

# Terms of Service

Last updated: 15/05/2024

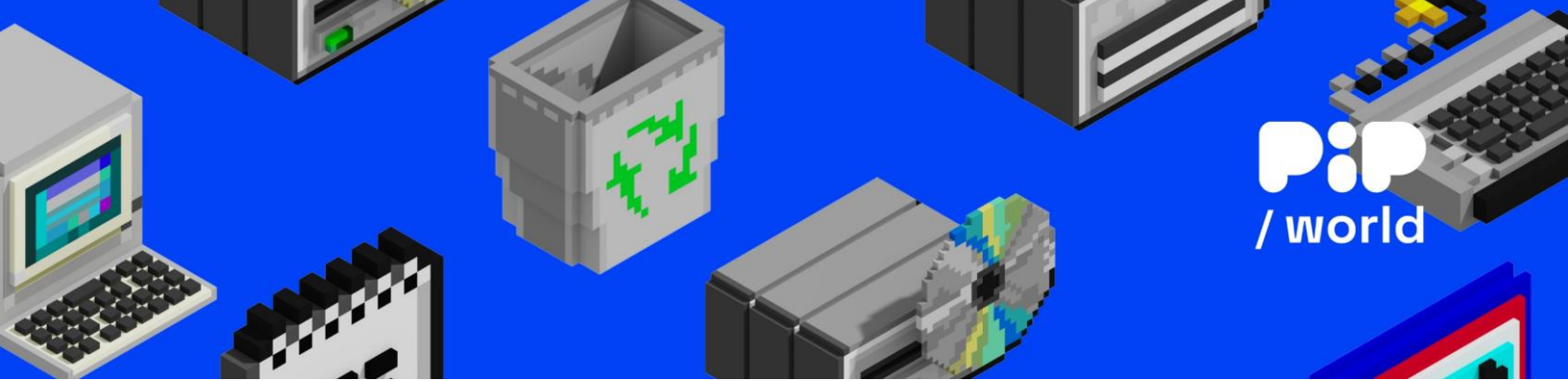
**PIP, PiP WORLD, PiP ACADEMY, PiP TRADER and all other offerings under PiP (together “PiP”) IS NOT AVAILABLE TO PERSONS OR ENTITIES WHO RESIDE IN, ARE LOCATED IN, OR ARE INCORPORATED IN THE UNITED STATES OF AMERICA, CANADA, COSTA RICA, IRAN, THE DEMOCRATIC REPUBLIC OF KOREA (NORTH KOREA), PUERTO RICO, CUBA, RUSSIA, SYRIA, MYANMAR (BURMA), THE REGIONS OF CRIMEA, DONETSK, OR LUHANSK, OR ANY OTHER COUNTRY OR REGION THAT IS SUBJECT TO COMPREHENSIVE COUNTRY-WIDE OR REGION-WIDE UNITED NATIONS, FINANCIAL ACTION TASK FORCE, OR UNITED STATES ECONOMIC SANCTIONS OR ANY JURISDICTION WHERE USES OF PIP WOULD VIOLATE LOCAL LAWS (COLLECTIVELY, EACH PERSON OR ENTITY IS A “BLOCKED PERSONS” AND THE LISTED JURISDICTIONS ARE “RESTRICTED JURISDICTION”).**

The Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you” or “your”) and PiP (“PiP”, “we” “us” and “our”) concerning your access to and use of [www.pip.world](http://www.pip.world) website web applications; mobile applications; and all associated sites linked by PiP and successor websites or applications (collectively, the “Sites”). Sites and applications which run on the Ethereum network, using specially-developed smart contracts to enable users to purchase, collect, view, and transfer non-fungible tokens. Which can be visualized on Sites.

These terms of use, together with any documents and additional terms referenced here, which includes any other terms and conditions or other agreement that we or our affiliates, including but not limited to Freshnote Consultants Limited posts publicly or make available to you (collectively, these “Terms”), govern all actions in regard to your use of the Sites. This includes, but is not limited to:

