USER AGREEMENT

Last updated: **15 October 2026**

NOTICE: THE MINTOO PLATFORM IS CURRENTLY TRANSITIONING FROM NYK VENTURES INC. TO THE PHILIPPINE DIGITAL ASSET EXCHANGE (PDAX), INC. PDAX IS CURRENTLY CONSIDERING A PROSPECTIVE RESTRUCTURING OF THE MINTOO PLATFORM. REST ASSURED THAT PDAX WILL EXERT COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT THE USER EXPERIENCE REMAINS THE SAME.

PLEASE READ THE ENTIRE TERMS AND CONDITIONS CAREFULLY. PDAX strongly recommends that you regularly review this User Agreement (hereinafter referred to as the "Terms and Conditions" or "Agreement") to ensure you understand and accept the terms and conditions, as may be amended by PDAX from time to time, that apply to your access to, and use of, the **Mintoo Services** (as defined below) and the **Mintoo Platform** (as defined below).

By accessing, downloading, or using the Mintoo Platform or clicking on "I agree" during registration and/or to accept any Service to be performed by PDAX, you agree that you have read, understood and accepted all of the terms and conditions stipulated in this Agreement as well as our Privacy Policy at https://pdax.ph/legal. In addition, when using some features of the Mintoo Platform and/or Services, you may be subject to additional terms and conditions or rules specifically applicable to those features. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, PRIVACY POLICY, APPLICABLE PLATFORM RULES, OR ANY UPDATES, AMENDMENTS, OR REVISIONS THERETO, YOU SHOULD NOT SIGN UP, OPEN AN ACCOUNT, MAINTAIN OR ACCESS A MINTOO ACCOUNT, AVAIL OF ANY OF THE SERVICES, AND/OR ACCESS THE MINTOO PLATFORM IN ANY MANNER OR IN ANY CAPACITY.

EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS, POLICIES, AND RULES CONTAINED IN THESE TERMS AND CONDITIONS, AND THOSE INCORPORATED HERE BY REFERENCE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WHETHER FROM PDAX, ITS AFFILIATES, OR ANY OTHER PARTY, WITH RESPECT TO YOUR USE AND ACCESS OF THE MINTOO PLATFORM AND SERVICES.

These Terms and Conditions are entered into by you ("you" or the "User") and Philippine Digital Asset Exchange (PDAX), Inc. (formerly, FYNTEGRATE INC.; hereinafter referred to as "PDAX", "Company", "we", and/or "our"), a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at Unit 1 & 2, 31st Floor, Robinsons Cyberscape Gamma, Topaz and Ruby Roads, Pasig City, Metro Manila, Philippines.

PDAX is licensed by the Bangko Sentral ng Pilipinas as a Remittance and Transfer Company (RTC), an Electronic Money Issuer (EMI), an Electronic Payment and Financial Service (EPFS), and as a Virtual Asset Service Provider (VASP). PDAX is not licensed as an exchange, dealer, broker, investment advisor and/or fund manager by any other Philippine government

agency. You acknowledge and accept that the Digital Collectibles listed or traded on the Mintoo Platform, unless otherwise stated in the separate terms and conditions applicable to a specific Digital Collectible, are not presently subject to any specific registration requirements under applicable Philippine law and are not registered with any Philippine regulator. Your PDAX Account and Digital Collectibles are not subject to any specific protection or insurance provided by any Philippine regulator.

1. DEFINITION OF TERMS

a. AMLA refers to Republic Act No. 9160, or the Anti Money Laundering Act, as amended, including its implementing rules and regulations.

b. AMLC refers to the Anti Money Laundering Council of the Republic of the Philippines.

c. API refers to Application Programming Interface, which is a set of routines, protocols, and tools created by PDAX or licensed to it, which are used to perform and deliver specific instructions to the Mintoo Platform, related channels and facilities.

d. Applicable Laws and Rules refer to any statute, law, rule, regulation, ordinance, rule, final judgment, final order, decree, conditions or requirements of any Regulatory Authorization, concession, grant, franchise, license, directive, guideline, policy, requirement or other restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Regulatory Authority, including the BSP, AMLA, ATA, DPA and Sanctions Authorities.

e. ATA refers to Republic Act No. 11479, or the Anti-Terrorism Act of 2020, as may be amended and its implementing rules and regulations.

f. ATC refers to the Anti-Terrorism Council of the Republic of the Philippines.

g. Blockchain refers to a type of distributed ledger technology where transactions are recorded with an immutable cryptographic signature called a hash. The transactions are then grouped in blocks and each new block includes a hash of the previous one, chaining them together.

h. Covered Media shall mean media, including visual art or music, represented by a Digital Collectible.

i. Covered Utility shall mean the use, benefit, or utility, represented by a Digital Collectible.

j. Creator shall mean the originator of a Digital Collectible.

k. Digital Collectible shall mean a unique blockchain-based non-fungible online token or asset, separate and distinct, and distinguishable from, others of its own class. It may represent rights over Covered Media, Covered Utility, or both, or any other rights as may be designated in the future.

l. Dispute refers to a claim or demand resulting in a conflict of rights or claims between you and PDAX, which conflict may require the presentation of evidence, or

the determination of Applicable Laws and Rules.

m. Downtime refers to a period when the Mintoo Platform, or any portion thereof, is unavailable for any reason including, but not limited to, system updates, system maintenance, system misconfigurations, loss of power, system or machine error and other incidents (unforeseen or otherwise) which may present risks to the Mintoo Platform or its Users.

n. Extraordinary Event refers to any of:

(1) a change in law, which means that, on or after the date of any transaction or conclusion of any Mintoo Services, PDAX reasonably determines in its sole and absolute discretion that it has become illegal, impossible, or otherwise impracticable for it to hold, acquire, or dispose of the underlying Digital Collectible or to continuously render any Mintoo Service relating to such transaction, or PDAX will incur a materially increased cost in performing its obligations under such transaction or there is a materially adverse effect on PDAX, the Mintoo Platform and/or Mintoo Services: (i) due to the adoption of or any change in any Applicable Laws and Rules including, without limitation, changes in any tax law or the regulatory treatment of any Digital Collectible, or network relating to a Digital Collectible, any Service or the Mintoo Platform; or (ii) due to the promulgation of or any change in the interpretation by any Regulatory Authority of any Applicable Laws and Rules in any jurisdiction including, without limitation, (a) any action taken by a taxing authority, or (b) the issuance of any binding or non-binding guidance or rules of interpretation by a Regulatory Authority;

(2) failure to deliver by a Party when due, the relevant Digital Collectible under a transaction, where such failure to deliver is due to illiquidity in the market for a Digital Collectible;

(3) a manifest error, which means, in relation to a transaction, the occurrence of an error that PDAX reasonably believes to be obvious or palpable considering the surrounding circumstances, including, but not limited to, exaggerated quantities or manifestly incorrect prices; and

(4) any other event which PDAX reasonably determines would or may have material effect on the commercial basis of any transaction, including but not limited to identified system failure, data feed error, interruption, delay, disruption scenarios, systemic market events, or force majeure. For the purposes of this User Agreement, “force majeure” includes any and all occurrences beyond PDAX’s reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of these Terms and Conditions or the duration of any Services; (vi) action by any Regulatory Authority; (vii) national or local emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; (ix) epidemic, pandemic or any contagious disease or infection that may cause global outbreak, or pandemic, or serious illness; (x) emergency or calamity state; (xi) shortage of adequate medical supplies and equipment; (xii) shortage of power or transportation facilities; and (xiii) other similar events beyond the reasonable control of PDAX.

o. Fiat Currency refers to government-issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or law. Any reference to “Philippine Pesos”, “Pesos”, “Php” and "₱" shall mean the Fiat Currency of the Philippines.

p. KYC means Know-Your-Client or Know-Your-Customer guidelines in financial services, which means the efforts, rules, and procedures to verify the identity, suitability, and risks involved with maintaining a business relationship.

q. Mintoo Account means your account in the Mintoo Platform and refers to the relationship you have established with PDAX only in relation to the Mintoo Services, which enables you to conduct a range of transactions such as, but not limited to activities which may include holding Digital Collectibles in wallets, buying and selling Digital Collectibles, and sending and receiving of Digital Collectibles.

r. Mintoo Data refers to all data located within the Mintoo Platform.

s. Mintoo Platform refers to the network of hardware and software processes, systems, and applications through which PDAX provides, hosts, and maintains Mintoo Services, including the servers, source code, code base, wallets, and the Mintoo Platform;

t. Mintoo Properties refers to the Mintoo Platform, Mintoo Services, copyright, trademark, patents, other intellectual properties, all documentation in relation thereto, and any portion thereof, complete or incomplete;

u. Mintoo Services refer to the services and activities made available from time to time by PDAX through the Mintoo Platform, and any other related services made available to you by PDAX, which may include the storage, transfer, buying, selling, or trading of Digital Collectibles. This includes services and activities made available through the Mintoo Platform, including related services offered through stand-alone third party applications, API keys granted to third parties and/or other third party applications, and other forms of access including new ones enabled by future technological development.

v. MLPP means PDAX’s future Money Laundering and Terrorist Financing Prevention Program, if applicable, including future amendments PDAX may issue in the future.

w. Order refers to the instruction, sent through the Mintoo Platform or manually if applicable, to buy, sell, exchange, transfer, or trade a particular Digital Collectible.

x. PDAX Group refers to PDAX, its parent company, subsidiaries, affiliates or such other related companies, and their respective directors, officers, shareholders, agents, and employees.

y. PEP refers to a politically exposed person, which may be:

(1) a true PEP, meaning an individual who has held or currently holds a political position, or entrusted with a prominent public position in (i) the Philippines with substantial authority over the policy, operations or the use or allocation

of government-owned resources; (ii) a foreign state; or (iii) an international organization; or

(2) a connected PEP. A connected PEP is defined as: (i) immediate family members of an individual PEP, including (a) husband or wife, (b) partner, who has an equivalent status as a spouse, (c) father or mother, (d) brother or sister, son or daughter, including in-laws, or (e) relationships formed through adoption; (ii) family members who, though not immediate, have knowledge or are aware that an extended family member has control or influence over the PEP's finances; and (iii) a close associate PEP who is widely and publicly known to maintain a close relationship with the PEP, which includes an agent or representative, business associate, close friends that have a financial relationship to, or influence over, the PEP, and a personal adviser, or any other person who is in a position to conduct substantial domestic and international financial transactions on behalf of the PEP, or as may be further defined under the AMLA.

z. Privacy Policy refers to the policy found at https://pdax.ph/legal or wherever it may be transferred in the future with due notice to the User.

aa. Regulatory Authority refers to: (1) any nation, government, state or other political subdivision thereof; (2) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, the government; or (3) regulatory bodies, having jurisdiction over PDAX and/or the Services, including the AMLC, ATC, BSP, and Sanctions Authorities.

bb. Regulatory Authorization refers to any approval, consent, license, permit, waiver, certificates, endorsements or authorization issued, granted, given, by any Regulatory Authority, or pursuant to any Applicable Law and Rules.

cc. Third Party Accounts refers to your Fiat Currency accounts with third-party service providers such as, but not limited to, banks, virtual asset service providers, electronic money issuers, and remittance centers, duly accredited by PDAX, which are used to perform Transactions using any Mintoo Account.

dd. Trade or Transaction means the purchase, sale, or transfer of Digital Collectibles using the Mintoo Platform, or, when permitted by PDAX, the transfer of such into or out of the Mintoo Platform.

ee. Trading Contract refers to the contract of sale, exchange, or a contract of any other nature as may be permitted to be performed within the Mintoo Platform from time to time between the seller and the buyer of the Digital Collectibles.

ff. Validator shall mean the entity responsible for verifying the authenticity of an Digital Collectible, to enable a User's availment of its Covered Utility, if any.

2. BINDING EFFECT

By signing up and opening a Mintoo Account, logging in to your Mintoo Account, availing of the Mintoo Services, or using the Mintoo Platform, you:

a. agree that you have read, understood, and are bound by these Terms and Conditions, and the Privacy Policy, each of which are incorporated as integral parts of this Agreement, and all Applicable Laws and Rules;

b. agree to be fully and wholly bound by these Terms and Conditions, the Privacy Policy, and other applicable rules and addenda to you, of your own free will and deed;

c. agree to be fully and wholly bound by any addendum which specifically applies to Mintoo Services you avail of, if PDAX allows you to avail of such additional Mintoo Services;

d. fully understand and acknowledge the contents, meaning, implications, and effects of these Terms and Conditions without limitation or qualification, including related risks of dealing with Digital Collectibles;

e. warrant that you would not use or access our Services or the Mintoo Platform if you had any claim or reservation against any matter in these Terms and Conditions, the Privacy Policy, and any addenda, rules, and policies applicable to you; and

f. as necessary, warrant that you have received professional and/or legal advice and guidance to read, understand, and agree to these Terms and Conditions, the Privacy Policy, the Trading Rules, and any addenda, rules, and policies applicable to you.

You expressly agree that your use of a Mintoo Account and your availment of the Mintoo Services shall be governed by these Terms and Conditions, the Privacy Policy, and any other rules, and policies applicable to you, whether such use is directly through the Mintoo Platform, or by other means, such as those facilitated through APIs and/or other third party applications which you may authorize. You are bound by these Terms and Conditions, the Privacy Policy, and other rules, policies, and addenda applicable to you, the moment you open a Mintoo Account and continue to be bound by the foregoing, as may be amended from time to time, by your continued access of your Mintoo Account or availment of Mintoo Services.

3. AMENDMENTS AND REVISIONS

You explicitly agree, with the sound advice of counsel on current laws and jurisprudence on contract law as may be necessary, including those pertaining to unilateral modifications, that: (i) these Terms and Conditions, the Privacy Policy, any rules to be issued in the future, and any addendum which you are subject of, may be amended from time to time by updating their respective pages; and (ii) this provision does not violate the principle of mutuality of contracts, and has been agreed to freely and voluntarily by you. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms and Conditions (including the Privacy Policy, and addenda), such as posting a notice on the Mintoo Platform. We may also notify you through additional means, such as pop-up or push notifications or email. However, you understand and agree that you are responsible for regularly visiting this page, and the pages of all rules, policies, and addenda, to be updated on any changes made to them. Copies of the most up-to-date version of

these Terms and Conditions will be made available at https://pdax.ph/legal, or wherever it may be transferred in the future with due notice to you. Copies of the most up-to-date Privacy Policy, and addenda, shall be as indicated in these Terms and Conditions, or other documents to which you may accede.

PDAX may also, from time to time, enforce operational guidelines for the implementation of any provision of these Terms and Conditions, the Privacy Policy, as well as any rules and addendum which may apply to you.

You understand and agree that your continued use of the Mintoo Services, access of your Mintoo Account, or non-termination of your Mintoo Account after due notice and effectivity of the changes and modifications constitutes your acceptance of any change or modification to these Terms and Conditions, the Privacy Policy, applicable rules, and any operational guidelines or rules to be issued in the future. Should you disagree with any change or modification, you must discontinue the use of all Mintoo Services and close your Mintoo Account.

4. ADDENDA TO THESE TERMS AND CONDITIONS

As may be required by the circumstances surrounding your relationship with PDAX, and the specific needs that you may have in relation to the Mintoo Services, you and PDAX may agree through an addenda to these Terms and Conditions. The addenda, should there be any, shall be in writing, duly signed by you and PDAX, and deemed incorporated into, form part of, and be subject to, these Terms and Conditions. The parties shall attempt to harmonize all perceived conflicts among these Terms and Conditions and addenda, if there are any. In case of irreconcilable conflict, the addenda shall prevail.

