlawfully. In any doubt, you shall cease the use of the Qvrse Website, the Qvrse Platform, the Qvrse Wallet and the Services immediately and check the relevant applicable laws. Therefore eligibility is voided where prohibited by law.

Where we believe that your use of Qvrse Website, the Qvrse Platform, the Qvrse Wallet and other services may not be fully compliant with applicable laws and regulations, including, but not limited to, where there is any reason to suspect that your use of the Services involves any prohibited activities, we may refuse to provide you access to the Qvrse Website, the Qvrse Platform, the Qvrse Wallet and the Services, process your transactions, in addition to any other action which we may deem reasonable.

## **10. COMMUNICATION**

By creating an Account on the Qvrse Platform you consent to receive electronic communications from us via email or by posting notices on Qvrse Platform etc. This may include notifications regarding your Account. You agree that the notices, agreements, and other electronic communications we send to you will meet any legal requirements regarding communications, including for example, that such communications are to be in writing. We encourage you to either save an electronic copy or print a paper copy of the electronic communications you receive from us in order to maintain copies of our electronic communications.

You may also receive promotional communications from us via email, e.g. special offers, surveys and other information we believe might interest you. You have the possibility to opt out of such emails at any time by following the instructions regarding the unsubscription provided therein.

## **11. PRIVACY POLICY**

When submitting personal data through Qvrse Platform or Qvrse Wallet, you agree to our Privacy Policy (made available on the Qvrse Website at [qvrse.io](https://qvrse.io) (the "Privacy Policy") and consent to the gathering, use and disclosure of this data in a way that is described in the Privacy Policy.

For information regarding how we collect, use, store and disclose some of your personal information, please refer to our Privacy Policy. You acknowledge that the Privacy Policy is an integral part of these Terms, and by using the Qvrse Website, the Qvrse Platform, the Qvrse Wallet and the Services, you also agree that you have read, understood, and accepted the terms of the Privacy Policy.

The security of your data is important to us, but no method of transmission over the internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal data, we cannot

guarantee its absolute security and we do not take any liability in case of security breaches.

## **12. PAYMENT, TRANSACTION FEES AND TAXES**

Once Users purchase or acquire the Qvrse Tokens, DAO Membership Tokens or NFTs, they have them at their disposal. Users can also send their Qvrse Tokens or NFTs to the desired address. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions. Once you have sent the Qvrse Tokens or NFTs, the transaction becomes irreversible. Therefore, we kindly ask you to double-check any relevant information, especially the address you are sending your Qvrse Tokens or NFTs to.

Any payments or financial transactions that you engage in on our Qvrse Platform will be conducted solely through the Ethereum and Polygon software platforms.

We are not liable to you or to any third party for any claims or damages that you may sustain as a result of any payments or transactions that you engage in on Qvrse Platform, or any other payment or transactions that you conduct on the Ethereum Software platform or the Polygon Software platform. We do not give refunds for any purchases that you might make on Qvrse Platform.

Every transaction on the Ethereum and the Polygon network requires a payment of a transaction fee ("*Gas Fee*"). It funds the network of computers that run the Ethereum and Polygon network. This means that you will need to pay the Gas Fee for each transaction that you initiate on Qvrse Platform. Except when expressly stated otherwise in these Terms, you will have full responsibility to pay the Gas Fee for any transaction that you initiate on Qvrse Platform.

Furthermore, Qvrse charges its own fee on transactions on the Qvrse Platform ("*Service Fee*"). The Service Fee is charged as soon as the transaction happens. Qvrse wants to attract as many prospective projects as possible. That is why placing a DAO on the platform is free. Only once you are settled and start interacting with your community, Qvrse starts charging a Service Fee. Based on the Qvrse DAO voting, the Service Fee may be increased or decreased. The collected Service Fee will be spent on the further development of Qvrse modules.

Users are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) imposed by any governmental authority associated with their use of our Platform (including, but not limited to, any taxes that may become payable as the result of your ownership, transfer, purchase or sale of Qvrse Tokens).

Furthermore, Users hereby represent and warrant that entering into these Terms is not unlawful or prohibited under the consumer laws or any other laws of the User's jurisdiction or under the laws of any other jurisdiction to which the User may be subject and any contribution will be made in full compliance with applicable laws.

### **13. USER INTELLECTUAL PROPERTY RIGHTS**

When Users purchase Qvrse Tokens, DAO Membership Tokens in accordance with these Terms, they become the sole owners of them. This means they have the right to exchange them, sell them or give them away.