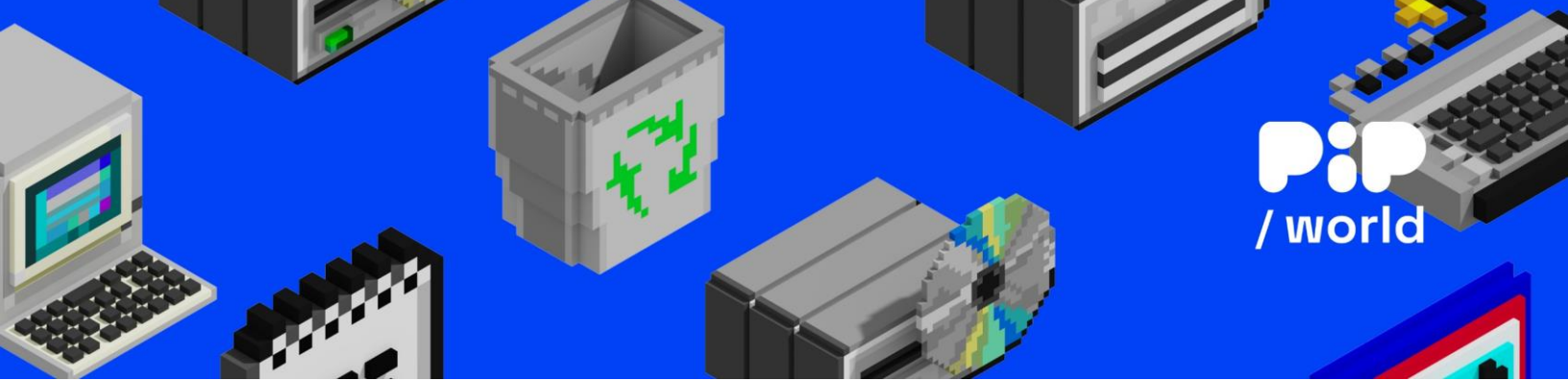
all products and features available via the Sites, including the trainings, virtual offices, non-fungible tokens, smart contracts, APIs and all other software that PiP or a third party has developed for PiP related to education, gaming, PiP Tokens, and the PiP ecosystem of blockchain-based assets (collectively, “Digital Assets”) and with your access to the PiP World (collectively the “Interface”).

We are only willing to make the Sites available to you if you accept all of these Terms. By using the Sites you are confirming that you have read, understand and agree to be bound by all of these Terms. If you do not agree to these Terms, then you must not access or use the Services.



## 1. USER REPRESENTATION AND WARRANTY

- 1.1 As a condition to accessing or using the Services, you represent and warrant to PiP the following:
- if you are entering into these Terms as an individual, then you are of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them;
  - if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
  - if you are entering into these Terms to access the Interface or will in the future access the Interface, then you are not a Blocked Person, and are not accessing the Interface from within a Restricted Jurisdiction;
  - you must not be a resident, citizen or agent of, or incorporated in, and do not have a registered office in A Restricted Jurisdiction;
  - you are not the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including the list maintained by the U.S. Treasury's OFAC) (a "Sanctioned Person");
  - you do not intend to transact with any Restricted Person or Sanctioned Person; you do not, and will not, use a VPN or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services; and
  - your access to the Services (a) is not prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over PiP, you, the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (the "Applicable Laws"); and (b) does not contribute to or facilitate any illegal activity.
- 1.2 As a condition to accessing or using the Services, you acknowledge, understand, and agree to the following:
- from time to time, the Services may be inaccessible or inoperable for any reason, including: (a) equipment or technology or other infrastructure delay, inaccessibility, or malfunctions; (b) periodic maintenance procedures or repairs that PiP or any of our suppliers or contractors may undertake from time to time; (c) causes beyond PiP's control or that PiP could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason. Without limitation of any other provision of these Terms, and as set forth below, PiP has no responsibility or liability for any losses or other injuries