5. REGISTRATION

a. You are required to register on the Mintoo Platform and open a Mintoo Account if you want to use the Mintoo Platform or avail of any of the Mintoo Services.

b. By signing up and opening a Mintoo Account, registering on the Mintoo Platform, or availing of the Mintoo Services, you affirm and warrant that you satisfy all of the following conditions:

(1) you have full power, authority and legal capacity to (i) access and use the Mintoo Platform and/or avail of the Mintoo Services and (ii) enter into, deliver, and perform your obligations under these Terms and Conditions and any additional agreement or addenda entered into pursuant to, or in connection with, these Terms and Conditions or your use of the Mintoo Platform and/or availment of any Mintoo Service.

(2) If you are an individual or a natural person, you are at least eighteen (18) years of age, and have all the legal and mental capacity to act and enter into an agreement with PDAX and use the PDAX Platform and avail of the Services under all Applicable Laws and Rules.

(3) If you are a corporation, partnership or a juridical entity or person, you are duly organized, validly existing and in good standing as a corporation, partnership or any other entity as represented under the laws and

regulations of the country exercising jurisdiction over your incorporation, organization or chartering;

(4) you are not a resident of (or incorporated in), and will not be accessing the Mintoo Platform or availing of the Mintoo Services from, an unsupported jurisdiction or a jurisdiction where accessing the Mintoo Platform or availing of the Mintoo Services is prohibited by Applicable Laws and Rules;

(5) all of your representations and warranties set out in these Terms and Conditions including, without limitation, the representations and warranties in Section 10 below, and any and all agreement(s) or addenda entered into pursuant to, or in connection with these Terms and Conditions, the Mintoo Platform and/or any of the Mintoo Services, are true, accurate, correct and complied with in all respects at all times;

(6) you have performed and will continue to perform all of your covenants, agreements, obligations or undertakings under these Terms and Conditions and any and all agreement(s) entered into pursuant to, or in connection with these Terms and Conditions, the Mintoo Platform, and/or any of the Mintoo Services; and

(7) you have not been previously suspended or prohibited from: (i) maintaining a Mintoo Account; (ii) being a User of the Mintoo Platform; or (iii) accessing the Mintoo Platform or availing of the Mintoo Services.

c. You recognize and accept that PDAX may, from time to time, as it may reasonably deem necessary and appropriate in accordance with its risk management policy and other applicable policies, or to comply with its legal and/or regulatory obligations, impose other conditions and qualifications for your eligibility to use or access the Mintoo Platform and avail of the Mintoo Services. You agree to discontinue use of the Mintoo Platform and the Mintoo Services and close your Mintoo Account if you do not comply or agree with these conditions and qualifications.

d. You bind yourself to submit the needed documents pursuant to PDAX's requirements as may be requested by PDAX or required by Applicable Laws and Rules, including those in relation to the MLPP, PDAX's KYC policy and requirements, Privacy Policy, account security procedures, risk tolerance analysis for product offerings, and other applicable policies and documents. You understand and agree that PDAX has the right to temporarily suspend access to your Mintoo Account pending submission of such documents, and that PDAX shall not be liable for any loss or damage which may result from such account suspension.

e. You understand and agree that PDAX may rely on third-parties, including Third-Party Account providers, to perform registration and KYC activities on PDAX's behalf. To the extent not prohibited by law, PDAX shall not be liable for any errors committed by these third-parties in performing registration and KYC activities.

6. ACCEPTABLE USE POLICY

a. The Mintoo Properties are owned by PDAX and/or its licensors. Without the express prior written consent of PDAX (or its licensors, as may be necessary), you shall not cause any Mintoo Property to be utilized, copied, reproduced, translated, exhibited, transmitted, transferred, assigned, marketed, licensed, leased, or sold in any

manner or in any form.

b. PDAX grants you a revocable, limited, non-exclusive, non-transferable, non-assignable, and non-sublicensable license to access and use the Mintoo Platform or avail of the Mintoo Services described in these Terms and Conditions. This limited license is for your personal or internal purposes and is subject to your constant compliance with these Terms and Conditions, as may be further limited or expanded by an addenda, as may be applicable to you. Apart from such limited access and use, you shall have no right or title to, or any interest in the Mintoo Platform, or any of the Mintoo Properties made available to you.

c. As a condition to the grant of access to and use of the Mintoo Platform or availment of the Mintoo Services, you agree to be bound by the following acceptable use policies:

(1) You shall not make unauthorized copies, adapt, modify, reverse engineer, translate, decompile, disassemble or create any derivative works of any Mintoo Property, the Mintoo Platform and/or the Mintoo Services or any of its parts, derivatives, and forms.

(2) You shall use the Mintoo Platform, as well as any and all of the Mintoo Services only for their intended purpose, and in accordance with all Applicable Laws and Rules, these Terms and Conditions and all documents and agreements incorporated herein by reference.

(3) You shall not seek to gain unauthorized access or exceed authorized access with regard to your or other Mintoo Accounts and any other part of the Mintoo Platform, regardless of the access channel used.

(4) You shall not use virtual private networks to access your or other Mintoo Accounts and any other part of the Mintoo Platform or avail any of the Mintoo Services, regardless of the access channel used.

(5) You understand and agree that PDAX may require you to provide information and documents as may be necessary to enable PDAX to ascertain the nature of the transaction being facilitated by your use of the Mintoo Platform and Mintoo Services, the source of the funds used therefor, and/or the identities of the principal, ultimate beneficiaries, and such other persons involved in the transaction, if PDAX finds, based on its reasonable determination, that such is necessary to comply with Applicable Laws and Rules, the MLPP, PDAX's KYC policy and requirements, Privacy Policy, account security procedures, risk tolerance analysis for product offerings, and other applicable policies and documents.

(6) You shall not use your Mintoo Account, the Mintoo Platform (and any part thereof including its customer service channels), and/or any and all of the Mintoo Services for the following purposes:

- to violate any Applicable Laws and Rules, or any law, regulation, order or issuance by any Regulatory Authority;
- to facilitate the sale of, or any transaction involving, any illegal or unlawful object or an object that is outside the commerce of men;
- to violate public interest, public morals, or the legitimate interests of others;
- to facilitate any arrangement with underlying transactions in violation of the Applicable Laws and Rules, illegal transactions or activities with illegal

purposes, including those involving drugs, drug paraphernalia and other controlled substances, firearms, explosives, ammunition and any other weapon or accessories, or any other acts considered as terrorism or providing material support to terrorists as defined and described under Applicable Laws and Rules;

- to cause any harm or damage to PDAX, the PDAX Group, the Mintoo Platform (or any part thereof), Mintoo Properties, the Mintoo Services or to any User of the Mintoo Platform or Mintoo Services, including any actions that would interfere with, disrupt, adversely affect, restrict, or prevent (i) other Users from using the Mintoo Services or accessing the Mintoo Platform through the access channels made available to them or (ii) the normal operation and proper working of the Mintoo Platform or the Mintoo Services;
- to threaten, abuse, or invade another's privacy, or to harass, vilify, upset, embarrass, libel, alarm or annoy any other User or person, including PDAX's employees or personnel;
- to facilitate transactions involving the sale of products or any underlying business or undertaking, which endanger the safety, health, and well-being of individuals or those that violate Applicable Laws and Rules, including transactions involving stolen, smuggled, or otherwise illegally acquired goods and/or services;
- to facilitate the infringement of any intellectual property right;
- to facilitate acts or omissions considered as crimes or unlawful or prohibited acts under all Applicable Laws and Rules;
- to facilitate "get rich quick" schemes, pyramid schemes, or Ponzi schemes or any other unauthorized or illegal investment solicitation activities under Applicable Laws and Rules;
- to facilitate any form of ethical, legal, or illegal hacking;
- to facilitate or engage in market manipulation, such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether such manipulation is prohibited by Applicable Laws and Rules;
- to send, or procure the sending of, any unsolicited or unauthorized electronic communication, advertising or promotional material or any other form of similar solicitation, also known as spam; and
- to facilitate any and all transactions or activities that encourage, incentivize, are related to, or actually constitute illegal and/or criminal activities.

(7) Without PDAX's prior and express written consent, you are prohibited from using the Mintoo Data and/or Mintoo Properties for or in relation to:

- activities that make use of prices and other information in the Mintoo Platform and information, to the extent not expressly allowed under specific terms applicable to a relevant Digital Collectible, related to Digital Collectibles;
- data feeding or streaming services that make use of any Mintoo Data or Mintoo Property;
- generating any profit or receiving any gain or benefit through any other website/app/service that charge for fees for the use of the Mintoo Data or any Mintoo Property, such as, but not limited to, advertising or referral

fees; and/or

- giving any form of access to, or selling your Mintoo Account to a third party, which may constitute fraud, impersonation or identity manipulation.

(8) You may not perform the following activities:

- use any deep linking, web crawlers, bots, spiders, or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the Mintoo Platform, or Mintoo Properties, or replicate or bypass their navigational structure or presentation in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through the Mintoo Services;
- attempt to access or connect to, any part or function of the Mintoo Platform or the Mintoo Services through ethical, legal or illegal hacking, password mining, or any other unauthorized, unlawful or prohibited means;
- probe, scan or test the vulnerabilities of the Mintoo Platform or the Mintoo Services or any network connected to them, or violate any security or authentication measures on the Services or any network connected to the Mintoo Platform or the Mintoo Services, unless with PDAX's prior written consent;
- reverse look-up, track or seek to track any information of any Users or visitors of the Mintoo Platform or the Mintoo Services;
- directly transmit Digital Collectibles purchased using the Mintoo Platform to digital asset mixers, or perform any act meant to mask the source, history, or chain of custody of Digital Collectibles;
- take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Mintoo Services or the Mintoo Platform, or the infrastructure of any systems or networks connected to the Mintoo Services or the Mintoo Platform;
- use any devices, software or routine programs to interfere with or disrupt the normal operation and proper working of the Mintoo Platform or the Mintoo Services or any transactions thereon, or any other person's use of the Services, including the bypassing of any measures we may use to prevent or restrict access to the Mintoo Platform (or any part thereof) or the Mintoo Services;
- incorporate the Mintoo Platform, Mintoo Services, Mintoo Properties or any portion thereof into any other program or product without our express prior written consent. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Mintoo Platform or Mintoo Services in our sole and absolute discretion;
- forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to, or to falsely state or otherwise misrepresent you or your affiliation with any person or entity to, PDAX ; or
- use your Mintoo Account, the Mintoo Platform or Mintoo Services illegally, or in furtherance of illegal activities.

7. ASSUMPTION OF RISK

You understand and agree that holding Digital Collectibles comes with significant risks as the price and value of such assets are subject to market forces. The prices may change rapidly and potentially cause great losses to you. PDAX has no control over the pricing and valuation of Digital Collectibles, and as such, PDAX shall not be liable for any losses you may incur in transacting, dealing, or trading Digital Collectibles.

By using the Mintoo Services, you acknowledge and accept all risks of acquiring, trading, possessing, or otherwise transacting with Digital Collectibles through the Mintoo Services. Among other risks:

a. you may lose Digital Collectibles;

b. your Digital Collectibles may lose some or all of their value;

c. you may be unable to acquire, transfer, trade, lend, or access Digital Collectibles; d. you may, as a result of your transactions, owe amounts of Digital Collectibles greater than the amount available in your Mintoo Account;

e. you may be unable to receive financial benefits available to other holders of Digital Collectibles;

f. you may suffer other types of financial losses; and

g. you may be exposed to and suffer loss or damage arising from the following risks, among others:
    - the price and liquidity of Digital Collectibles are subject to large fluctuations and may be volatile and unpredictable in relation to Fiat Currency;
    - Digital Collectibles are not legal tender, and are not backed by any government;
    - your Mintoo Account and value balances are not subject to Philippine Deposit Insurance protection;
    - legislative and regulatory changes or actions in the Philippines or any other jurisdiction, such as but not limited to a Digital Collectible being subject to any prior government registration or approval process, may adversely affect the use, transfer, sale, trade, and value of Digital Collectibles;
    - PDAX may, following its reasonable determination based on all information available to it, suspend or discontinue support for the transfer, storage, trading, sale, and/or other activity involving certain Digital Collectibles on the Mintoo Platform;
    - Digital Collectible blockchains may fork, and we may not support the forked Digital Collectible promptly or at all;
    - Blockchains are outside our control, and you may lose assets due to blockchain activities;
    - we may choose not to support airdrops;

- transactions involving Digital Collectibles are non-cancellable and irreversible, and accordingly, losses due to fraudulent, erroneous, or accidental Trades or transactions may not be recoverable;
- some transactions in Digital Collectibles shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other user initiates or completes transactions on the Mintoo Platform;
- the value of Digital Collectibles may be derived from or influenced by the continued willingness of market participants to trade Fiat Currencies for Digital Collectibles, which may result in the potential for permanent and total loss of value of a particular Digital Collectible should the market for that Digital Collectible disappear;
- the nature of Digital Collectibles may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by PDAX may prevent access to, or use of, your Digital Collectibles or the Mintoo Platform;
- PDAX may experience sophisticated cyberattacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Mintoo Services;
- PDAX having Digital Collectibles on deposit or with any third-party in a custodial relationship has attendant risks, which include security breaches, risk of contractual breach, and risk of loss;
- your use of the Mintoo Services may be subject to international export controls and economic sanctions requirements;
- Digital Collectibles blockchains may become congested or become nonoperational because of attacks, bugs, hard forks, or other unforeseeable reasons; and
- there is no assurance that a person who accepts a Digital Collectible today will continue to do so in the future.

You are solely responsible for, and it is entirely incumbent upon you to make, an independent and diligent evaluation and assessment of the merits, benefits, risks, security, integrity, operation, and platform of any Digital Collectibles that you decide to acquire or trade. You represent and warrant that you have sufficient knowledge, experience, understanding and information to make such evaluations and have taken such professional advice as you deem necessary and appropriate. You should consult your financial advisor, legal and/or tax professional regarding your specific situation and financial condition and carefully consider whether trading or holding Digital Collectibles is suitable for you before you avail of the Mintoo Services.

You accept the risks associated with the use of the Mintoo Platform and the Mintoo Services in transacting Digital Collectibles and hereby understand and agree that the Mintoo Platform, the Mintoo Services, and any product, service or other item provided by or on behalf of PDAX under these Term and Conditions are provided on an “as is” and “as available” basis. You agree that use of the Mintoo Platform and any of the Mintoo Services is at your own risk and you are solely responsible for interactions with any other User of the Mintoo Services or any third party, and for backing up and preserving any information you store or transfer through the Mintoo Platform and the Mintoo Services. PDAX assumes no responsibility whatsoever for harm that may come to you as a result of your interactions

with any other User of the Mintoo Services or third party, or for loss of data.

To the fullest extent allowed by Applicable Laws and Rules, you waive any claim, cause of action, and/or demand against, and will keep the PDAX Group free and harmless from any claim or action arising from any and all risks expressly disclosed and assumed by you, including those necessarily implied therefrom.