Ownership of the Qvrse Tokens, DAO Membership Tokens or NFTs is mediated entirely by the blockchain network. We will not seize, freeze, or otherwise modify the ownership of QVRSE Tokens, DAO Membership Tokens or NFTs except as otherwise permitted by these Terms in cases where we determine that the listed above has not been rightfully acquired from a legitimate source.

### **14. USER CONDUCT**

You agree that you will not violate any law, contract, intellectual property, or other third-party right and that you are responsible for your own conduct while accessing or using our services. You are also responsible for any consequences that might follow from that. You also agree that you will use the services in accordance with these Terms and any applicable laws or regulations.

You warrant and agree that you will not amongst other:

- provide false or misleading information to Qvrse;
- use or attempt to use another User's Account without permission from such User and Qvrse;
- pretend to be another person or create a misleading username;
- email or otherwise upload any content that:
  - violates intellectual property or other proprietary rights of any party;
  - no law, contract or fiduciary relationship gives you the right to upload it;
  - contains software viruses or any other similar technologies that could interrupt, destroy or limit the functionality of computer software, hardware or telecommunications equipment;
  - represents a privacy or security risk to any person;
  - represents e.g. unauthorized advertising, promotional materials and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise unacceptable;
  - is considered inappropriate by Qvrse;
  - restricts/inhibits others from using our Services; or
  - might expose Qvrse or its Users to any harm or liability;
- interfere with or disrupt our Services or servers or networks connected to our Services, or disobey any requirements, procedures, policies or regulations of networks connected to our Services;

- violate any applicable local, state, national or international law, or any other regulations having the force of law, or which would involve proceeds of any unlawful activity;
- engage in, encourage or promote any activity that violates these Terms;
- gather email addresses or other contact information of other Users of our Services to send them unsolicited emails or other such communications;
- engage in, encourage or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, money laundering, or financing terrorism;
- attain or try to get access to any materials or information through means that are not intentionally made available or provided for through our Services;
- use any robot, spider, crawler, script or other means not authorized by us to retrieve or index our Services or anything on it;
- access or use our Services in order to create a product or service that is competitive with ours;
- use our Services in a way that could negatively affect the functioning of our Services or how others use it.

You are also responsible for the source of your money and you warrant that you are familiar with our AML policy and will comply with it.

## **15. SUSPENSION OR TERMINATION**

You can suspend or terminate these Terms at any time if you cancel your Account and stop accessing and using our Services. If you terminate these Terms you are not entitled to any refunds.

We reserve the right to terminate these Terms and suspend or terminate your access to our Services without prior notice under any provision of these Terms. In this case, you must stop accessing our Services immediately. We will not be liable to you or to any third party for such action.

Upon any termination of these Terms you may no longer have access to your information on our Services. We may delete such information and files in your Account and prevent you from accessing them.

You agree that Qvrse will not be liable to you or any third party for any termination of your access to our Services.

We may, in our sole discretion, take appropriate legal action due to your breach of these Terms or any potentially fraudulent, abusive or illegal activity. These Terms will remain enforceable against you while your access to our Services is suspended and after it is terminated. Except for the access to our Services and all payment terms, all of the terms, conditions, and restrictions set forth in these Terms will survive the termination of the Terms.

We have the right to cooperate with any law enforcement authorities or court order that requires us to disclose information of anyone using our Services.

## **16. COPYRIGHT POLICY**

Our Users may report content that appears on our Platform and appears to violate these Terms. If you believe that your content or the content of another natural person or legal entity has been copied in a way that establishes copyright infringement, please report this to us via email at [info@qvrse.io](mailto:info@qvrse.io).

## **17. USER FEEDBACK**

You agree that we are free to use any suggestions, comments, or other feedback that you might give us regarding our services without additional compensation to you. It is also at our discretion to disclose such feedback to third parties either on a non-confidential or confidential basis.

## **18. ASSUMPTION OF RISK**

You accept and acknowledge that:

- The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Qvrse Tokens, which may also be subject to significant price volatility. We cannot guarantee that any holders of Qvrse Tokens on Qvrse platform will not lose money as many factors outside our system may impact the value of Qvrse Tokens.
- You are solely responsible for determining what, if any, taxes apply to your Qvrse Tokens, DAO Membership Tokens or NFT-related transactions. Qvrse is not responsible for determining the taxes that apply to the transactions you make using our Services.
- Our Services do not store, send, or receive Qvrse Tokens, DAO Membership Tokens, or NFTs because they only exist by virtue of the ownership record maintained on its supporting blockchain. Any transfer of the Qvrse Tokens, DAO Membership Tokens, or NFTs occurs within the supporting blockchain and not on our Services.
- There are risks associated with using an internet-based digital currency. This includes for example the risk of hardware, software, and internet connection failure or malfunction, the risk of malicious software introduction, and the risk that third parties may attain unauthorized access to information stored within your Blockchain Wallet. You accept and acknowledge that Qvrse will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Qvrse Tokens, DAO Membership Tokens, or NFTs, whatever the cause.