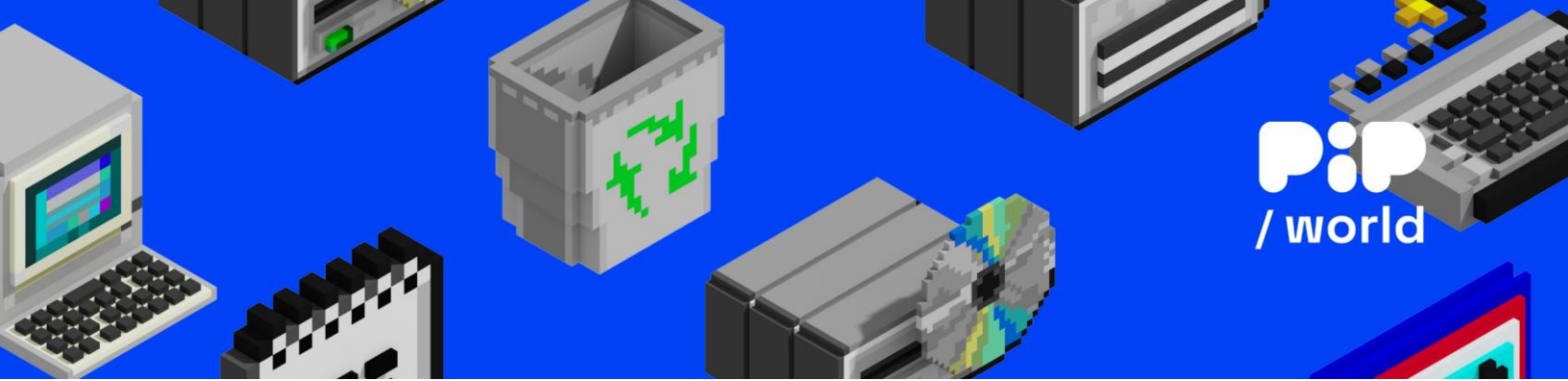


resulting from any such events;

- we reserve the right to disable or modify access to the Services (such as restricting features of the Services) at any time in the event of any breach of these Terms, including, if we reasonably believe any of your representations and warranties may be untrue, misleading, or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason;
- the Services may evolve, which means PiP may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in our sole discretion;
- you are solely responsible for your use of the Services, including all of your transfers of Digital Assets;
- to the fullest extent not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
- you are solely responsible for reporting and paying any taxes applicable to your use of the Services;
- we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any Digital Assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so, and if you experience a problem with any transactions in Digital Assets using the Services, then you bear the entire risk;
- we may, from time to time, operate contests, promotions, sweepstakes or other activities or offer referral programs (“Promotions and Referrals”), which may be governed by separate terms and conditions and rules that may contain certain eligibility requirements; and you are responsible for reading all terms and conditions and rules relating to the Promotions and Referrals to determine whether you are eligible to participate; if you enter or participate in any Promotions and Referrals, then you agree to abide by and to comply with all terms and conditions and rules of such Promotions and Referrals; all Promotions and Referrals will be optional so you should not enter or participate in such Promotions and Referrals if you do not agree to abide by and comply with all such terms and conditions and rules; and
- if you receive discounts on fees from any Promotions and Referrals that are not subject to separate terms and conditions and rules, then PiP reserves the right to add to, modify or eliminate the discounts and any other aspect of such Promotions and Referrals.

13 As a condition to accessing or using the Services, you covenant to PiP the following:

- in connection with using the Services, you only will transfer legally-obtained Digital Assets that belong to you;
- you will obey all Applicable Laws in connection with using the Services, and you will not use the Services if the laws of your country, or any other Applicable Law, prohibit you from doing so;
- any Digital Assets you use in connection with the Services are either owned by you or you are validly authorized to carry out actions using such Digital Assets; and



- in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will (a) ensure that, at all times, all information that you provide on the Site and during your use of the Services is current, complete, and accurate; and (b) maintain the security and confidentiality of your private keys associated with your public Ethereum address, passwords, API keys, and other related credentials.

## **2. FEES AND PRICE ESTIMATES, PRIZES AND GIFTS**

- 2.1 In connection with your use of the Services, unless expressly stated otherwise pursuant to a promotion operated by PiP, you are required to pay all fees necessary for interacting with the Ethereum blockchain, including “gas” fees, as well as all other fees reflected on the Site at the time of your use of the Services. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to use the Services and interact with the Ethereum blockchain.
- 2.2 To receive prizes in the form of Fungible or Non-Fungible Tokens from participation in the Sites PVPs, competitions, or events, you may be required to perform a Know-Your-Customer with us or a third party service provider specified by PiP. Only if you are verified by Know-Your-Customer, will you be able to receive the rewards.

We have no liability, including liability for loss, damage, or defect, to any gifts given by us and/or our partners to you. You are solely responsible for all costs associated with claiming any prizes given by us and/or our partners, including but not limited to all applicable accommodation and transportation costs.