8. GOVERNING LAWS

a. You understand and agree that these Terms and Conditions shall be governed by and construed in accordance with applicable laws of the Republic of the Philippines.

b. All Applicable Laws and Rules, and circulars, rules and regulations, and guidelines of Regulatory Authorities in the Philippines, shall be deemed incorporated into these Terms and Conditions. As such, you agree that your Mintoo Account, the Mintoo Platform, and Mintoo Services shall be governed by and subject to all applicable laws, circulars, rules and/or regulations issued by any regulatory bodies or agencies in the Philippines.

c. You are solely responsible for complying with all all Applicable Laws and Rules to your activities on the Mintoo Platform and your use or availment of the Mintoo Services. You are solely responsible for determining and assessing the types of taxes, duties or applicable regulatory fees and/or charges if any, that apply to the Trades and any other transactions you complete using the Mintoo Services and for reporting and remitting the correct taxes to the appropriate tax authority. You are responsible for obtaining independent expert tax advice in relation to your use of and income earned using the Mintoo Services. PDAX has no responsibility or liability for determining whether taxes apply to your Trades or for withholding or remitting on your behalf any taxes arising from any Trades.

9. NOTIFICATION AND COMMUNICATION

You consent to receive all communications sent by PDAX through the PDAX Platform, mail, email, short messaging service (SMS), instant messaging, official PDAX social media accounts, websites, in-app push notifications, or any other forms of communication, which shall be deemed to have been fully delivered to you upon sending or posting. PDAX reserves the right to elect the most appropriate and effective way of communicating with you. You understand and agree that PDAX can send notifications, statements, and/or other matters to your last known mailing or electronic mail address on record. PDAX may also communicate with you through SMS to the last known mobile phone number appearing on our records.

You understand and agree that you shall be deemed to have received any communication or information PDAX sends or communicates to you, regardless whether: (i) you do not receive it because your contact information on file is incorrect or not updated; (ii) the communication is blocked or flagged due to causes outside of the control or those not attributable to PDAX, such as when flagged as spam by your service provider; (iii) you opt

out of receiving electronic communications from the Company; or (iv) you are otherwise unable to receive electronic communications. It is your sole responsibility to keep your contact information with PDAX up to date. Your contact information on record is presumed current and updated until you change them.

10. REPRESENTATION AND WARRANTIES

You represent and warrant each time you access or use your Mintoo Account and/or avail of the Mintoo Services that:

a. you understand and agree that you have all the legal capacity and authority necessary to enter into this Agreement with PDAX and use the Services, whether for your own account or for the account of a legal entity you legally represent;

b. if you act as an agent or representative of a legal entity, and enter into these Terms and Conditions on its behalf, (i) the legal entity has authorized you, through the appropriate corporate actions, to deal and transact with PDAX on its behalf, and bind it to these Terms and Conditions, amendments, any addenda, and all rules and policies deemed incorporated herein which may be applicable to the legal entity you represent; (ii) the legal entity is duly authorized to open a Mintoo Account and avail of the Mintoo Services, and (iii) you have all the necessary power and authorizations to access and use the legal entity's PDAX Account and avail of all applicable Mintoo Services on its behalf;

c. your opening of a Mintoo Account and the use of the Mintoo Services will not violate Applicable Laws and Rules, whether in the Republic of the Philippines or abroad, including but not limited to regulations on anti-money laundering, anti-corruption, counter-terrorist financing, cybercrimes, and data privacy protection;

d. you will not misuse, abuse, nor subject any part of your Mintoo Account, the Mintoo Platform, the Mintoo Services, other products or services for purposes other than its intended use;

e. any and all information, data, and documents that you provided, are now providing, and will provide in the future, are true, complete, and accurate; soft copies of all documents that you uploaded, are uploading, and will upload in the future, are true, complete, and accurate copies of the originals; with the undertaking to hold PDAX free and harmless from any and all damage and liability arising from any untrue, incomplete, or inaccurate information, data, and documents that you may have knowingly or unknowingly provided, are now providing, and will provide in the future;

f. you have not been previously suspended or removed from using the Mintoo Services;

g. you are not a citizen or resident of a prohibited location, a jurisdiction subject to sanctions, economic or otherwise, by the United Nations or other Regulatory Authorities, and/or identified as an "other monitored jurisdiction" in the Financial Action Task Force and/or AMLC's list of "high-risk and other monitored jurisdictions", you are not yourself included in or dealing with any person included in such sanctions list as published from time to time by applicable authorities, and you will not use the Mintoo Platform or the Mintoo Services to supply to or transact any Digital Collectibles or Fiat Currency to or from a prohibited jurisdiction or with a sanctioned person;

h. your answers to risk profile questionnaires, if you are asked to accomplish them, are true, complete, and accurate;

i. (I) you are the lawful owner of any Digital Collectible or Fiat Currency that (A) you sell, transfer, or deliver to (i) any User within the Mintoo Platform or (ii) to PDAX under any transaction, or (B) introduce in any manner into the Mintoo Platform, with marketable title thereto, (II) you have the absolute right to sell, assign, convey, transfer, and deliver such Digital Collectibles or Fiat Currency, and (III) the Digital Collectibles or Fiat Currency are free and clear of any and all security interests, liens, pledges, pending or threatened claims, charges, escrows, encumbrances, or similar rights;

j. if you are a natural person, only you will access your Mintoo Account, and you shall not permit any other person to access and/or use your Mintoo Account for any purpose whatsoever;

k. if you are a juridical person, only your representatives, as authorized by valid and duly executed corporate actions, will access your Mintoo Account or avail of the Mintoo Services on your behalf, and your representatives are fully aware of, and will comply with, these Terms and Conditions, the Privacy Policy, and any other rules and regulations issued by PDAX which may be applicable to you;

l. your Mintoo Account will not be used for or on behalf of another person, whether directly or indirectly;

m. you will not perform any act which: (i) will cause PDAX to be treated as a United States real property holding corporation under the United States Internal Revenue Code, as amended; or (ii) will cause the PDAX Group to violate the U.S. Foreign Corrupt Practices Act, or to become a sanctioned person under any sanctions lists, including those issued by the Office of Foreign Assets Control of the United States Department of the Treasury, and the Bureau of Industry and Security of the United States Department of Commerce;

n. nothing in these Terms and Conditions and the Privacy Policy, and any other rules and regulations issued by PDAX which may be applicable to you shall interfere with or will result to a breach of any other agreement, court decision, arbitral award, or any other document or issuance to which you are bound; and

o. PDAX will not be liable for the effects, results, functions, uses, or reliability of any of the Services if such warranties are not made or otherwise breached.

11. DISCLAIMER OF WARRANTIES

The Mintoo Platform, the Mintoo Services, Digital Collectibles, and any product, service or other item provided by or on behalf of PDAX are provided on an “as is” and “as available” basis.

To the maximum extent permitted under Applicable Laws and Rules, PDAX expressly disclaims, and you expressly waive, any and all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, warranties against hidden defects, fitness for a particular purpose, title, or noninfringement or warranties arising from course of performance, course of dealing, or usage in trade. The entire risk arising out of the use or performance of the Services and/or the PDAX Platform, including those pertaining to blockchain operations, and portions thereof operated or maintained by third-party service providers and/or third-party partners, if any, remains with you.

More specifically:

a. PDAX does not warrant and/or guarantee prices or value of Digital Collectibles. You understand and agree that prices or value of Digital Collectibles may rapidly change, increase, decrease or potentially fall to zero. PDAX does not warrant and/or guarantee any income, interest, or the like arising from any transaction in using the Mintoo Platform and Mintoo Services.

b. PDAX has no control over the Digital Collectibles traded using the Mintoo Platform. Unless stated in a specific Digital Collectible, PDAX has no control over quality, security, or legality of the Digital Collectible involved in any transaction within the Mintoo Platform. PDAX does not warrant or guarantee that other Users you are dealing with will complete a transaction or legally own or possess the Digital Collectibles or Fiat Currency they are trading, the truthfulness of the transaction information, or the capacity of the parties to enter into and complete any transaction.

c. PDAX makes no representation or warranties regarding timelines for complete processing of transactions or requests for transfers of Digital Collectibles or Fiat Currency to or from your Mintoo Account as these are dependent upon several factors outside PDAX's control.

d. PDAX does not warrant the accuracy, adequacy, reliability, or completeness of any information and materials found on the Mintoo Platform and Mintoo Services, and expressly disclaims liability of errors or omission of such information. No warranty is given that the Mintoo Platform and Mintoo Services are free from any virus or other malicious, destructive, or corrupting code, or program. PDAX also does not warrant uninterrupted access to the Mintoo Platform and Mintoo Services, or that either will be free from any errors. We make no warranties or representations, express or implied, as to the timeliness, accuracy, quality, completeness, or existence of the content and information posted in the Mintoo Platform and Mintoo Services. We make no warranties or representations, express or implied, for technical accessibility, fitness or flawlessness of the Mintoo Services. We make no representations about the accuracy, order, timeliness or completeness of historical Digital Collectible data (including price data) available on the Mintoo Platform.

e. PDAX makes no warranties or representations that your use of content and information posted on the Mintoo Platform or that your availment of Mintoo Services will not infringe rights of third parties.

f. PDAX does not make any warranties or representations in relation to third-party content and services. In accessing the Mintoo Platform or in your availment of Mintoo Services, you may view, have access to, and may use the informational content, products, or services of one or more third parties ("Third Party Content" and "Third Party Services" respectively). In each of these cases, you agree that you view, access or use such content and services at your own election. Linked websites are neither maintained nor sponsored by PDAX, but merely placed for your information and convenience. Such websites should only be accessed at your own risk. Your reliance on any Third Party Content and use of Third Party Services in connection with the Services is governed on one hand by these Terms and Conditions but, on the other, will also generally be subject to separate terms and conditions set forth by the applicable third party content and/or service provider. Those terms and conditions may involve separate fees and charges or may include disclaimers or risk warnings about reliance on or the accuracy of any information. Such terms may also apply a privacy policy different from PDAX's Privacy Policy. It is

your responsibility to understand the terms and conditions of Third Party Services, including how those service providers use any of your information under their privacy policies.

g. Unless otherwise indicated by PDAX in a specific Digital Collectible, PDAX does not perform intellectual property checks and does not guarantee that Digital Collectibles sold in the Mintoo Platform, including their Covered Media, are original artworks, or that Creators have intellectual property rights over them.

h. PDAX does not guarantee that Creators will honor their commitments in relation to Covered Utilities, or that the parameters set out by Creators for availment of Covered Utilities are fair and reasonable.

You are solely responsible for conducting due diligence and assessment on Digital Collectibles, and their Covered Media and Covered Utilities. They are listed in the Mintoo Platform on an as-is basis, without any warranties by PDAX (unless otherwise expressly stated in the specific Digital Collectible).

Insofar as the User is concerned, PDAX merely provides a platform for exchanging Digital Collectibles. Creators are solely and exclusively responsible for Digital Collectibles that they created, including rights, obligations, and responsibilities involving Covered Media and/or Covered Utilities. As such, Creators, in general, receive profits from primary sales and royalties while PDAX only receives commissions for transactions and Trades.

You clearly and categorically waive any and all claims against PDAX in relation to Digital Collectibles, Covered Media, and Covered Utilities.

12. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

You permit and authorize PDAX to process, store, share, transfer, and/or disclose, all information related to your account whether personal, sensitive, and/or privileged with:

a. third persons and entities engaged by PDAX to facilitate account administration, management and/or implementation;

b. PDAX Group to assist the Company in the collection, recording, organization, storage, modification, retrieval, use, consolidation, blocking, erasure, destruction of data, administration, implementation, and servicing of accounts, other products, and facilities;

c. Philippine or foreign government regulatory and/or enforcement agencies for reports relating to your Mintoo Account and account history including but not limited to your past dues, limit breaches, covered and suspicious transactions (as may be applicable), and other reports ordered by such regulatory/enforcement agencies;

d. third parties or entities engaged by PDAX or the PDAX Group under the duty of confidentiality to offer other products and services;

e. service providers, professional advisers, or like entities engaged by PDAX to assist in the administration and/or maintenance of its products, facilities, and services, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research, storage and archiving;

f. Regulatory Authorities having regulatory supervision over PDAX;
g. assignees of PDAX's rights and/or obligations;
h. such other persons or entities that PDAX may deem to have authority or right to receive information such as but not limited to: (i) payment channels; (ii) banks and/or remittance companies, credit card companies, and their respective service providers; (iii) outsourcing agents for the completion of KYC Program and Procedures, customer due diligence, AMLA, data privacy compliance, and other functions which may be outsourced such as but not limited to printing, processing and distribution of statement of accounts; and (iv) other persons with your consent as you have determined or by applicable contract.

Your consent shall likewise be deemed to extend to and as your agreement in relation to any law subsequently enacted pertaining to the processing, storing, sharing, updating, and disclosure of any personal information or such other information that may be required for the purposes enumerated above.

You give your consent to PDAX, to display your and/or your transaction recipient's names, in full or shortened form, in connection with the Services.

You also give your consent for PDAX to share your full name, registered mobile number, email address, and other registered contact information that partner payment channels may require in the future in connection with their internal procedures, to entities connected to these partner payment channels, including, but not limited to, Bancnet and other sending institutions.

This Clause 12 shall form part of, and shall accordingly be qualified by, the Privacy Policy.

13. DATA PRIVACY

You understand and agree that PDAX will be collecting information from you including but not limited to personal information. You can only access the Mintoo Platform with respect to your personal information. You are not allowed to access the personal information of persons other than yourself.

We will process this personal information in accordance with the Privacy Policy. The Privacy Policy explains the process of collecting, protecting, using, sharing, storing, retaining, and disposing of personal information of Users, and is deemed to be incorporated in these Terms and Conditions. It also includes the right of Users to their personal and other information which were provided as required in the opening and maintenance of the PDAX Account. You hereby represent and warrant that you have read and understood our Privacy Policy before providing any personal information to PDAX.

You understand and agree that PDAX reserves the right and authority to collect, protect, use, share, store, process, retain, delete, destroy, and dispose of all the information you have and will disclose to PDAX, subject to and as allowed by Applicable Laws and Rules in a safe and reasonable manner.

PDAX reserves the right to, throughout its relationship with you, gather more information

as it may deem fit, in accordance with Applicable Laws and Rules, and in compliance with its own KYC Program and Procedures, customer due diligence, AMLA, and data privacy compliance.

14. INTELLECTUAL PROPERTY PROTECTION

Except as may otherwise be provided under this Terms and Conditions or any addendum, the following rules apply.

a. Mintoo Properties are protected, to the maximum extent permitted, by Republic Act No. 8293, or the Intellectual Property Code of the Philippines (as amended), its implementing rules and regulations, issuances of the Intellectual Property Office, and international treaties and/or conventions pertaining to intellectual property rights.

b. Content and information displayed on or through the Mintoo Properties are protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. You understand and agree that all information you see and/or read on the Mintoo Platform or in relation to the Mintoo Services are copyrighted unless otherwise stated. You agree not to copy, use, distribute and/or exploit any information, in any manner, without the written approval of PDAX except when these Terms and Conditions expressly allow you to. You may not decompile or disassemble, reverse engineer, or otherwise attempt to discover or determine any source code, algorithms, methods or techniques embodied by the Mintoo Platform, the Mintoo Services or any derivative works thereof or those contained in the Mintoo Properties. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, remove, alter, sub-license, private label, create derivative works, or grant security interests in, any aspect of the Mintoo Properties. PDAX neither warrants nor represents that your usage of any materials displayed on this website will not infringe the rights of third parties.

c. All trademarks, service marks, trade names, logos, and icons displayed on Mintoo Platform, the Mintoo Services or the Mintoo Properties are licensed to, or registered and unregistered proprietary marks of PDAX. You shall not reverse engineer, decompile, or disassemble such trademarks or attempt to discover the source code of the Mintoo Properties. Nothing in this Agreement should be construed as a grant of any license or right to use any mark displayed on the Mintoo Properties, the Mintoo Platform or in relation to the Mintoo Services without prior written consent of PDAX. Our intellectual property rights to our resources in any of its forms, including the Company logo, belong to us and may not be used without our prior written consent.

d. You agree that you do not have any claim of ownership over any and all intellectual properties included in, or which may be found in, the Mintoo Platform, the Mintoo Services and Mintoo Properties, except as otherwise provided in these Terms and Conditions. You hereby waive the right to raise any such claim before courts of law and administrative tribunals or any Regulatory Authority.

e. PDAX does not review Creators' intellectual property rights over Digital Collectibles or Covered Media related to Digital Collectibles. It is the Creator's sole responsibility, and it is part of a Creator's warranty, to have the necessary intellectual property rights and authorizations in relation to the Digital Collectible, including the Covered Media. Should you become aware of any intellectual property right violations, please contact legal.team@mintoo.ph.