- The regulatory regime concerning blockchain technologies, cryptocurrencies, and tokens is uncertain. New regulations or policies may therefore materially adversely affect the development of our Services and the potential utility or value of your Qvrse Tokens. Certain jurisdictions apply regulations or may apply such regulations at any time regarding cryptocurrencies, in which case, the Terms, including the provision of the Services, may be amended accordingly or terminated to the extent such amendments are not possible. You agree and understand that legislative and regulatory changes or actions at a state, federal, or international level may adversely affect the use, transfer, exchange, and/or value of cryptocurrency.
- Advances in cryptography such as the development of quantum computers may present risks to the Ethereum Software Platform, the Polygon Software Platform, our Services, and Qvrse Tokens, DAO Membership Tokens, or NFTs, including their theft, loss or inaccessibility.

IN LIGHT OF THE ABOVEMENTIONED RISKS, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING CRYPTOCURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES.

## **19. OUR TRADEMARKS**

The Qvrse name, trademarks, logos, and any other Qvrse product, service name, or slogan included in the Services are property of Qvrse and may not be copied, imitated, or used (in whole or in part) without our prior written consent. The look and feel of the Services, the Qvrse Platform, the Qvrse Website, the Qvrse Wallet, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or proprietary artwork of Qvrse may not be copied, imitated, or used (in whole or in part) without our prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Services ("Third-Party Trademarks") are the property of their respective owners, and the use of such Third-Party Trademarks inures to the benefit of each owner. The use of such Third-Party Trademarks is intended to denote interoperability and does not constitute an affiliation by Qvrse and its licensors with such company or an endorsement or approval by such company or its licensors or their respective products or services.

## **20. NFT Sale campaigns**

Qvrse might organize NFT sale campaigns from time to time. NFTs in the sale campaigns include coupons for goods and/or services as an underlying asset. Coupons can be redeemed by the NFT buyers for the goods and/or services. Consumer protection regulation of the rights in the coupon applies to the relationship between the NFT buyer and the service provider.

In the NFT Sale Campaigns, the prices of the NFTs are the offers of the service providers for the goods and/or services. Qvrse prepares the offer at the request of the service provider and according to the information provided by the service provider. Marketing material of the NFT sale campaign might show a symbolic service, offer, company or goods, as long as the provider does not have its visual material. Images can be provided by the Qvrse website through its resources or using the copyrighted materials of the service provider.

All complaints and withdrawals from contracts are handled by the administrative department at [info@qvrse.io](mailto:info@qvrse.io). Due to the protection of personal data and user profiles, only complaints submitted in writing to [info@qvrse.io](mailto:info@qvrse.io) are considered valid.

Qvrse complies with applicable consumer protection laws. The appeal process is confidential.

Qvrse is obliged to protect the information of the complainant and not disclose it to third parties, except at the express request of the complainant.

At no time is Qvrse the owner of the services or goods that it advertises on the Qvrse website in the NFT campaigns, therefore it cannot be held responsible for any legal or physical irregularities of individual services or goods, as well as for other damages, irregularities or deficiencies that may arise during the use of services or goods that were part of the NFT sale campaigns. Qvrse is also not responsible for any damages or deficiencies that may arise when the buyer redeems the purchased NFT for goods or services from the service provider. The service provider, who is also the owner of the individual service or goods, is fully responsible for the performance of the services and any related complaints. Qvrse is not responsible for the content, quality, conditions, and adequacy of the provision of services or goods of service providers according to applicable regulations, it only enables the connection to the services or goods of providers.

The NFT buyer has the right, within 14 days from the purchase of the NFT, if the NFT has not been redeemed, to notify Qvrse about the withdrawal from the contract without a reason in writing to the email address: [info@qvrse.io](mailto:info@qvrse.io). In such case, Qvrse will return the purchase price to the buyer immediately or at the latest within 14 days from the date of withdrawal. After the approved withdrawal, the NFT buyer will still own the NFT, however, the coupon included in the NFT will not be redeemable for any goods and/or services.

If in the case of purchasing an NFT for the use of the service, the buyer makes a reservation for the date of the service before the start of the service, the NFT is redeemed when the NFT buyer receives confirmation of the reservation from the provider or the Qvrse reservation system.

Most of the time the NFT buyer does not have the right to withdraw from the contract without a reason due to the applicable law. If that is the case the

complainant will be informed about that in a written or oral response to the submitted complaint.