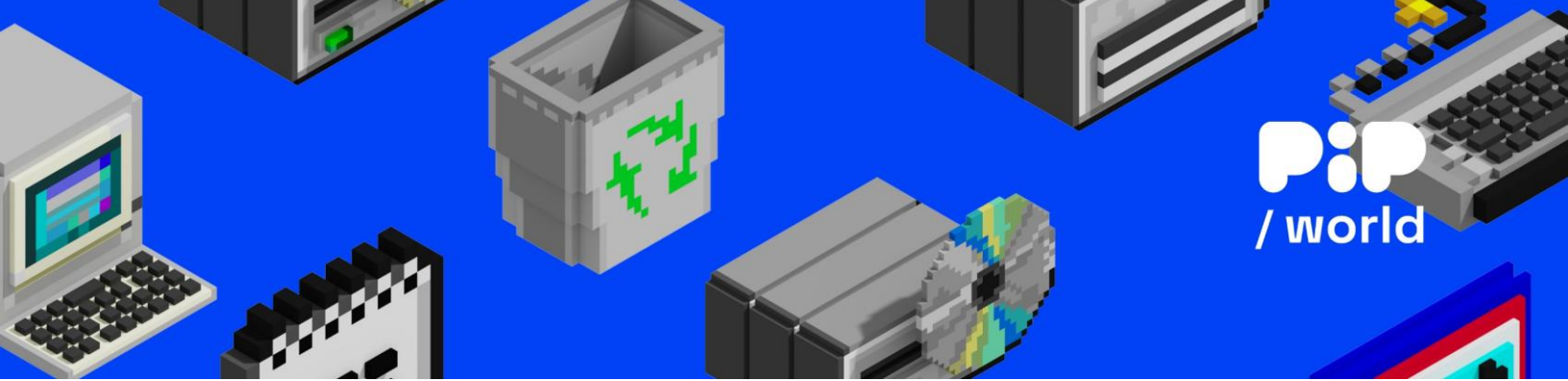
## **3. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES**

All information provided in connection with your access and use of the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking any action based on any information contained on the Sites or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos.

Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

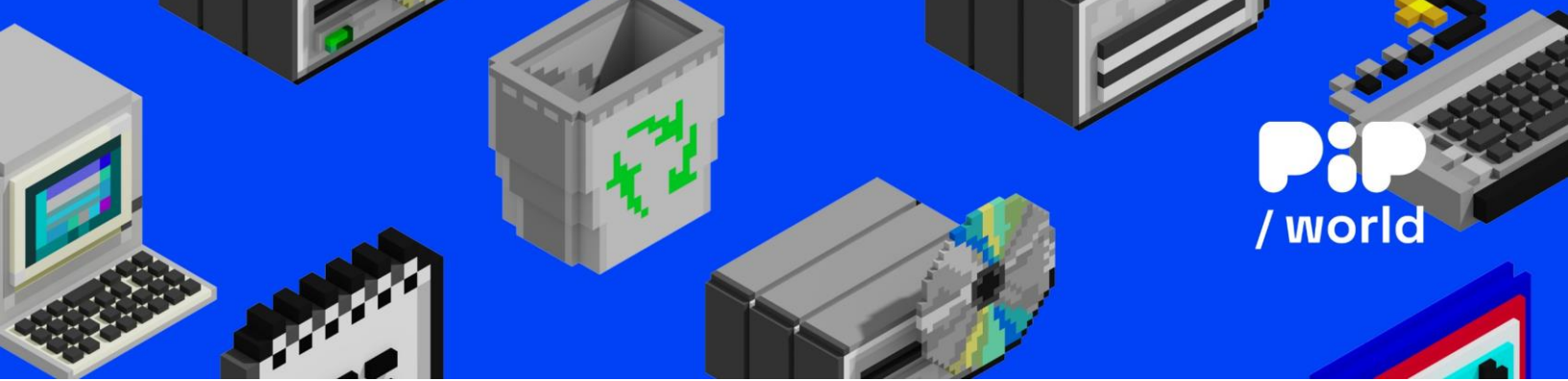
## **4. PROHIBITED ACTIVITY**

You may not use the Services to engage in the categories of activity set forth below (“Prohibited Uses”). The specific activities set forth



below are representative, but not exhaustive, of Prohibited Uses. If you are uncertain as to whether your use of the Services involves a Prohibited Use or have other questions about how these requirements apply to you, then please contact us at [hello@pip.world](mailto:hello@pip.world). By using the Services, you confirm that you will not engage in any of the following Prohibited Uses:

- violate any Applicable Laws including any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as the Bank Secrecy Act and the US Treasury OFAC;
- use a buying agent or purchasing agent to make purchases or generate any transactions on the Sites.
- engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under Applicable Law; use of PiP's or our licensors' intellectual property, name or logo, including use of PiP's trade, service or licensed marks, without express consent from PiP or in a manner that otherwise harms PiP;
- circumvent, disable, or otherwise interfere with security-related features of the Sites, including features that prevent or restrict the use of copying of any non-fungible tokens or enforce limitations on the use of the Sites or the content contained in the Sites.
- Interfere with, disrupt, or create an undue burden on the Sites or the networks or services connected to the Sites;
- circumvent any content-filtering techniques, security measures or access controls that PiP employs on the Site, including through the use of a VPN;
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including spamming or posting, that interferes with any party's unintended use and enjoyment of the Sites or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Sites;
- provide false, inaccurate, or misleading information while using the Services or engage in activity that operates to defraud PiP, other users of the Services or any other person;
- use or access the Services to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion;
- use the Services in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable, or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance or violent acts against others;
- use the Services from a jurisdiction (including an IP address in a jurisdiction) that we have, in our sole discretion, determined is a jurisdiction where the use of the Sites, the Interface or the Services is prohibited, including any Restricted Jurisdiction;
- harass, abuse or harm another person, including PiP's employees and service providers; impersonate another user of the Services or otherwise misrepresent yourself;
- enter any leaderboard, event, tournament, PVP, competition as a single user with multiple wallets, wallet address, or