15. COMPLAINTS, DISPUTES, AND ARBITRATION

a. Complaints or Disputes

If you have any complaints relating to the products or Mintoo Services accessed through the Mintoo Platform, you may contact us within thirty (30) calendar days after the Order or transaction subject of your concern through any of the following official channels: (i) Webchat: https://support.pdax.ph/ (click webchat feature); (ii) 'Customer Support' webpage at https://support.pdax.ph; and (iii) Email: support@pdax.ph. In doing so, please provide your name as registered with your Mintoo Account, email address connected with your Mintoo Account, and any other information that we may need to identify you, your Mintoo Account, and the particulars of the Order and/or transaction on which you have feedback, questions, or complaints.

You irrevocably agree that you shall be deemed to have waived or relinquished your claim or cause of action in relation to a particular transaction upon your failure to notify PDAX regarding your complaint within thirty (30) calendar days from the relevant Order or transaction.

b. Disputes

If you have a Dispute with PDAX, you agree to contact our support team in the first instance to attempt in good faith to resolve such Dispute. You must contact us in writing within thirty (30) calendar days after the Transaction occurred or from the Order date. You irrevocably agree that you shall be deemed to have waived or relinquished your claim or cause of action in relation to a particular transaction upon your failure to notify PDAX regarding your complaint within thirty (30) calendar days from the relevant Order or transaction.

In your communication to us, you should clearly indicate how you would like us to resolve the Dispute and any other information you believe to be relevant. We will process the information provided in accordance with the Privacy Policy which can be found at https://pdax.ph/legal.

PDAX will assess whether your complaint or request is one which: (1) does not involve complex issues and can be resolved or acted upon immediately by PDAX without need for third party intervention ("Simple Complaint or Request"); or (2) requires assessment, verification, or investigation with third-party intervention, such as services providers, external auditors, or other financial institutions ("Complex Complaint or Request").

Within nine (9) calendar days from receipt of complete documents related to your Simple Complaint or Request, PDAX will address the points raised therein by sending you an email in which PDAX may respond in any of the following ways: (i) offer to resolve your Simple Complaint or Request in the way you requested; (ii) make a determination rejecting your Simple Complaint or Request and set out the reasons for the rejection; or (iii) offer to resolve your Simple Complaint or Request with an alternative solution.

PDAX will communicate the resolution of any Complex Complaint or Request within forty seven (47) calendar days from receipt of complete documents related to your Complex Complaint or Request. If assessment and investigation on Complex Complaints or Requests cannot be completed within this timeframe, PDAX shall inform you of: (i) the reason thereof; (ii) the need for extended time frame; and (iii) date on which you may expect the outcome of the assessment and/or investigation, which shall not exceed forty five (45) calendar days from the end of the original timeframe for the resolution of such Complex Complaint or Request.

The parties agree to negotiate in good faith to resolve the Dispute (which discussions shall remain confidential and be subject to Applicable Laws and Rules protecting settlement discussions from use as evidence in any legal proceeding).

Any offer of resolution made to you will only become binding if and once you accept it by return email. An offer of resolution will not constitute any admission by PDAX of any wrongdoing or liability regarding the subject matter of the complaint.

c. Raising Concerns to the BSP

PDAX is duly licensed and regulated by the BSP and ensures compliance with all applicable consumer protection regulations. You agree to resort to our customer support channels to resolve your concern at the first instance. After initial resort to our customer support channels, you have the option to elevate your complaint to the BSP through their Consumer Assistance Mechanism, in accordance with the procedure set forth in BSP Circular No. 1169, series of 2023.

For any legitimate concern, you can reach the Bangko Sentral Financial Consumer Protection Department through its email: consumeraffairs@bsp.gov.ph.

d. Judicial Recourse

Unless otherwise stated in a separate agreement duly executed between the User and PDAX, any Dispute, claim, or controversy related to the enforcement of PDAX's intellectual property rights, applications for injunctive relief whether provisional or in the main, or those which arise from or in connection with these Terms and Conditions, the PDAX Platform Rules, or the PDAX Properties, including but not limited to those arising out of or relating in any way to your access to or use of the Services or of the PDAX Platform, any communications you receive, or any question regarding the existence, validity, termination, interpretation, enforceability, or breach of these Terms and Conditions, whether the claims arise during or after the

termination of the User's relationship with PDAX, including claims and Disputes that arose between you and PDAX before the effective date of the current version of the Terms and Conditions which do not fall under the jurisdiction of the BSP as set forth in BSP Circular No. 1169, series of 2023 (as may be amended in the future) shall be resolved before the regular courts or the appropriate administrative tribunals.

You further agree that any Dispute, claim, or controversy arising out of or in relation to these Terms and Conditions, additional rules and addenda applicable to you, and the Mintoo Properties are personal to you, and solely between you and PDAX, and will not be brought by you as a class action, or any other type of representative proceeding.

e. Set-Off

You agree that PDAX may, at any time set off any of PDAX's receivables from you with the Digital Collectibles or Fiat Currency in your Mintoo Account. This applies whether the receivables from you are present or future, liquidated or unliquidated, denominated in Fiat Currency or Digital Collectibles. If the receivables to be set off are different from the Digital Assets or Fiat Currency in your Mintoo Account, PDAX may convert them at market rate of exchange for the purpose of set off.

16. LIMITATION OF LIABILITY

The liability of the PDAX Group to you or any third parties in any circumstance for any claim or series of connected claims for losses, costs, liabilities, or expenses, which you may suffer as a result of or in relation to any perceived breach by PDAX of these Terms and Conditions is limited to the aggregate amount of fees paid by you to PDAX in the 12-month period immediately preceding the event giving rise to PDAX's or the PDAX Group's perceived liability.

You acknowledge and agree that, to the maximum extent allowed by Applicable Laws and Rules, PDAX shall not be liable for any of your losses caused by any of the following events, including but not limited to:

a. losses of profits or anticipated profits, actual or hypothetical trading losses, or any other loss of expected revenue or gains, usage or data or any other intangible losses, including opportunity costs, any special, incidental, punitive, or consequential damages arising out of or in connection with the Mintoo Platform and/or Mintoo Services;
b. loss of or damage to reputation, goodwill, business opportunities, customers, contracts, or any other loss of revenue or actual or anticipated savings;
c. loss or use of hardware, software or data, or corruption of data;
d. use or failure to use any of the Mintoo Services;
e. unauthorized use of your Mintoo Account, unauthorized use of the Mintoo Services purported to be done on your behalf, or unauthorized alteration of your data by third parties;
f. your misunderstanding of the Mintoo Services;

g. loss or damage arising out of or relating to any inaccuracy, defect, or omission in any data or information (including price data) for Digital Collectibles, any error or delay in the transmission of such data, or any interruption in such data;
h. loss or damage attributable to any risk that has been disclosed to and assumed by you, including those disclosed under these Terms and Conditions, and any rules and policies incorporated in these Terms and Conditions by way of reference, and/or those necessarily implied from such expressly assumed risks;
i. loss of Digital Collectibles and/or Fiat Currency arising from the management and security of any wallet that you designate or the failure of any transfer of Digital Collectibles between your Mintoo Account and your designated wallet;
j. loss or damage that is punitive or exemplary in nature;
k. your failure to adhere to any policies and procedures established by PDAX from time to time;
l. your failure to adhere to any risk controls or other limits or restrictions imposed by PDAX from time to time;
m. any action of PDAX taken pursuant to these Terms and Conditions;
n. an Extraordinary Event;
o. any fork or system upgrade involving a Digital Collectible;
p. any action taken by PDAX as it deems reasonably necessary to ensure its compliance with Applicable Laws and Rules;
q. any action by any person, including, but not limited to, authorized representatives of a juridical entity User, obtaining access to the Services using the User's security credentials, whether or not such access was authorized by such User;
r. any actions, omissions, defaults or insolvency of any issuer of a Digital Collectible;
s. any actions, omissions, defaults or insolvency of any third-party infrastructure provider, such as a custodian or wallet provider, utilized by either the User or PDAX in connection with the Mintoo Services;
t. failure of software or any other portion of the Mintoo Platform, whether or not reasonably foreseeable;
u. hacking or any other malicious attempts to gain unauthorized access to your Mintoo Account, the Mintoo Platform, its servers, its code base, and/or the Digital Collectibles of PDAX and/or its Users;
v. failure to access, or withdraw Digital Collectibles or Fiat Currency from your Mintoo Account due to market conditions, financial volatility, or measures taken by PDAX to ensure its survival and continuing operations;
w. failure to timely complete a transaction due to blockchain overload;
x. failure or interruption of internet connection;
y. introduction of malicious software;
z. the User's breach of obligations or warranties, or inaccuracy of representations as conformed or incorporated in these Terms and Conditions, Privacy Policy, all rules and addenda applicable to you, and other relevant documents and communications;
aa. other Users' or third parties' actions, omissions, or acts that violate the Terms and Conditions and/or applicable PDAX Platform Rules;
bb. failure of security of your wallet address and private keys;
cc. exchange rate fluctuations;
dd. failure or refusal to provide functionality to Digital Collectibles including those involving technical changes to any Digital Collectibles;
ee. failure of communication;

ff. service disruptions, including by reason of regular or unscheduled maintenance carried by PDAX;
gg. inability to buy or sell Digital Collectibles due to price fluctuations and market conditions;
hh. potential harm that may come to you as a result of your interactions with any other User of the Mintoo Services or the Mintoo Platform, including risks attributable to the creditworthiness of a counterparty;
ii. loss, corruption, or unavailability of user data due to software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, Extraordinary Events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside PDAX's control;
jj. losses caused by quantum computers breaking the encryption algorithms used in various blockchains, blockchains collapsing due to market panic, contagion, liquidity issues, exploited vulnerabilities, compromised nodes, etc., and scams such as "rug pulls" wherein developers attract investors to a new cryptocurrency project, then the developers run away with raised funds from investors before the project is built; or
kk. all risks expressly disclosed in these Terms and Conditions or necessarily implied therefrom;
ll. any loss related to the Mintoo Platform or the Mintoo Services which are not directly and solely attributable to fault, wilful misconduct, or gross negligence of PDAX.

In no event shall PDAX be liable for any losses suffered by you resulting from any modification of any Mintoo Services or the Mintoo Platform, from any suspension or termination of your access to all or a portion of any Mintoo Service or the Mintoo Platform, or from interruptions due to scheduled or unscheduled maintenance of the Mintoo Platform or mobile application failures, any failure or delay of service resulting from regular or emergency network maintenance or external factors such as power failure, natural disaster, service provider-side problems, or governmental acts. You acknowledge that if Mintoo Services or access to the Mintoo Platform resume, Digital Collectible valuations and exchange rates, as applicable, may differ significantly from the valuations and rates prior to such event.

PDAX is not liable for any deviation from these Terms and Conditions, including delays, failure in performance, or interruption of the Services, where they arise directly or indirectly from abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all reservation and effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

17. INDEMNITY

You agree to indemnify and hold harmless PDAX Group from and against any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost, or expense, including attorneys' fees, fines or penalties imposed by any Regulatory Authority arising out of or relating to:

a. your use of, or conduct in connection with, the Mintoo Services, the Mintoo Platform, and/or your Mintoo Account;
b. the use of your Mintoo Account by any third party, whether or not such third party is authorized by you to access your Mintoo Account;
c. your violation of these Terms and Conditions or Applicable Laws and Rules;

d. your failure to secure your Mintoo Account login and security credentials or your API credentials or your sharing of your Mintoo Account login and security credentials or your API credentials with any third party;

e. your breach of any of your representations, warranties, and/or covenants in these Terms and Conditions and applicable PDAX Platform Rules; or

f. your violation of any Applicable Laws and Rules, or PDAX's or third-party's intellectual property, privacy, or other rights during your access to or use of the Mintoo Platform or Mintoo Services.

The PDAX Group is released and you shall indemnify them from any claims, demands, and damages of any kind arising from disputes between you, third persons, or other Users of the products and Services offered by PDAX. If you have a dispute with one or more Users of the Services, you agree that the PDAX Group will not be liable for any claims, demands and damages (actual and consequential, direct or indirect) of any kind or nature arising out of or in any way connected with such disputes.

You shall indemnify and hold the PDAX Group free and harmless from and against any and all liabilities, penalties, interests, surcharges, and taxes in connection with, or arising from, any transaction or your use of the Mintoo Platform, or any delay or failure on your part to pay, withhold, or report any and all taxes and levies connected, directly or otherwise, to any transaction or your use of the Mintoo Platform.

18. NO FIDUCIARY RELATIONSHIP OR INVESTMENT ADVICE

a. PDAX is not your investment advisor and has no fiduciary relationship or obligation to you in connection with any Order, Trades or any other transactions, decisions, or activities carried out by you using the Mintoo Platform and/or Mintoo Services. Nothing in these Terms and Conditions shall be deemed or is intended to be deemed, nor shall it cause, either you or PDAX to be treated as partners or joint venturers, or as the agent of the other.

b. You understand and agree that the information on the Mintoo Platform or in any of social media pages, social media groups, websites and advertisements published in relation to the Mintoo Platform or Mintoo Services is solely intended to inform users of the nature of PDAX's business and products related to the Mintoo Platform and the Mintoo Services. It is not intended, and does not constitute any form of investment or financial advice, or legal or tax advice, or an offer to purchase or invest in any kind or type of Digital Collectible. No information on the Mintoo Platform, or in any social media pages, social media groups, websites and advertisements published in relation to the Mintoo Platform or Mintoo Services should be taken as an endorsement, recommendation, or sponsorship of any company issuing or offering to sell or purchase Digital Collectibles. No communication or information provided to you by PDAX shall be considered or treated as advice. You understand that any recommendations or commentary made by PDAX, its employees or representatives or other Users should be considered generalized in nature and that you must use your own independent judgment and/or seek the advice of an expert before taking any action as a result of any such recommendation or commentary. PDAX does not make any warranty as to the accuracy or completeness of any such recommendation or commentary.

c. You also understand and agree that there are inherent risks in relying, using, or retrieving any information from the Mintoo Platform, and in any of social media pages, social media groups, websites and advertisements published in relation to the Mintoo Platform or Mintoo Services. PDAX encourages you to evaluate any information you may encounter from these sources and to seek help or guidance from appropriate professionals to evaluate any product, service or opinion.

d. You understand and agree that PDAX is designed to integrate services offered by its Partners, clients, other Digital Collectible exchanges, banks, or financial institutions not to replace their services. PDAX may, from time to time, share with you general information regarding non-investment matters but you must only rely on your professional adviser rather than any information PDAX shares.

e. You acknowledge that any requests for information are unsolicited and any information provided shall neither constitute nor be construed as investment advice by PDAX to you, nor constitute the formation of an investment advisory relationship, or any other client-advisor relationship. PDAX advises you to seek independent advice from a qualified professional.

f. You further understand and agree that PDAX does not guarantee suitability or potential value of any Digital Collectible or information source.