All possible complaints after 14 days after the purchase of NFT shall be resolved by the buyer of the NFT and the service provider within eight (8) days from the submitted written complaint by the complainant. Within this period, the service provider is obliged to provide the complainant with a written or oral response to the submitted complaint.

Qvrse will make every effort to resolve any disputes amicably.

In the event of a material defect of the NFT, we will take action in accordance with the applicable law.

## **21. CHANGES TO THE QVRSE SERVICES**

Qvrse is always trying to innovate and expand its Services to provide the best possible experience for you. Therefore you may see changes without prior warning. Flexibility is needed so we can make changes, impose or change limits where and when necessary, and sometimes terminate features to wholly improve the Services we provide.

We reserve the right to change, end, or stop providing the Services at any time, with or without prior notice. We may also add new features. Some updates may not be publicly announced and are done to improve the system stability, add new features etc. We are not liable for any situation where we modify, suspend, or discontinue a part or the entire Services we provide.

## **22. THIRD PARTY CONTENT**

Qvrse services may contain links to third party websites and applications ("*Third Party Websites and Applications*"). When you click on such a link you are subject to the terms and conditions (including privacy policies) of those websites. We shall not warn you that you left the Qvrse services when you do that. Third Party Websites and Applications are not under our control and we are not responsible for them. The mentioned links are provided only as a convenience and you use all links in Third Party Websites and Applications at your own risk. When you leave Qvrse Website, Qvrse Platform or Qvrse Wallet, our Terms and policies no longer apply. We encourage you to read the terms and conditions, privacy policies as well as other policies of these Third Party Websites and Applications before proceeding with any transactions.

## **23. RISK OF DISSOLUTION OF QVRSE**

You hereby acknowledge and agree to the possibility that due to a number of reasons, including but not limited to, a decrease in the Qvrse Tokens' utility, the failure of commercial relationships, intellectual property ownership challenges, unfavourable market conditions or market fluctuations and any added

compliance and regulatory obligations, the use of the Qvrse Website, the Qvrse Platform and the Qvrse Wallet may no longer be viable or Qvrse may need to cease the provision of the Services and be dissolved and liquidated.

## **24. AVAILABILITY**

You acknowledge that a 100% availability of the Qvrse Website, the Qvrse Platform, the Qvrse Wallet, and Services is technically not possible. Events beyond the control of Qvrse can lead to short-term disruptions or temporary suspension of the Qvrse Website, the Qvrse Platform, the Qvrse Wallet, and Services. Qvrse excludes, as far as legally permissible, liability for all damages in connection with service interruptions.

## **25. DISCLAIMERS**

We at Qvrse try to do our best to give you the best experience on our Services. However, there are some things we cannot assure.

BY AGREEING TO OUR TERMS YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK, AND THAT THE PLATFORM, THE WEBSITE, THE WALLET ARE ALL PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND CANNOT BE HELD RESPONSIBLE OR LIABLE IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR THE CONTENT, ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL DISPLAYED ON OR ACCESSIBLE THROUGH OUR SERVICES. WE ARE NOT RESPONSIBLE FOR THE DELETION, FAILURE TO STORE, MISDELIVERY OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. WE ARE ALSO NOT RESPONSIBLE FOR ANY HARM THAT MIGHT RESULT FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH OUR SERVICES.

WE WILL NOT BE HELD RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS THE RESULT OF YOUR USE OF THE BLOCKCHAIN NETWORK OR YOUR WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR (SUCH AS FORGOTTEN PASSWORDS); (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, SUCH AS THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST OUR PLATFORM, THE BLOCKCHAIN NETWORK, OR THE BLOCKCHAIN WALLET OR QVRSE WALLET.

THE QVRSE TOKENS, DAO MEMBERSHIP TOKENS, NTFs, ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED REGISTER WITHIN THE

BLOCKCHAIN NETWORK. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.

WE ARE NOT RESPONSIBLE FOR ANY LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE BLOCKCHAIN NETWORK, OR ANY DIGITAL OR QVRSE WALLET.

THE LEGISLATION OF SOME COUNTRIES OR OTHER JURISDICTIONS DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONTRACTS WITH CONSUMERS, THEREFORE SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

NO ADVICE OR INFORMATION YOU OBTAIN FROM US OR ON OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

QVRSE DOES NOT GUARANTEE THAT: THE SERVICES WILL BE IN ACCORDANCE WITH YOUR REQUIREMENTS; THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THE RESULTS THAT YOU MAY OBTAIN BY USING OUR SERVICES WILL BE ACCURATE OR RELIABLE; OR THE QUALITY OF ANYTHING YOU PURCHASE OR OBTAIN ON OUR SERVICES WILL MEET YOUR EXPECTATIONS.