accounts, also referred to as “Multi-accounting.”

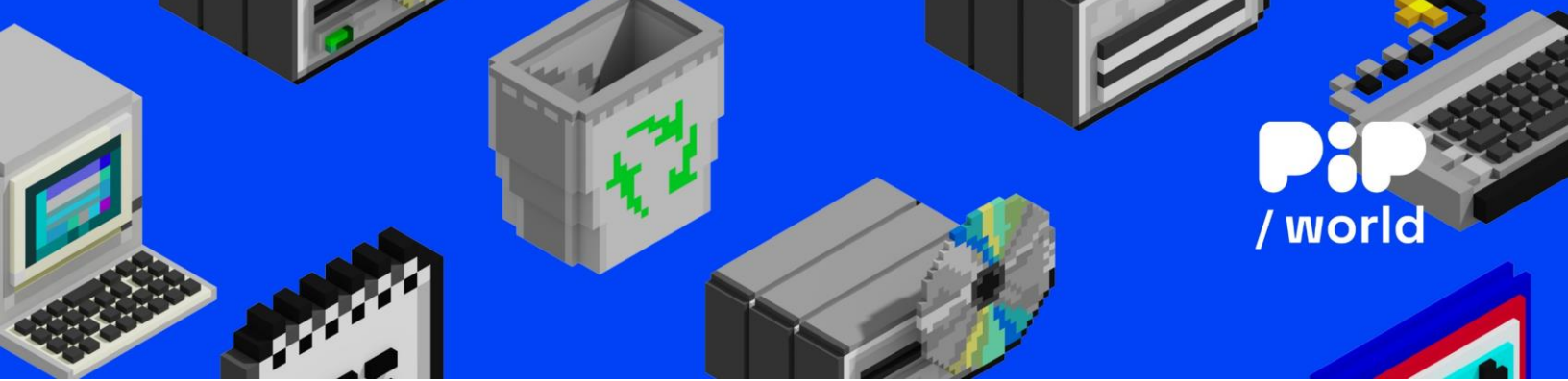
- engage or attempt to engage, or encourage, induce or assist any third party to engage or attempt to; or
- engage in any of the activities prohibited under this Section 5 or any other provision of these Terms.

## 5. CONTENT

You hereby grant to us a royalty-free, fully paid-up, sublicensable (through multiple tiers), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any content that is available to other users as a result of your use of the Sites or the Services (collectively, “Your Content”), including for promoting PiP or the Services. You represent and warrant that (a) you own Your Content or have the right to grant the rights and licenses in these Terms; and (b) Your Content and our use of Your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party’s rights.

## 6. PROPRIETARY RIGHTS

71. You acknowledge that certain aspects of the Services may use, incorporate or link to certain open-source components and that your use of the Services is subject to, and you will comply with, any applicable open-source licenses that govern any such open-source components (collectively, the “Open-Source Licenses”). Without limiting the generality of the foregoing, you may not (a) resell, lease, lend, share, distribute, or otherwise permit any third party to use the Services; (b) use the Services for time-sharing or service bureau purposes; or (c) otherwise use the Services in a manner that violates the Open-Source Licenses.
72. Excluding third-party software that the Services incorporates, as between you and PiP, PiP owns the Services, including all technology, content and other materials used, displayed or provided on the Sites or in connection with the Services (including all intellectual property rights therein, whether or not subject to the Open-Source Licenses), and hereby grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use those portions of the Sites and the Services that are proprietary to PiP and not available pursuant to the Open-Source Licenses.
73. Any of PiP’s product or service names, logos, and other marks used on the Sites or as a part of the Services including PiP’s name and logo are trademarks owned by PiP or our licensors. You may not copy, imitate, or use them without the prior written consent of PiP or the applicable licensors, and these Terms do not grant you any rights in those trademarks. You may not remove, obscure, or alter any legal notices displayed in or along with the Sites or the Services.
74. The Services are non-custodial. When you deposit Digital Assets into any smart contract available on the Interface, you are not transferring Digital Assets to PiP, and you retain control over those Digital Assets at all times. The private key associated with the Ethereum address from which you transfer Digital Assets is the only private key that can control the Digital Assets you transfer into the smart contracts available on the Interface.