19. Digital Collectibles

a. The Mintoo Platform supports specific Digital Collectibles. PDAX reserves the right to elect which Digital Collectibles will be available on the Mintoo Platform, and it may change the same from time to time. PDAX shall not be held liable for any damage or loss you may incur by transacting or attempting to transact a Digital Collectible which PDAX does not or ceases to support.

b. Since blockchain transactions are immutable, PDAX is unable to reverse or cancel on-chain Transactions once they are confirmed by the User. Nevertheless, PDAX reserves the right to reverse or cancel any off-chain transaction as provided in these Terms and Conditions, including potential high-risk transactions such as those made using reversible payment methods.

c. PDAX's support of any particular Digital Collectible for transfer, storage, trading, or any other activity is not in any way indicative of PDAX's approval, endorsement, or recommendation of the Digital Collectible or the integrity, security, or reliability of the Digital Collectible or the software, networks, protocols, systems, and other technology used to administer, create, issue, transfer, cancel, use or transact in the Digital Collectible. PDAX expressly disavows any warranty about the integrity, soundness or suitability of any Digital Collectible for trading or ownership by you.

d. From time to time, PDAX may remove one or more Digital Collectibles from the Mintoo Platform such that you will no longer be able to access such Digital Collectibles as part of the Services and will no longer be able to buy or maintain balances in such Digital Collectibles or make any transfers thereof, in each case with

immediate effect for any reason whatsoever, including where PDAX reasonably determines, based on all information available, that it is required to do so by Applicable Law and Rules or the Digital Collectible issuer, including, without limitation, any securities laws, or any court or authority to which PDAX is subject in any jurisdiction. You hereby acknowledge and consent to PDAX's right to remove a Digital Collectible from trading on the PDAX Platform, including, without limitation, to cancel your outstanding instructions or Orders for the removed Digital Collectibles and require you to withdraw or transfer to another wallet or platform such removed Digital Collectible, if withdrawal or transfer is still possible, within a reasonable period of time, beyond which you will no longer be able to access such Digital Collectibles. Under no circumstances shall the PDAX Group be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, due to any of the PDAX Group's action or inaction in accordance with these Terms and Conditions.

e. You are fully responsible for any mistakes, errors or defects which may arise in the course of any Transaction that leads to partial or complete loss of your Digital Collectibles. PDAX shall not be liable for any damages resulting from any actions previously described. PDAX shall in no case be liable for any loss, including, but not limited to, transfers between addresses, transactions, deposits or withdrawals resulting from your improper actions or activities, or erroneous transactions, deposits or withdrawals resulting in your Digital Assets being lost. PDAX shall not compensate you for any losses resulting from such actions or activities.

20. ACCOUNT OPENING AND MAINTENANCE

a. Account Opening

i. You must register in accordance with these Terms and Conditions to open and be given access to a Mintoo Account. PDAX shall make its electronic platform available for User on-boarding at all times of the day, including for account creation, activation, customer risk appetite assessment, and KYC document uploads.

ii. Based on your answers to the customer risk appetite assessment, you may be restricted as to the type of Services you can access and your Mintoo Account tier level.

iii. You further understand and agree that to transact, buy, and/or sell Digital Collectibles through the Mintoo Platform, you shall (as may be required by PDAX): undergo identity verification, provide KYC information through a questionnaire, provide documentary proof to validate KYC information that you provided, as may be requested by PDAX, and complete a customer risk appetite assessment. You also authorize PDAX to make necessary inquiries to validate the information you provided.

iv. You are required to disclose your citizenship. You understand and agree that if you are not a Filipino citizen, you may be subject to additional requirements pursuant to PDAX's KYC program and procedures. If you are a citizen of the United States of America, you are required to make all necessary and

applicable disclosures, including those related to the Foreign Account Tax Compliance Act (FATCA).

v. You understand and agree that you may be subject to enhanced due diligence due to multiple factors, including your risk profile. You may be invited to attend a call, an online due diligence session or be required to provide additional documentation and information if you are subject to enhanced due diligence.

vi. You understand and agree that opening a Mintoo Account does not constitute opening a bank account. You are not entitled to be paid any interests, and no government insurance is extended to protect your Mintoo Account.

vii. You affirm your warranty under Clause 10(e). You can update your contact information through the Mintoo Platform. In the event that PDAX has grounds to believe that any of the information provided is false, incorrect, incomplete, or outdated, PDAX reserves the right: (i) to require you to correct such information; and (ii) upon your failure or refusal to do so, to correct, remove, or delete such false, incorrect, or outdated information, or terminate all or part of the Mintoo Services you can avail of. After conducting its own KYC processes, PDAX has the sole authority to determine whether information provided by you is false, incomplete, or outdated. If PDAX is unable to contact you using the contact information you provided, you shall be fully liable for any loss, liability, or expense incurred by PDAX during your use of the Mintoo Services and/or the Mintoo Platform.

viii. You understand and agree that your Mintoo Account is personal and non-transferrable. You are only entitled to open one Mintoo Account under your verified name and identification documents, save those instances where you are explicitly permitted to open more than one through an applicable rule or addendum. PDAX reserves the right to deactivate, suspend, freeze, or close any or all multiple accounts you may or are reasonably suspected to have been opened without permission even without prior notice. You may only use your own Mintoo Account and avail of the Mintoo Services for your account and not on behalf of any third party, unless otherwise explicitly permitted through an applicable rule or addendum.

ix. PDAX reserves the right to refuse any registration, Mintoo Account opening, Trade, Transaction, or Order if you are in violation of these Terms and Conditions, if required by Applicable Laws and Rules, if ordered by any Regulatory Authority, or if PDAX has reasonable belief that your Order or Transaction is illegal, erroneous, invalid, or otherwise suspicious. PDAX further reserves the right to refuse, cancel, or terminate a Mintoo Account opening, Trade, Transaction, or Order, even after funds are debited from your Mintoo Account if it suspects that the transaction is in violation of Applicable Laws and Rules or is involved in or likely related to scams, money laundering, financing of terrorism, fraud, or any financial crime.

x. Any of the foregoing activities may be done through third party service providers, or through reliance upon third party partners. You give PDAX your absolute and unqualified consent to receive KYC information from these entities.

b. KYC Program and Procedures

i. As part of its legal and regulatory obligations, PDAX maintains policies and procedures to protect against money-laundering, terrorist financing, and other financial crimes, and to satisfy other obligations to which PDAX may be subject under its KYC obligations and other related laws and regulations. For these purposes, PDAX shall require you as a Mintoo Account holder and User to provide certain personal information in accordance with its KYC Program and Procedures. Among other purposes, the personal information gathered will be used to determine the customer's overall risk profile based on predetermined rules and tolerances. Lower risk rated customers require less due diligence and transaction monitoring, while higher risk rated customers require increased due diligence and transaction monitoring.

ii. You must promptly notify PDAX if you are or become a PEP, you are a relative or close associate of someone that is or becomes a PEP, or you are otherwise connected to a party that is or becomes a PEP. You recognize and agree that this notification is material to your risk profile rating.

iii. You further authorize PDAX, directly or through a third party, to make any inquiries it considers necessary or prudent, and to accordingly disclose your personal information or sensitive personal information, for purposes of its KYC program and procedures, including the establishment of the source of your wealth and source of funds for any transactions carried out in the course of your use of the Mintoo Services or for any Digital Collectible sent or received through the Mintoo Platform or Fiat Currency cashed-in or credited to your Mintoo Account. You also authorize (i) each third party to which such inquiries or requests are directed to fully respond to such inquiries or requests, and (ii) PDAX and/or its authorized agent to accordingly take any other action PDAX reasonably deems necessary and appropriate to comply with Applicable Law and Rules, including to report suspicious activities and transactions to the AMLC, BSP, or any other Regulatory Authorities.

iv. You affirm your warranty under Clause 10(e). You undertake to promptly notify in writing and provide PDAX with up-to-date, accurate, true and complete information regarding any changes in circumstances that may cause any such information you have previously provided to become false, inaccurate, misleading, or incomplete and also undertake to provide any other additional documents, records and information as may be required by PDAX and/or applicable law. You permit us to keep records of such information. We will treat this information in accordance with PDAX's Privacy Policy.

v. You understand and agree that you must continually submit yourself to PDAX

KYC Program and Procedures in order to fully enjoy the benefits of the Mintoo Platform and Mintoo Services. PDAX reserves the right to deny or set limits or restrictions on your access to some or all of Mintoo Services and your ability to transfer funds and/or Digital Collectibles to or from your Mintoo Account, or to delay, suspend, freeze, and/or terminate any Order or Transaction if you have not submitted any or incomplete or insufficient KYC documents, or if further verification is necessary to establish your true identity and/or the source of funds or Digital Collectibles in your PDAX Account. Transactions will resume or be completed upon submission of requested identification documents or Transaction information or until PDAX is satisfied that there is no suspicious activity in your Mintoo Account, as the case may be.

vi. You agree to PDAX's authority to suspend, freeze, or terminate your access to the Services at any time without notice as a result of any screening procedures pursuant to its KYC program and procedures, and PDAX will have no liability or responsibility for your inability to transfer Digital Assets, send Orders, execute Trades or carry out other transactions, or otherwise access the Services as a result of such suspension or termination.

vii. You understand and agree that PDAX may, from time to time, request for copies of your updated financial information, financial statements whether audited or unaudited, tax forms, including documents to verify your identity, details of beneficial ownership if relevant, details of the source and origin of your funds or wealth, and tax information. You understand that PDAX may disclose any information with respect to the User, Transactions, and activities pertaining to Mintoo Services or the User's Mintoo Account, where required by Applicable Laws and Rules, or requested by any applicable tax authority or other Regulatory Authority.

viii. PDAX conducts periodic account reviews, including customer risk profiles, changing credentials, and Transactions. Based on these periodic reviews, you may be required to submit additional information and documentation to continue using your Mintoo Account. Further, you understand that PDAX may temporarily suspend access to your account pending submission, and that PDAX shall not be liable for any loss or damage which may result from such account suspension.

ix. You understand and agree that PDAX has full discretion to discontinue your access to and use of Mintoo Services and terminate your Mintoo Account should there be any finding of fraud, misconduct, misrepresentation, and/or breach of Applicable Laws and Rules, these Terms and Conditions or any applicable addenda.

x. You understand and agree that failure to submit to PDAX's KYC program and procedures, and/or failure to cooperate with periodic account reviews shall constitute a material breach of these Terms and Conditions which may result in the discontinuation of the Services and/or the suspension or termination of your PDAX Account.

c. Account Security

i. PDAX has the authority to establish various security procedures from time to time for the creation and maintenance of a Mintoo Account and for use of the Mintoo Services. These procedures may include but are not limited to the creation of a unique password and the use of enhanced security features such as two-factor authentication, which may be mandatory or optional in nature. You will strictly abide by all PDAX mechanisms or procedures regarding security, authentication, trading, charging, and withdrawal and you will take appropriate steps to logout from your Mintoo Account at the end of each visit. You are solely responsible for any harm to you and your Mintoo Account that relates to or results from your refusal or failure to enable optional security features.

ii. You must maintain the security of your Mintoo Account by protecting your login and security credentials from unauthorized access or use. It is your responsibility to ensure the security of, and your continuous control over, any device or Mintoo Account that may be associated with enhanced security features. You also understand and agree that: (1) you are the sole person who should know and have access to your log-in credentials and other authentication key to your Mintoo Account; (2) you will not share or disclose your credentials and/or key to anyone else; (3) you shall never allow remote access or share your device with someone else when you are logged on to your Mintoo Account. You should always log into your Mintoo Account through the Mintoo Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

iii. PDAX shall not be liable for any loss or damage arising from your negligence in protecting your Mintoo Account. You understand and agree that you have sole responsibility in ensuring your Mintoo Account's security. By agreeing to these Terms and Conditions, you acknowledge and accept all risks of any authorized or unauthorized access to your Mintoo Account. You will be bound by, and you hereby authorize PDAX to accept and rely on and process, any agreements, instructions, Orders, authorizations, and any other actions made, provided, or taken by anyone who has accessed or used your Mintoo Account, whether you have authorized the access or not.

iv. You must promptly notify PDAX if you discover or suspect any unauthorized access or use of your Mintoo Account, any security breaches related to your Mintoo Account, or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or PDAX by notifying PDAX support on the Mintoo Platform as soon as possible. If information such as the login ID or password used for electronic verification on the electronic transaction system is leaked due to a theft or unauthorized access, or other similar causes, the information may be fraudulently used by a third party, and the relevant User may suffer losses.

v. Upon receipt of written notice from you about security concerns in relation to your Mintoo Account, you authorize PDAX to take reasonable measures designed to protect and secure your Mintoo Account. These measures may not be instantaneous. PDAX shall be given ample time to effect the necessary protective actions. You must take any steps that we reasonably require to report, prevent, restrict, or manage any security breach. PDAX may consider any neglect or failure on your part to promptly notify PDAX of any security breach in determining the appropriate resolution of the matter.

vi. If you give access to your Mintoo Account to a third party, whether voluntarily or through negligence, you shall be liable and responsible for the actions of the third party.

d. Third Party Access

i. If you grant express permission to third parties to access or connect to your Mintoo Account, whether through the third party's product or service or through the Mintoo Platform, or Mintoo Services, you nevertheless remain fully responsible for the third party's acts or omissions in relation to your Mintoo Account and you are deemed to have authorized any action of such third party in relation to your Mintoo Account. You acknowledge that granting permission to a third party to access your Mintoo Account and take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. In addition, you acknowledge and agree that you will hold the PDAX Group free and harmless and indemnify them from any liability caused by or related to any act or omission of any third party with access to your Mintoo Account.

You can modify or remove permissions granted to a third party with respect to your Mintoo Account at any time by contacting us via our 'Customer Support' webpage.

Any modification in your permissions with any other third party may affect how you access your Mintoo Account, subject to the terms and conditions of your user agreement with the third party.

ii. You acknowledge and agree that PDAX can refuse access to third parties for reasons relating to unauthorized or fraudulent access to your PDAX Account, money laundering, terrorist financing, fraud, or any other financial crime, and as required by Applicable Laws and Rules, provided that PDAX has objective, reasonable cause and evidence for such cause. Unless prohibited by Applicable Laws and Rules, PDAX will inform you of such denial of access to the third party and the reasons for such denial. We will permit such third party's access once we are reasonably satisfied that the reasons for refusing access no longer exist.

e. Transaction Limits

You understand and agree that your Mintoo Account is subject to transaction limits,

including limits on the number of Transactions you can place on the Mintoo Platform. You may increase your limits by adhering to PDAX's internal policies, which may include submission of corresponding KYC requirements, enhanced due diligence, appropriate customer risk appetite profile, and verification of such documents. PDAX reserves the right to increase or decrease your transaction limits as it deems necessary or appropriate.

f. Post-Mortem Affairs

Your PDAX Account, Digital Collectibles, and other related items shall be treated in accordance with the applicable laws, upon your death.