## **26. INDEMNIFICATION**

You agree to hold harmless and indemnify, individually or collectively, Qvrse as well as our officers, agents, employees, advertisers, licensors, suppliers or partners (the "Qvrse Parties") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to your violation, misconduct or infraction of any rights of another, such as intellectual property rights or privacy rights, or your violation of the law. You agree that we will have control of the defense or settlement of any such Claims. By agreeing to our Terms you also acknowledge to promptly notify Qvrse Parties of any third-party Claims, cooperate with Qvrse Parties in defending such Claims and pay all fees, costs, and expenses associated with defending such Claims, including, but not limited to, reasonable attorneys' fees, costs, penalties, interest, and disbursements.

## **27. LIMITATION OF LIABILITY**

YOUR USE OF THE QVRSE SITE, PLATFORM, WALLET, OTHER QVRSE SERVICES, AND THE INTERNET IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH QVRSE IS TO STOP USING THE SERVICES, AND TO CANCEL YOUR ACCOUNT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, INCLUDING ANY LOSS OF PROFITS (SUSTAINED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DIMINUTION OF VALUE OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE OUR SERVICES AVAILABLE AND THAT THESE TERMS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US AND YOU.

LEGISLATION OF SOME COUNTRIES OR OTHER JURISDICTIONS DOES NOT PERMIT LIMITATIONS ON IMPLIED GUARANTEES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THEREFORE SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO ALL OF OUR USERS. DEPENDING ON THE LEGISLATION, SOME OF THEM MAY HAVE ADDITIONAL RIGHTS.

## **28. FORCE MAJEURE**

Qvrse shall not be liable or responsible to you for not performing any act or fulfilling any duty or obligation connected to these Terms, when and to the extent that such action is caused by any occurrence that is not within its control. These force majeure events ("*Force Majeure*") include any provision of any present or future government law, regulation, order or action; any act of God; war invasion, hostilities, terrorism, riots and other civil unrest; natural disasters, such as flood, fire, earthquake, tsunami or explosion as well as any epidemics or pandemics; the unavailability, disruption or malfunction of the internet, the Ethereum or Polygon software Platforms or blockchain systems, telecommunication breakdown, shortage of adequate power or electricity; strikes, labour stoppages or other industrial disturbances; any consensus attack, or hack, or denial-of-service or other attack on the foregoing on the other software, networks and infrastructure that enables us to provide our Services.

In case of Force Majeure we shall use reasonable efforts consistent with accepted practice to notify you right away of such an event and try to resume performance as soon as reasonably possible under the circumstances. We will also try to minimize the effects of such Force Majeure events.

## **29. DISPUTE RESOLUTION, ARBITRATION CLAUSE**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY.

In the event of any controversy or claim arising out of or relating in any way to these Terms, the Qvrse Website, any advertising, any aspect of the relationship or transactions between us, you and Qvrse agree to consult and negotiate with each

other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. The Company shall contact you using the information you provided, and you shall contact the Company according to the information provided on the Qvrse Website.

If we do not reach settlement within a period of 60 days, then you will engage in mediation, with the help of a mediator appointed by us. You hereby give up your right to litigate our disputes and may not proceed to arbitration without first trying mediation. Except as otherwise required under applicable law, you and Qvrse intend and agree: (a) not to assert class action or representative action procedures and agree that they will not apply in any arbitration involving the other; (b) not to assert class action or representative action claims against the other in arbitration or otherwise; and (c) will only submit individual claims in arbitration and will not seek to represent the interests of any other person or entity.

If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

Both you and Qvrse agree to keep confidential all matters relating to the dispute, including related court proceedings, if any, to the greatest extent practicable. For purposes of this Article, references to you and Qvrse also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns.

### **30. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF**

YOU AGREE THAT YOU MAY ONLY BRING CLAIMS AGAINST QVRSE ON AN INDIVIDUAL BASIS AND WILL NOT PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING,

INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

### **31. NOTICE FOR CALIFORNIA USERS**

In accordance with the California Civil Code Section 1789.3 California resident Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Platforms of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

### **32. DISPUTES WITH OTHER USERS**

You agree that you are fully responsible for your interactions with any other Users of our Platform. Qvrse will have no liability or responsibility with respect to that. We reserve the right to become involved in any way with disputes between you and any other User of our Platform at our sole discretion.

### **33. QUESTIONS**

If you have any questions regarding the use of Qvrse services, please email us at [info@qvrse.io](mailto:info@qvrse.io).