## 7. MODIFICATIONS TO THESE TERMS

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by providing notice through the Services or updating the “Last Updated” date at the top of these Terms. Unless we state otherwise in our notice, all such modifications are effective immediately, and your continued use of the Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, then you must stop using the Sites and the Services.

## 8. LINKS

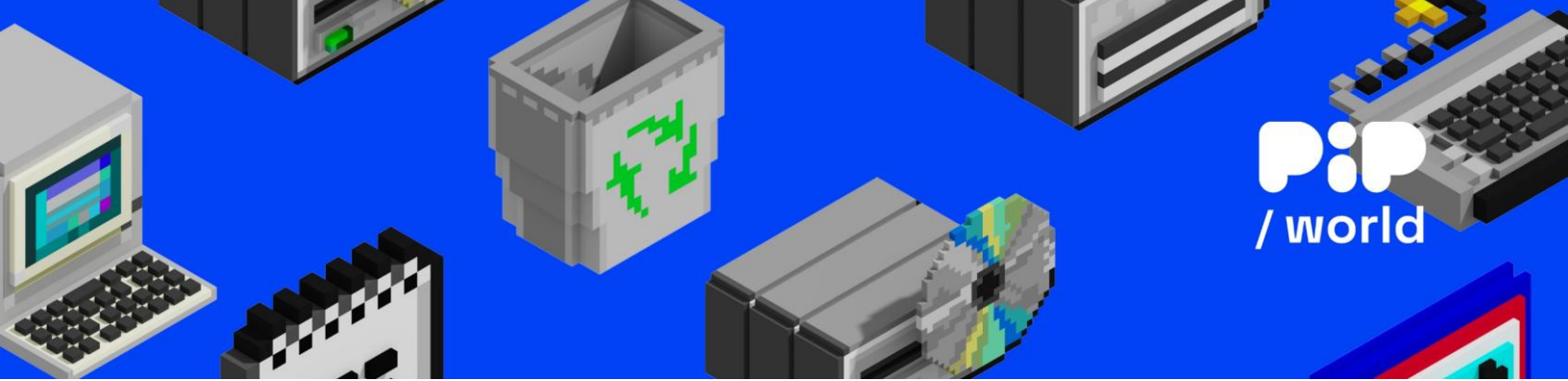
The Services or third parties may provide, links to other World Wide Web or accessible sites, applications, or resources. You acknowledge and agree that PiP is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

## 9. MODIFICATION, SUSPENSION, AND TERMINATION

We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice, for any reason whatsoever. Upon termination of your access, your right to use the Services will immediately cease. We will not be liable for any losses suffered by you resulting from any modification, suspension or discontinuance of any Services or from any modification, suspension or termination, for any reason, of your access to all or any portion of the Services. The following sections of these Terms will survive any termination of your access to the Sites or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 7 and Sections 9 through Section 17.

## 10. RISKS

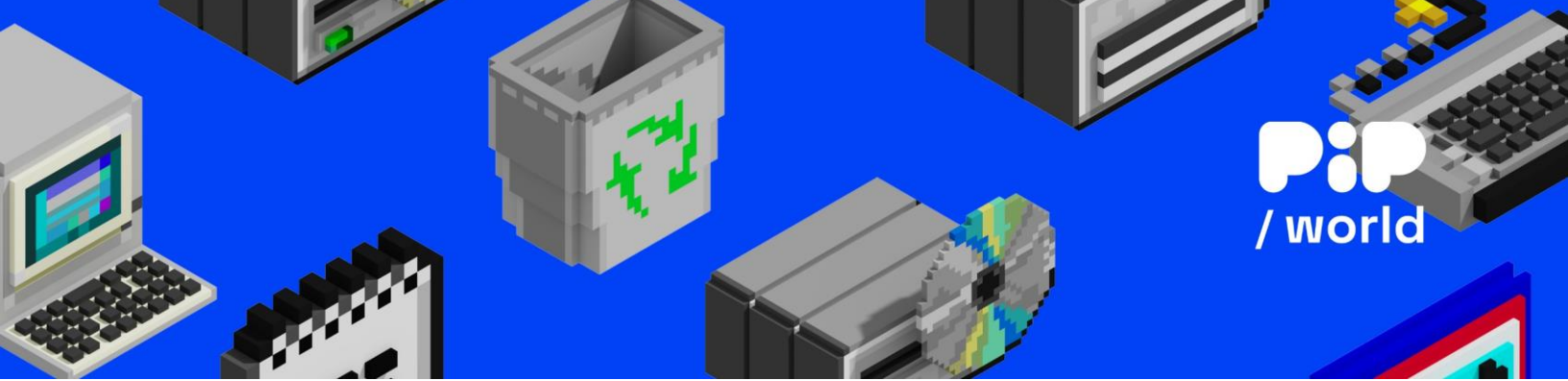
- 10.1 By accessing or using the Services, you understand and agree to the inherent risks associated with cryptographic systems and blockchain-based networks; Digital Assets, including the usage and intricacies of native Digital Assets, like ether (ETH); smart contract-based tokens, including fungible tokens and NFTs; and systems that interact with blockchain-based networks.