21. ACCOUNT SUSPENSION AND TERMINATION

a. Your agreement to these Terms and Conditions and your access of the Mintoo Platform and/or availment of Mintoo Services include your agreement and consent to PDAX's right to investigate any violation of these Terms and Conditions, to ascertain whether you have committed a violation, and to take actions to the fullest extent allowed under Applicable Laws and Rules without prior notice or your prior consent, including but not limited to:

i. blocking and closing/cancelling Order requests;

Ii. freezing, suspending, deactivating or closing your Mintoo Account;

iii. reporting the incident to the Regulatory Authorities;

iv. publishing the alleged violations and actions that have been taken; and

v. deleting or utilizing (as may be necessary) any information you published that violates the Terms and Conditions.

b. You understand and agree that PDAX may temporarily or permanently, modify, suspend, deactivate, freeze, or discontinue all or any part of any Mintoo Services available to you at any time, with or without prior notice, if, based on its reasonable determination, such measures are necessary due to non-compliance with or breach of these Terms and Conditions or any other rules and policies of PDAX and addenda applicable to you, non-compliance with the requirements and conditions for eligibility, or capacity, to avail of the Mintoo Services or maintain your Mintoo Account, non-compliance with Applicable Laws and Rules or orders or issuances of any Regulatory Authority, and other analogous circumstances.

c. You agree that we have the right to immediately suspend, freeze, deactivate or close your Mintoo Account and any Mintoo Accounts beneficially owned by related persons, entities, or affiliates, freeze or lock the funds in all such Mintoo Accounts, and suspend or freeze your access to the Mintoo Platform and Mintoo Services if we suspect any such Mintoo Accounts to be in violation of, or are being used to violate, the Terms and Conditions, Privacy Policy or any other rules, policies or addenda applicable to you, or any Applicable Laws and Rules. PDAX shall have the right to

keep and use the Transaction data or other information related to such PDAX Accounts. The above account controls may also be applied in any of the following cases:

i. the Mintoo Account is subject to a governmental proceeding, criminal investigation, or other pending litigation or regulatory action;

ii. we detect or are informed of illegal, irregular, or unusual activity in the Mintoo Account;

iii. we detect unauthorized access to the Mintoo Account;

iv. you commit any act or omission prohibited under this Agreement, including but not limited to any breach of, misrepresentation, or any inaccuracy in your representations or warranties;

v. you withdrew from your Mintoo Account any Digital Collectible and/or Fiat Currency which were erroneously credited to your Mintoo Account for any reason, including those as a result of or in connection with a failed trade or Transaction, and you have not returned such withdrawn Digital Collectible and/or Fiat Currency despite reasonable written demand;

vi. you become a resident or citizen of a prohibited location, an unsupported jurisdiction, or a jurisdiction identified as an "other monitored jurisdiction" in the Financial Action Task Force and/or AMLC's list of "high-risk and other monitored jurisdictions"; or

vii. we are required to do so by a valid order, request, or command by a Regulatory Authority.

d. You also understand and agree that PDAX reserves the right to suspend, freeze, deactivate or close your Mintoo Account or suspend, freeze, reverse or terminate the trading of specific Digital Collectibles in your Mintoo Account if, in its reasonable opinion, after assessment and evaluation, it finds that: (i) you have not submitted any of, or fail to sufficiently comply with KYC or identification requirements that PDAX requires you to submit; (ii) you have committed any of the predicate crimes defined in the AMLA or any related anti-money laundering law; or, (iii) any transaction or your Mintoo Account is reasonably linked to money laundering activities, financing of terrorism, illegal activity, or fraud as defined under Applicable Laws and Rules.

e. PDAX shall have the right to directly terminate this Agreement by closing your Mintoo Account, and to permanently freeze and/or cancel the authorizations of your Mintoo Account and withdraw therefrom the corresponding fees and other amounts you owe to PDAX under any of the following circumstances:

i. after PDAX terminates the Mintoo Services to you;

ii. after a prior termination of your Mintoo Account, you re-register or register in

any other person's name as a User, directly or indirectly;

iii. the User information that you have provided is untruthful, inaccurate, outdated, or incomplete;

iv. when these Terms and Conditions, Privacy Policy, or any other rules, policies, or addendum applicable to you are amended, and you expressly state and notify PDAX of your unwillingness to accept the amended Agreement or rules;

v. any of your warranties fail, or your representations are or become false;

vi. there is any material change in your financial, legal, or regulatory position which may adversely affect your ability to comply with your obligations under these Terms and Conditions, Privacy Policy or any other rules, policies, or addendum applicable to you;

vii. you are subject to receivership, bankruptcy, or insolvency proceedings, or make a general assignment in favor of creditors; or

viii. any other circumstances where PDAX reasonably deems it should terminate the Mintoo Services or your Mintoo Account, including but not limited to, non-compliance with or breach of these Terms and Conditions, the Privacy Policy or any other rules, and policies of PDAX and addenda applicable to you, non-compliance with the requirements and conditions for eligibility, or capacity, to avail of the Mintoo Services or maintain your Mintoo Account, non-compliance with Applicable Laws and Rules, and other analogous circumstances.

f. You may request to close or terminate your Mintoo Account at any time. You will not be charged for closing your Mintoo Account. However, you will be obliged to pay and settle all outstanding amounts you owe to PDAX which can be debited and withheld from your Mintoo Account before closure or termination.

To close your Mintoo Account, simply reach out to PDAX through its official customer support channels: (i) Webchat: https://support.pdax.ph/ (click webchat feature); (ii) 'Customer Support' webpage at https://support.pdax.ph; and (iii) Email: support@pdax.ph. After the closure of your account, you will no longer be able to log in to your account or access any data (including your transaction history), features, Mintoo Services, or benefits associated with it.

g. If PDAX discontinues all of the Mintoo Services or terminates your right to avail all of the Mintoo Services or access the Mintoo Platform, or if you or PDAX closes, deactivates or cancels your Mintoo Account: (i) all outstanding amounts you owe to PDAX in relation to Mintoo Services or your Mintoo Account, will be immediately due and demandable and must be paid and PDAX has the right to withhold, liquidate and/or apply appropriate Digital Collectibles and/or amounts of Fiat Currency remaining in your Mintoo Account (if any) to your outstanding obligations to PDAX; (ii) PDAX may suspend or freeze your Mintoo Account and any or all related information and files in such PDAX Account without liability to you; (iii) PDAX may

cancel, suspend, or freeze any open Orders, Trades, or other transaction requests that are pending at the time of such discontinuation or termination; and/or (iv) PDAX may impose, at its own discretion maintenance fees, storage fees, or other fees and charges for any remaining Digital Collectibles or Fiat Currency contained in your Mintoo Account after closure, deactivation, or cancellation of your PDAX Account.

h. On termination of your Mintoo Account or of this Agreement for any reason, subject to any Applicable Laws and Rules or the terms or valid order or issuance from any Regulatory Authority to which PDAX is subject, PDAX will have the sole discretion to allow access to your Mintoo Account, the Mintoo Platform, and the Mintoo Services. It shall be entirely within PDAX's discretion to allow access to your Mintoo Account for a reasonable period from notification of termination of your Mintoo Account, for the exclusive purpose of transferring Digital Collectibles and/or Fiat Currency out of your Mintoo Account and/or out of the Mintoo Platform, to the extent the balance of your Mintoo Account exceeds the amount of any obligation (including any outstanding maintenance, storage fees, or other fees and charges) you have to PDAX and/or the Philippine government.

i. The provisions of this Agreement that, by their nature or necessary implication, extend beyond the termination of this Agreement, will survive any termination of this Agreement and/or your access to the Mintoo Services and shall remain in full force and effect.

j. Upon suspension or closure of your Mintoo Account or termination of this Agreement and/or your use of the Mintoo Services for any reason, PDAX has the right to require you to satisfactorily re-complete the KYC procedures prior to permitting you to transfer or withdraw Digital Collectibles and/or Fiat Currency from your Mintoo Account.

k. PDAX reserves the right to restore your Mintoo Account access only upon: (i) full submission of requested information; (ii) your submission of sufficient and acceptable KYC documents; (iii) your compliance with the Privacy Policy, KYC program or procedures, these Terms and Conditions or other terms and conditions imposed by the Company; or (iv) PDAX's finding that there exists no factual or legal basis to prevent the restoration of the access to your Mintoo Account.

l. You understand and agree that it is your sole responsibility to ensure that there are no remaining Digital Collectibles and/or Fiat Currency in your closed Mintoo Account beyond the period given by PDAX, or before you request for the closure of your Mintoo Account. Should you fail to transfer any Digital Collectibles and/or Fiat Currency remaining in your closed Mintoo Account, PDAX may, at its sole discretion, choose to: (i) prevent further access to such Digital Collectibles and/or Fiat Currency remaining in the closed Mintoo Account; and (ii) preserve such remaining Digital Collectibles and/or Fiat Currency net of any obligations you may have to PDAX and subject to applicable fees and charges or (ii) dispose of such remaining Digital Collectibles and/or Fiat Currency to the fullest extent allowed under Applicable Law and Rules, including liquidation or conversion of any remaining Digital Collectibles to Fiat Currency, the issuance of checks in your name covering Fiat Currency remaining in your closed Mintoo Account, and/or other analogous or allowed methods of disposal under Applicable Law and Rules.

m. Further, you authorize PDAX to implement or execute the necessary acts and measures to be able to preserve and/or dispose of your remaining Digital Assets and Fiat Currency under this Section 21. Accordingly, you unconditionally and absolutely release, remise and perpetually discharge PDAX from any action, claim or damages arising out of or in connection with your failure to withdraw any Digital Collectibles or Fiat Currency in your Mintoo Account. You agree not to institute any action against PDAX and to hold PDAX free and harmless from any and all claims and liabilities in connection with and/or resulting from your failure to withdraw any Digital Collectibles or Fiat Currency in your Mintoo Account.

22. DIGITAL COLLECTIBLE OPERATIONS

a. Software, systems, and processes

i. You understand and agree that PDAX does not own or control the software, systems, and processes, which govern the operation or creation of Digital Collectibles. These are usually available under an open source license which permits anyone to use, copy, modify, and distribute them.

ii. You understand that technical, commercial, governance, and other decisions made by the developers and communities supporting Digital Collectibles may affect their underlying value, functionality, security, and availability. PDAX takes no responsibility in such decisions.

iii. You understand and agree that PDAX is not responsible for the operation of such software, systems, and processes, and makes no guarantee of their functionality, security, or availability; and that said software, systems, and processes are subject to sudden changes in operating rules, and such changes may materially affect value, function and/or the name of the Digital Collectible available on the Mintoo Platform.

b. Operating rules

i. You understand and agree that in cases of changes in operating rules, PDAX may temporarily put the Mintoo Platform offline, or suspend the Mintoo Services and operations, without notice, and PDAX, in its sole discretion, may subsequently configure or reconfigure its systems or decide not to support the new protocol entirely.

ii. Should PDAX decide to stop supporting the new protocol, the Company shall give you an opportunity to withdraw your Digital Collectibles.

iii. PDAX assumes no responsibility of any kind over an unsupported branch of a new protocol. PDAX does not commit to support or provide any functionality respecting any technical, commercial, or governance changes made in or to any Digital Collectible.

c. Digital Collectible Support

i. PDAX shall have the sole discretion to determine which types of Digital Collectibles will be supported for transfer, storage, trading, sale, or other permitted activity through the Mintoo Services. Support for any Digital Collectible may be partially or fully discontinued or terminated at any time subject to PDAX's reasonable determination based on all information available to it. PDAX does not warrant or guarantee that the Mintoo Platform and/or Mintoo Services will support any Digital Collectible which is the subject of a fork (hard, soft, velvet, or otherwise), change in protocol or migration to another blockchain. In these situations, PDAX reserves the right not to facilitate Trades or process conversion of Digital Asset to Fiat Currency.

ii. You can access the Mintoo Platform and avail of the Mintoo Services only with respect to the specific Digital Collectibles and Fiat Currency authorized by PDAX to be supported for storage, Trading, or Transaction through the Mintoo Services. The specific Digital Collectibles and Fiat Currency made available to you are based on the jurisdiction of which you are a citizen or resident and any other factors as may be determined by PDAX in its sole discretion.

iii. PDAX has the absolute discretion to, without notice and for any reason, suspend or terminate support for a Digital Collectible or Fiat Currency within the Mintoo Services, remove a Digital Collectible or Fiat Currency from those applicable to or accessible by you, or otherwise suspend, freeze, or terminate your ability to deposit, transfer, withdraw, sell, trade, or otherwise transact in any Digital Collectible or Fiat Currency. PDAX will use commercially reasonable efforts to notify you prior to taking any action that would permanently prevent you from withdrawing a particular Digital Collectible or Fiat Currency from your Mintoo Account. You may permanently lose your ability to access, withdraw, transfer, Digital Collectibles or otherwise deal with Digital Collectibles using a particular Fiat Currency, if you fail or neglect to move them from your Mintoo Account before your access to such Digital Collectible through the Mintoo Services is terminated. You release and will indemnify PDAX from any liability to you for any losses, liability or expenses related to its decision to terminate your ability to transfer, trade, or store any Digital Collectible or Fiat Currency in your Mintoo Account.