PiP does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree (a) that PiP is not responsible for the operation of the blockchain-based software and networks underlying the Services, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Services. Blockchain networks use public and private key cryptography. You alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to Digital Assets on the Ethereum blockchain or other blockchain-based networks. Neither PiP nor any other person or entity will be able to retrieve or protect your Digital Assets. If your private key(s) are lost, then you will not be able to transfer your Digital Assets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the Digital Assets that you may hold.

102. You acknowledge and understand that the Services and your Digital Assets could be impacted by one or more inquiries for a regulator or a regulatory action, which could impede or limit the ability of PiP to continue providing Services and could restrict or limit your ability to access or use the Services.
103. You acknowledge and understand that cryptography is continuously developing, including code cracking, such as the development of quantum computers, which is a potential risk to Digital Assets and the Services. These risks include potential theft or loss of your Digital Assets. To the extent possible, the smart contracts available on the Interface will be updated to account for any advances in cryptography and to incorporate additional security measures necessary to mitigate risks, but that does not guarantee security of the Services.
104. You agree that the Ethereum blockchain continues to be developed, which leaves you open to technical and security risks. You acknowledge that the cost of transacting on the Ethereum blockchain is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain, which may result in price fluctuations or increased costs when using the Services.
105. You acknowledge that the Services may have flaws and that you are solely responsible for evaluating any code provided relating to the Services.
106. Although we intend to provide accurate and timely information and data on the Sites and during your use of the Services, the Sites and other information available when using the Services may not always be entirely accurate, complete, or current. You acknowledge and understand that you should verify all information before relying on it, and all decisions based on information contained on the Sites or as part of the Services are your sole responsibility.
107. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information. You acknowledge and understand that PiP may in its sole discretion take any action it deems appropriate to cooperate with government agencies or comply with Applicable Law.
108. You hereby assume the risks set forth in this Section 10 and Section 2, and acknowledge and agree that PiP will have no responsibility or liability for the risks set forth in this Section 10. You hereby irrevocably waive, release and discharge all





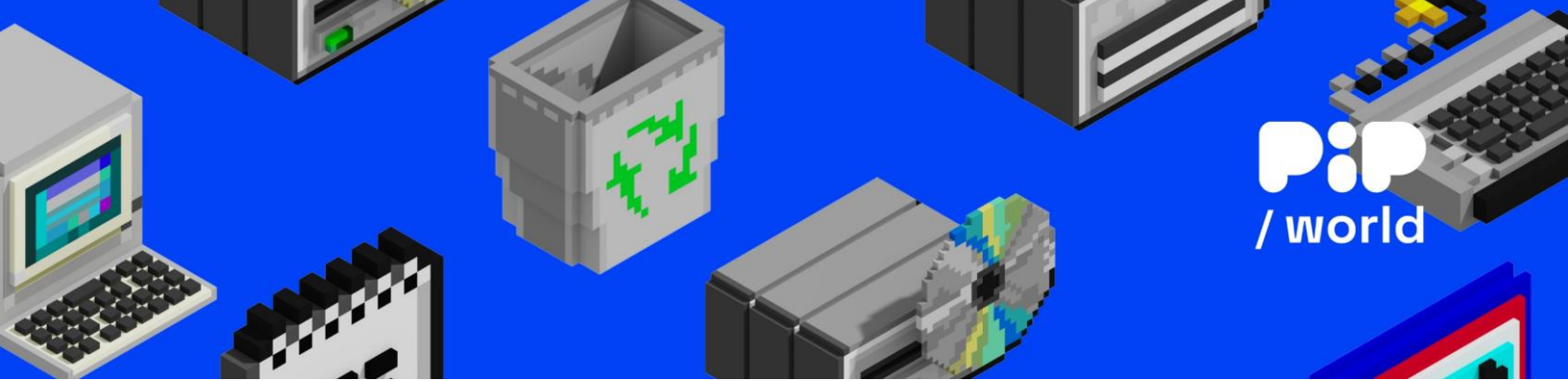
claims, whether known or unknown to you, against PiP and our shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors (“Representatives”) related to any of the risks set forth in this Section 10 and Section 2.