23. MINTOO SERVICES

a. Digital Collectible Trading Services

i. You understand and agree that, in general, PDAX operates as a service provider that facilitates buying and selling of Digital Collectibles and merely provides a service to its Users. In certain instances, PDAX may directly buy or sell Digital Collectibles from or to you.

ii. PDAX may categorize Orders, and add or remove any category of Orders, and

any such Order types will be automatically subject to the terms of this Agreement from the date that such Order type becomes available.

iii. Once submitted, an Order cannot be withdrawn, cancelled or amended by the User.

iv. The User acknowledges and agrees that it bears sole responsibility and risk in relation to Orders and Transactions. PDAX shall have no responsibility for any errors that occur in relation to Orders or Transactions which arise as a result of the actions or omissions of the User or any other party.

v. A confirmed transaction is evidenced by a Transaction receipt, which is proof of the acceptance by PDAX of an Order, and execution of an Order. When a Transaction receipt is issued, it shall serve as the definitive evidence of the terms of the Transaction, even if the terms are the result of error or inaccuracy on the part of the User or any other party.

vi. The User acknowledges and agrees that each confirmed Transaction shall constitute a binding contract that the User cannot withdraw, reverse, cancel, or amend, even if the Transaction is the result of error or inaccuracy on the part of the User or any other party.

vii. The User acknowledges and agrees that any Orders or Transactions submitted under or created by the use of the Mintoo Services may be subject to risk controls, which include risk limits, risk tolerances and credit limits imposed by PDAX from time to time. The risk controls may be general or specific to the User, may apply to all Digital Collectibles or only certain Digital Collectibles, and at all times are imposed, amended, maintained or removed at the sole discretion of PDAX without prior notice to the User. PDAX may reject, cancel, reverse or amend any Order or Transaction (to the extent possible) that, in its sole discretion, breaches or may breach a risk control. PDAX shall have no liability to the User for any losses or damages incurred by the User in connection with any Orders or Transactions which are rejected, cancelled, reversed or amended by PDAX in circumstances where such Orders or Transactions breach or are reasonably likely to breach a risk control. The User agrees that it will cooperate with PDAX and supply all information and data that PDAX considers reasonably necessary to set appropriate risk controls with respect to the provision of Mintoo Services to the User.

viii. PDAX reserves the right to treat a Transaction as void from the beginning and to take steps to reverse the Transaction when any of the following circumstances is present:

- the prices are improperly obtained;
- the prices are expressed as indicative or conditional;
- the prices contain an error;

- a Transaction breaches or causes the breach of these Terms and Conditions and PDAX's other rules and policies including risk control policies;

- an Extraordinary Event has occurred;

- the User uses a software or application not approved by PDAX, to access the Mintoo Services or the Mintoo Platform;

- the Transaction, the crediting of Digital Collectibles or Fiat Currency, or the debiting of Digital Collectibles or Fiat Currency, were made erroneously; or

- a Transaction violates Applicable Laws and Rules, or issuances or orders promulgated by Regulatory Authorities.

ix. The User shall indemnify and hold PDAX harmless from and against any and all losses, injuries, costs, and expenses in connection with, or arising from, any act taken by PDAX under the previous Clause. PDAX will notify the User, whether before or after the execution of a transaction, should it decide to take any action in relation to a transaction under the previous Clause.

x. PDAX may make such changes, conversions, adjustments or modifications to the settlement, payment, or other terms of any Transaction in good faith having regard to relevant market practice as appropriate to preserve the economic terms of such Transaction or to ensure that the terms of such Transaction match with the terms of any hedging transaction or market practices, as a result of disrupting events, including market disruptions, settlement disruptions, changes in law, market illiquidity, and any adjustments and modifications to any Digital Collectible, including the occurrence of Extraordinary Events such as a disruption event or other events that have a diluting or concentrative effect on the theoretical value of the relevant Digital Collectible, taking into account any considerations PDAX reasonably regards as relevant, including tax considerations.

xi. If an Extraordinary Event has occurred, PDAX may, in its sole and absolute discretion, make such adjustments to the exercise, settlement, payment, or any other terms of the Transaction as PDAX may reasonably consider appropriate which adjustments may include, but shall not limited to:

- cancelling the Transaction and calculating any payment due to or from the User based on the closing prices as PDAX reasonably deems to be appropriate other than in the case of an error that PDAX reasonably believes to be obvious or palpable, including, but not limited to, exaggerated quantities or manifestly incorrect prices ("manifest error"), in which case no further payments or deliveries will be due between the Parties;

- adjusting any margin requirements applicable to the Transaction; or

- suspending, freezing, or otherwise modifying the Transaction to the extent that the Extraordinary Event makes it impossible or impracticable for PDAX to comply with the terms thereof.

b. Reviewing Orders

i. You also acknowledge that PDAX reserves the right to require all Orders or Transactions to complete automated compliance checks.

ii. If your Order is flagged for review due to fraud, illicit activities linked to money laundering, financing of terrorism, any predicate crime defined under the AMLA, or any other unlawful or prohibited act, it will undergo manual compliance review and approval. PDAX may require confirmation of your Order through a telephone call or other forms of authentication prior to the execution of such Order.

iii. PDAX shall not be liable for any loss arising from any delay that may result on account of a flagged Order. PDAX reserves its right to cancel any flagged Order.

c. Cancelling Orders

PDAX reserves the right to reject any cancellation request related to the Order you have submitted.

d. Rights Acquired

By acquiring a Digital Collectible, a User shall have the right to:

i. display its Covered Media if applicable;

ii. reasonably avail of its Covered Utility, if applicable;

iii. sell it or advertise it for sale, provided that it is advertised or sold within a system or environment that verifies its authenticity prior to advertising and actual sale;

iv. use it in a system or environment that permits the inclusion, involvement, or participation of Digital Collectibles, provided that the system or environment verifies its authenticity prior to advertising and actual sale.

Unless otherwise provided in the Digital Collectible summary/description, the foregoing rights shall transfer to subsequent acquirers of the Digital Collectible.

e. Limitations on Rights

Subject to additional rights, limitations and restrictions indicated in the Digital Collectible summary/description, a User's rights shall be subject to the following limitations:

i. the User shall not:

- commercially use or exploit the Digital Collectible or its Covered Media;
- publicly display, perform, distribute, or otherwise reproduce a Digital Collectible or its Covered Media, except as reasonably related to the exercise of rights under Section 23(d)(iii);
- modify, distort, mutilate, or perform any other modification to the Digital Collectible or its Covered Media which would be prejudicial to PDAX's or the Creator's honor or reputation;
- attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Collectible or its Covered Media, unless otherwise indicated by the Creator;
- mint, tokenize, or create an additional cryptographic token representing the same Digital Collectible, Covered Media, whether on or off of the Mintoo Platform; and
- falsify, misrepresent, or conceal the authorship of Covered Media or underlying Covered Media;

ii. intellectual property rights over Covered Media shall remain with the original owner and shall not be transferred to the User, except as may be reasonably necessary to avail of the rights under Clause 24(d);

iii. Except for those rights that remain with the Creator, rights under Clause 23(d) are permanently attached to the Digital Collectible, and shall not be transferred, in any manner whatsoever, separate from the Digital Collectible; and

iv. if applicable, the User shall avail of Covered Utilities in a reasonable manner, consistent with terms set out by its Creator.

A Creator may, in its own discretion, reduce the foregoing limitations by making such reductions known to a User, prior to a Transaction. Any reduction shall bind the Creator.

The Creator shall hold PDAX free and harmless from any and all consequences of its separate terms and conditions with a User.

f. Covered Utility and Validation

i. Covered Utilities included in Digital Collectibles shall be availed of pursuant to parameters and guidelines set out by Creators. Unless PDAX is the Creator of a Digital Collectible with a Covered Utility, User understands and acknowledges that PDAX is not involved, in any manner whatsoever, with the establishment, implementation and enforcement of the Covered Utilities (including the applicable parameters). Disputes as to the availment, availability or implementation of a Covered Utility shall be resolved solely between the User and the Creator.

ii. Some Digital Collectibles may have a fixed number of, or a fixed period imposed on the, Covered Utility usage or availment. For these Digital Collectibles, a User (even if such User still owns the Digital Collectible with such Covered Utility) can no longer avail of a Covered Utility, upon exhaustion of the number of uses or upon the expiration of the relevant fixed period of availment. By default, selling a Digital Collectible does not refresh the number of uses or the period imposed.

iii. In the course of availing of Covered Utilities, Validators shall be appointed to check the authenticity of Digital Collectibles, as may be necessary. PDAX hereby categorically declares that while some Validators may avail of technologies pertaining to the Mintoo Platform in performing authentication, Validators are nevertheless outside the control and management of PDAX. PDAX does not guarantee that Validators will perform, and absolutely disclaims any liabilities related to, the validation procedure in accordance with how the validation technology is intended to be used. Any dispute between a User and the Validator pertaining to validation technology usage shall be resolved solely between the User and the Validator.

g. Post-transfer Obligations

If a User transfers an Digital Collectible to a subsequent owner and/or holder, whether within or outside the Mintoo Platform, the User represents and warrants that it will (i) notify the subsequent owner and/or holder of the Terms and Conditions and these Rules; and (ii) require the subsequent owner and/or holder to comply with these Terms and Conditions and these Rules. The User shall be responsible for any damage arising from failure to inform the subsequent owner and/or holder of the Terms and Conditions and these Rules. The Terms and Conditions, and these Rules, shall be deemed incorporated into, and shall attach to, the Digital Collectible. Covered Utilities shall no longer apply and shall be deemed void, upon withdrawal of the Digital Collectible from the Mintoo Platform.

24. STORAGE, TRANSFERS, AND WITHDRAWALS OF DIGITAL COLLECTIBLES

a. Digital Collectibles

i. Subject to Applicable Laws and Rules, you may elect to use the Mintoo

Platform to store or keep your Digital Collectibles temporarily until such time you transfer it to your own designated Digital Collectible wallet. You can receive, hold, and transfer Digital Collectibles to, in, and from your Mintoo Account to a custodial or non-custodial wallet that you designate, and which you hereby certify to be your own, or to be under your name. PDAX bears no responsibility or liability for: (1) the management and security of any wallet that you designate; and (2) the failure of any transfer of Digital Collectibles between your Mintoo Account and your designated wallet. You are solely responsible for your use of any wallet or any external Digital Collectible address and you represent and warrant that you will comply with all terms and conditions applicable to any wallet that you use to transfer Digital Collectibles to or from your Mintoo Account (if any).

ii. The Digital Collectibles that are reflected in your Mintoo Account balance at any time will be located at Digital Collectible addresses owned by PDAX. Title to Digital Collectibles that you legally own shall at all times remain with you and shall not transfer to PDAX. As the owner of such Digital Collectibles, you shall bear all risk of loss of such Digital Collectibles. PDAX shall have no liability for Digital Collectible fluctuations or loss.

iii. To the extent not prohibited by Applicable Laws ad Rules, PDAX may hold your Digital Collectibles together with PDAX's own Digital Collectibles and those of other Users. Although PDAX maintains separate ledgers for User accounts and accounts held by PDAX for its own benefit, PDAX shall have no obligation to segregate by blockchain addresses Digital Collectibles owned by you from Digital Collectibles owned by other Users or by PDAX. PDAX may elect to segregate them by blockchain addresses at its own discretion. You recognize and agree that PDAX may change internal configurations of blockchain addresses and wallet segregations, as may be necessitated by the improvement, maintenance, or development of the Mintoo Platform.

iv. PDAX stores and manages the Digital Collectible private keys associated with Digital Collectible addresses, which are necessary for Digital Collectible transactions to be approved. You will not have access to such private keys. PDAX may store such private keys and related information in a combination of online and offline storage. You acknowledge that the retrieval of information from offline storage may delay the initiation or execution of Transactions through the Mintoo Services.

v. PDAX shall have policies in place to ensure security and protection on the Mintoo Platform. However, you understand and agree that using the Mintoo Platform to store your Digital Collectibles entails inherent and residual risks that may result in potential loss of stored assets. PDAX shall not be liable for any loss or damage arising from these risks.

vi. Furthermore, you acknowledge that PDAX has not encouraged you, for security reasons, to keep Digital Collectibles in the Mintoo Platform except in order to fund or fulfill Transaction obligations. You acknowledge that you are leaving and storing your assets within the Mintoo Platform at your own risk.

You acknowledge that PDAX may hire third-party service providers for the purpose of providing wallet or custodial services. PDAX does not guarantee the continuous, accurate, and good faith performance of these third-party service providers of their wallet, custodial, and other obligations. PDAX shall not be liable to you for any losses arising from third-party service providers' bad faith, willful actions, fault or negligence, service failure, entering into bankruptcy or litigation, or any of their actions, inactions, or commercial decisions.

vii. PDAX reserves the right to charge maintenance or storage fees.

viii. Subject to availability of the Mintoo Services and the limitations and conditions described in these Terms and Conditions, the inherent features of the Mintoo Platform, and the inherent features of specific Digital Collectibles and their respective blockchains:

- You may initiate a transfer to your Mintoo Account of any Digital Collectible supported by the Mintoo Platform. To initiate a transfer, you must transfer the applicable Digital Collectibles from an external address to a Digital Collectible address designated by PDAX. Upon successful completion and confirmation of such transfer during business hours, the Digital Collectibles will be credited to your Mintoo Account.

- You may request a transfer of Digital Collectibles from your Mintoo Account to an external wallet address by submitting the prescribed withdrawal request. Subject to any other limits set by PDAX in its sound discretion, you may only transfer a particular Digital Collectible to an external wallet address if the value of remaining Digital Collectibles in your Mintoo Account matches or exceeds your dues and payables to PDAX.

ix. You are solely responsible for ensuring that: (i) each transfer you initiate using the Mintoo Services complies with all requirements imposed by PDAX, relevant third parties, and the applicable rules of the Digital Collectible; (ii) the Digital Collectible address to which any Digital Collectibles are to be transferred is properly formatted and suitable for the type of Digital Collectible being transferred; and (3) there are no errors in any of the transfer instructions you provide to PDAX using the Mintoo Services. The Digital Collectibles you attempt to transfer may be permanently lost upon your failure to comply with any of the preceding requirements and you expressly assume such risk for which you shall hold the PDAX Group free and harmless.

x. You may permanently lose any Digital Collectibles that you attempt to transfer to your Mintoo Account if it is not a Mintoo Platform-supported Digital Collectible. PDAX will not be liable if you lose Digital Collectibles due to any such attempted transfer or due to your transfer of Digital Collectibles to a Digital Collectible address other than that which PDAX has specified. You hereby release PDAX and the PDAX Group from any obligation to attempt to

retrieve Digital Collectibles sent to an incorrect Digital Collectible address.

xi. PDAX is not able to reverse any transfers and will not have any responsibility or liability if you have provided a Digital Collectible address for the transfer that is incorrect, improperly formatted, erroneous, or intended for a different type of Digital Collectible. You understand and agree that PDAX shall not be liable for loss or damage caused by transferring your Digital Collectible to a wrong wallet address, cross-chain transfers, or any erroneously transferred Digital Collectible.

xii. PDAX makes no warranty, representation, or guarantee regarding the amount of time it may take to complete any transfer of Digital Collectibles. The processing and completion time for each transfer may depend on third party actions that are beyond the control of PDAX, retrieval of relevant information from offline storage, confirmation of the transaction on the underlying blockchain or network, and other factors. You understand and agree that high volume or large withdrawals may not always be immediately available. Such transactions are subject to availability of funds of third-party service providers, banks, and the asset storage policy of PDAX, and as such, PDAX or any third-party service provider may require you to wait or set an appointment in order to withdraw your Digital Collectibles.

xiii. You acknowledge and accept PDAX's sole discretion to refuse, cancel, block, or reverse any transfer request, Order, or other Transaction request you submit or authorize via the Mintoo Services, impose limits on the amounts of transfers, withdrawals, transfers, or other transactions that you may complete on a daily or other periodic basis, or impose any other conditions or restrictions upon your use of the Mintoo Services, including the authority to limit the amount of Digital Collectibles you may transfer out of your Mintoo Account based on the type of your Mintoo Account; or to restrict withdrawals or limit or cancel trading activities if PDAX reasonably suspects fraud, impaired capacity, illegal or inappropriate activity, or if PDAX has a reasonable basis to believe that your ownership of some or all of the Digital Collectibles in your Mintoo Account is in dispute.

xiv. You cannot create any pledge, mortgage, security, or encumbrance over any Digital Collectible in your Mintoo Account without PDAX's express prior approval in writing.

xv. You agree to indemnify and hold harmless thePDAX Group from and against any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost, or expense, including attorneys' fees, fines or penalties imposed by any regulatory authority arising from your designation or use of and the transfer of Digital Collectibles to and from your Mintoo Account to your designated wallet or an external Digital Collectible address.

b. Fiat Currency

You understand and agree that PDAX does not hold Fiat Currency in the Mintoo Platform. Your accounts created and maintained with the PDAX Platform or other

third-party service providers (such as, but not limited to, banks, wallet service providers, remittance companies, other money services businesses and virtual asset exchanges) or other payment methods, retain your Fiat Currency balances.

PDAX is separate and distinct from third-party service providers and only has a client-service provider relationship. As such, PDAX has no control over the requirements that these service providers may set to process encashments or transfer and receipt of Fiat Currency. Execution of Transactions may be stopped, held, or delayed, depending on the capacity of third-party service providers to perform their Fiat Currency functions.

c. Relationship

You understand and agree that the use and concept of "deposit" in these Terms and Conditions and as applied to your act of placing Digital Collectibles on the Mintoo Platform for credit to your Mintoo Account and for purpose of funding your Orders is in the generic sense and does not give rise to a legal deposit under the Civil Code of the Philippines, banking laws, or any other statute, regulation, or jurisprudence, nor does it give rise to a trust relationship, both expressly or impliedly. You expressly agree that PDAX does not hold Digital Collectibles in the Mintoo Platform in trust for you, and that PDAX does not have the legal obligations of a trustee, or any other fiduciary relationship.

There is no relationship of principal to agent, employer to employee, partnership or joint venture between PDAX and the User, and their stockholders, directors, officers, employees, agents, representatives and other persons under their supervision, control or employ, including their assignees.

There is a binding legal relationship only between PDAX and the User. PDAX shall have no relationship with the User's clients, if any, whether in law or equity.
PDAX shall not have the obligations of a trustee, whether expressly or impliedly, with the User's clients, if any.

d. Suspension of Withdrawals

PDAX may temporarily suspend or freeze withdrawals of Digital Collectibles, if necessitated by an Extraordinary Event, market conditions, financial volatility, or measures taken by PDAX to ensure its survival and continuing operations.

25. MINTOO PLATFORM AVAILABILITY AND ACCURACY

a. Access to the Mintoo Services and/or the Mintoo Platform may become limited, delayed, or unavailable during times of significant volatility or volume. This could accordingly result in limitations on access to your Mintoo Account and/or Mintoo Services, support response time delays, and limitations on your ability to initiate or complete Orders and Transactions.

b. PDAX cannot and does not guarantee or warrant that the Mintoo Platform and the Mintoo Services will be continuously available or be free from interruption and that

all Orders will be accepted, recorded, or executed, or that your Mintoo Account will be accessible at all times.

c. Our customer support response times may be significantly delayed from time to time. Under no circumstances shall PDAX be liable for any alleged damages arising from service interruptions, delays in processing transactions, or delays in or lack of timely response from customer support.

d. PDAX does not warrant or guarantee that the Mintoo Platform, and its contents and information will always be entirely accurate, complete or current, and/or entirely free of technical inaccuracies or typographical errors. PDAX reserves the right, to the extent permitted by Applicable Laws and Rules, to change or update the information on the Mintoo Platform from time to time without notice, including without limitation information regarding our policies, procedures, and the Mintoo Services. It is therefore incumbent on the Users to verify all information before relying on it, and all decisions based on information contained on the Mintoo Platform are your sole responsibility, for which you hold PDAX free and harmless.

26. APPLICABLE FEES AND CHARGES

a. You understand and agree that PDAX reserves the right to charge you fees for any service, product, account maintenance, and other chargeable fees, such as, but not limited to, convenience fees and the like.

b. You acknowledge that the table of fees and other fees (which is available at https://www.mintoo.ph/fees) displayed on the Mintoo Platform shall apply, unless a different agreement pertaining to fees is provided or made available to you by PDAX. PDAX reserves the right to change the rates at its own discretion and as it deems necessary which will apply prospectively to any Trades and/or Services that are completed or performed after the effective date of such updated fees.

c. You further understand and agree to pay all the fees incurred related to the use of the Mintoo Platform and the Mintoo Services and hereby expressly authorize PDAX to debit your Mintoo Account or account connected with your Mintoo Account for purposes of satisfying any outstanding fees you have due to PDAX. PDAX shall also withhold necessary fees or charges, if any are so required to be withheld, that a relevant Regulatory Authority may require, such as but not limited to withholding taxes and any other applicable taxes. Gas fees and other blockchain fees, if any, shall be for your account. PDAX may increase fees, and to pass-on taxes to the User as to the fullest extent allowed by Applicable Laws and Rules.

27. PROHIBITED TRANSACTIONS

You understand and agree that PDAX will not allow Account opening, Transactions, Orders, or any activity involved in or relating directly or indirectly with the following:

a. fraud or any false, deceptive, inaccurate, or misleading information about Digital Collectibles, its users, or third parties for pecuniary gains or other ends;

b. investment schemes, pyramid schemes, ponzi schemes, illegal networking, deceptive charity schemes, multi-level marketing programs, scams, or other similar schemes;

c. prohibited drugs, illegal narcotics, controlled substances, or other similar substances that may present public health risk;

d. illegal gambling, illegal lotteries, informal casinos, and other forms of unlawful games of chance and speculation;

e. weapons sales and sales of unlicensed firearms;

f. adult services and media, prostitution, sale of illegal pornographic materials, or any form of human trafficking;

g. unauthorized financial institutions, unlicensed money service business, unlicensed financial services, unlicensed investment houses/ securities brokers, and other/similar unregulated financial operations;

h. stolen goods including digital or virtual goods, or any goods or funds to which the holder or seller does not have clear legal title;

i. items that infringe on intellectual property rights, including trademark, copyright, privacy or proprietary right, as well as selling or facilitating sales of counterfeit, unauthorized goods, or other related activities;

j. shell companies, or entities that appear to have no clear or genuine business purpose or otherwise designed to operate for a purpose other than which they purport to operate;

k. bearer share entities, persons transacting on behalf of another, and/or transactions in relation to entities which the identities of the beneficial owners are not known, and in which ownership stakes are freely alienable;

l. high risk entities, or any individual, or group of individuals deemed to pose high risk to PDAX, its customers, or other third-parties;

m. violent acts toward self or others, or activities or items that encourage, promote, facilitate or instruct others to do the same;

n. coercion, extortion, blackmail, or any forceful effort to induce consent;

o. transactions originating from high risk territories declared as such by the Philippine government, other states, other sovereign states, or internationally recognized organizations;

p. transactions originating from territories involved in terrorism or known to have active terrorist activities;

q. transactions from individuals known or deemed to be involved with terrorism, money laundering, or any transnational crimes;

r. activity that could interfere with, disrupt, disadvantage, violate or infringe on the legal rights of, or inhibit other Users from utilizing the Mintoo Services or use or attempt to use another User's account without authorization;

s. activities that harvest or otherwise collect any contact or other information about other Users or third parties without proper consent or post or distribute content containing private or personal information of any third party;

t. unlawful or improper activity that assists in the violation of any law, statute, ordinance, or regulation, or pay for, support, or engage in any illegal gambling activities, fraud, theft, swindling, money laundering, terrorist activities, tax evasion, or other illegal activities;

u. store, transfer, or otherwise use pricing or historical pricing or trading data made available through the Mintoo Services for any purpose other than your personal non-commercial use, or sell any such data for any purpose, except as expressly permitted in writing by PDAX;

v. post content or communications that in PDAX's sole discretion are libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, harassing, hateful, threatening, offensive, discriminatory, abusive, inflammatory, fraudulent, or deceptive; contain unsolicited promotions, political campaigning, or commercial messages; or otherwise are inappropriate;

w. engage in any activity that could damage, disable, overburden, or adversely affect the functioning of the Mintoo Services in any manner or introduce to the Mintoo Services or the Mintoo Platform any malware, virus, or other harmful material;

x. engage in any other conduct that is detrimental to PDAX or any third party, or cause injury to, or attempt to harm PDAX, any User, or any third party;

y. engage in any other prohibited activities set forth in, or otherwise violate or cause a violation of, these Terms and Conditions, the Privacy Policy, or any other rules or policies of PDAX applicable to the Mintoo Platform and Mintoo Services;

z. other similar Transactions deemed risky by PDAX;

aa. transactions violating laws, rules and guidelines set by the United States of America;

bb. dark web transactions and direct transfers to Digital Collectible mixers; and

cc. other businesses, and activities subsequently prohibited by any Regulatory Authority.

28. MISCELLANEOUS PROVISIONS

a. Error Correction

Without prejudice to any other provision of these Terms and Conditions, or any other rules and policies of PDAX applicable to the Mintoo Platform and Mintoo Services, PDAX reserves the right to correct, reverse, or cancel any Order, Trade, transfer, or other Transaction or activity caused or affected by any error or abnormality, whether such error or abnormality was caused by you, PDAX, or a third party or is due to technical issues, system or system design issues, operational issues, software failure, human error, crime, or otherwise. You hereby authorize PDAX to make any such correction, reversal, or cancellation at its sole discretion. PDAX does not warrant or guarantee that any such attempt will be successful and will have no responsibility or liability for such error(s) or any correction attempt(s).

If a Transaction results from an error, including erroneous price quotes, erroneous price quantities, and glitches, and you transfer Digital Collectibles resulting from the error outside the Mintoo Platform, PDAX shall, in addition to the rights under the previous paragraph, and if you fail to comply with PDAX's demand to return the Digital Collectibles or Fiat Currency, have the right to charge a penalty in the amount of five percent (5%) of the unreturned Digital Collectible or Fiat Currency per day.

b. Assignability

You may not assign or transfer any right to use the Mintoo Platform, to avail of the Mintoo Services or any of your rights or obligations under these Terms and Conditions without PDAX's prior written consent, including by marriage, succession, or operation of law.

PDAX shall have the right to assign or transfer any or all of its rights or obligations under these Terms and Conditions, in whole or in part, without notice or obtaining your consent or approval, provided, however, that if PDAX reasonably determines that the assignment may be detrimental to the Users, PDAX will exert reasonable efforts to notify the Users and secure their consent.

c. Force Majeure

PDAX will not be liable for any failure or delay in any Mintoo Services, or any loss or damage that you may incur, that is due to any Extraordinary Event including any circumstance or event beyond its control, including without limitation any flood, extraordinary weather conditions, earthquake, fire, or other act of God, epidemic, pandemic, war, insurrection, riot, labor dispute, accident, action of government, communications interruption, power failure, equipment, server, internet, or software malfunction, security breach or cyberattack, failure of interconnecting and operating systems, criminal acts, market movement, shift, or volatility, or a change in the underlying technology of a particular Digital Collectible.

d. Unlawful Possession

If PDAX receives credible notice and/or evidence that you do not have legal title to

and/or possession/custody of any Digital Collectible held in your Mintoo Account, you acknowledge and accept that PDAX has the sole discretion and prerogative to place an administrative hold on the Digital Collectibles in question. PDAX has the exclusive option to maintain such hold until the dispute has been finally resolved and satisfactory and suitable evidence of the resolution has been provided to PDAX. PDAX will not become involved in any such dispute or the resolution of the dispute. You shall have no, and you expressly waive any, claim or cause of action against PDAX for your inability to withdraw Digital Collectibles, execute Transactions, or otherwise use the Mintoo Services while such hold is in place or for any other consequences of implementing such hold.

e. Downtime

PDAX reserves the right to close the Mintoo Platform to the public, or suspend access to the Mintoo Services in case of outages, system maintenance whether scheduled or made necessary by emergency technical difficulties, such occurrences which in PDAX's sole discretion, present risks to the Mintoo Platform or its Users, or such other instance when it is desirable to do so for the smooth operations of the Mintoo Platform. PDAX may use commercially reasonable procedures to notify you of any Downtime.

f. Third-party Service Providers

PDAX may, in accordance with and as may be allowed by Applicable Laws and Rules, and without notice to or consent from the User, engage the service of an affiliate, third-party, or a subcontractor in performing any obligation, task, or process under these Terms and Conditions.

29. BREACH OF CONTRACT

In case of any actual, potential, or perceived breach or violation of these Terms and Conditions, the Privacy Policy, and any Applicable Laws and Rules, including any addenda, PDAX reserves the right to take any action that may be reasonably necessary to remedy, prevent, stop, or mitigate the breach or violation. These may include, without limitation, (a) deletion of information you have transmitted, (b) deactivation, suspension or cancellation of your Mintoo Account, (c) confiscation, holding, and freezing of Digital Collectibles in your Mintoo Account, and/or (d) refusal, cancellation, or reversal of any Order or Transaction. You hereby agree and accept that PDAX will not be responsible or liable for any loss or damage you incur as a result of an action which PDAX may accordingly take in good faith pursuant to this Section 29.

You understand and agree that a breach may cause grave and irreparable injury to PDAX. Accordingly, PDAX may apply for a temporary restraining order, writ of preliminary injunction, writ of preliminary mandatory injunction, or other provisional and interim reliefs for the protection of its interests.

Each of PDAX's rights and remedies prescribed in these Terms and Conditions is in addition to, and not in lieu of, any other rights or remedies available to PDAX under any other agreement or any of its integral parts, under statute, at law, or by rule or regulation.

30. NO WAIVER

If we delay exercising or fail to exercise or enforce any right or interest available to us under these Terms, such delay or failure does not constitute a waiver of that right or any other rights under these Terms and Conditions.

31. SEVERABILITY

If any provision of these Terms and Conditions is declared or found to be unenforceable, illegal, void, or otherwise ineffectual, then that provision shall be deemed removed from these Terms and Conditions without affecting the validity, efficacy, and enforceability of all the other provisions.

32. CREATOR RULES

This Section 32 shall apply to you if PDAX permits you to act as a Creator.

a. As a Creator, you can mint, sell, display, or market your Digital Collectibles, and their Covered Media and Covered Utilities, within the Mintoo Platform. The manner of performing the foregoing activities shall be subject to rules, parameters, and operational requirements/guidelines that may be implemented by PDAX from time to time.

b. You represent and warrant that you have the necessary intellectual property rights, authorizations, and other related rights, over your Digital Collectibles' Covered Media, and that you have the right to mint Digital Collectibles pertaining thereto. You will hold PDAX free and harmless from any misrepresentation pertaining to your rights and authorizations.

c. Covered Utilities must not be contrary to law, public order, public policy, morals, or good customs, or prejudicial to a third person with a right recognized by law. Covered Utilities must not be outside the commerce of man. You shall be required to indicate the parameters of using and availing of Covered Utilities, in the Mintoo Platform. The parameters must be accessible, complete, and easily understandable by Users. PDAX may choose to review the parameters and request for revisions, if necessary.

d. You represent and warrant that you will honor, perform, and satisfy Covered Utilities in accordance with the parameters of use and availment that you have indicated in the Mintoo Platform, for as long as the corresponding Digital Collectible is still located within the Mintoo Platform.

e. Unless otherwise agreed upon in writing by PDAX, Validators for Digital Collectibles shall be under the control and direction of the corresponding Creator. You shall hold PDAX free and harmless from the consequences of actions performed by your Validators.

f. By minting your Digital Collectibles or transferring them into the Mintoo Platform, you give the PDAX Group, and their third-party service providers if applicable, the right (including any necessary license, where such license is, unless otherwise agreed upon between PDAX and the Creator, perpetual, exclusive, royalty-free, transferable, sublicensable, irrevocable and worldwide) to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt, and modify your Digital Collectibles, Covered Media, and parameters of the Covered Utility to facilitate the performance of the Mintoo Services. PDAX may also include them in marketing materials, for the purpose of promoting the Mintoo Services.

g. By offering your Digital Collectibles for acquisition by other Users, you give acquiring Users, and subsequent acquirers, the rights provided in Section 23(d). Except as otherwise provided in the aforementioned Section, intellectual property rights over Covered Media shall remain with you as a Creator.

h. Digital Collectibles airdropped by Creators to other Users within the Mintoo Platform must conform with these Terms and Conditions.

i. Your fees as a Creator shall be as may be mutually agreed upon between you and PDAX, subject to Section 26 of these Terms and Conditions. Charges and fees related to the minting of your Digital Collectible (including gas fees) shall be for your account.

j. PDAX may display, link, embed, or in any manner, transfer your Digital Collectible listings, including your associated account information, to such third parties as PDAX may contract with for, among other purposes, the provision of a front-end for your availment of the Mintoo Services.