## 11. INDEMNIFICATION

You will defend, indemnify, and hold harmless PiP and our Representatives (collectively, “Indemnified Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with the Services; (b) Digital Assets associated with your Ethereum address; (c) any feedback or user content you provide to PiP, if any, concerning the Services; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, PiP (or, at our sole discretion, the applicable Indemnified Party) will have the right, in our or its sole discretion, to control any action or proceeding and to determine whether PiP wishes to settle, and if so, on what terms, and you agree to cooperate with PiP in the defense.

## 12. DISCLAIMERS

- 121 You understand that PiP is not registered or licensed by any regulatory agency or authority. No such agency or authority has reviewed or approved the use of the Services.
- 122 To the maximum extent permitted under Applicable Law, the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, and whether or not known or discoverable, including the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Services (including any data relating thereto) will be uninterrupted, available at any particular time, or error-free. Further, we do not warrant that errors in the Services are correctable or will be correctable.
- 123 You acknowledge that data you provide while accessing or using the Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of- service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third-party providers, Internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside of our control.

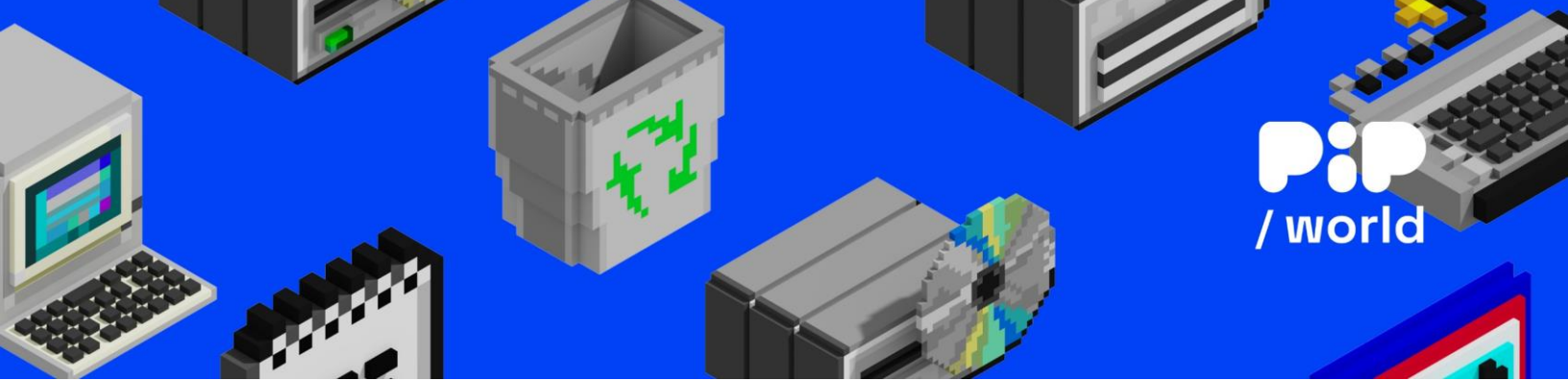


### 13. LIMITATION OF DAMAGES

- 13.1 Without limitation of any other provision of these Terms, you hereby agree that neither PiP nor any of its Representatives will have any responsibility or liability whatsoever for any loss or injury sustained by you or any third parties as a result of (i) any equipment or technology or other infrastructure delay, inaccessibility, or malfunctions; (ii) periodic maintenance procedures or repairs that PiP or any of our suppliers or contractors may undertake from time to time; (iii) causes beyond PiP's control or that PiP could not reasonably foresee; (iv) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (v) unavailability of third-party service providers or external partners for any reason. Under no circumstances will PiP or its Representatives have any liability for any such loss or injury caused by any of the foregoing events, including but not limited to any obligation to cover or reimburse any damages or losses caused by such events. You expressly acknowledge that any risk of loss resulting from such events shall be borne by you, and you expressly assume any and all such risks.
- 13.2 In no event will PiP, our suppliers and contractors, or PiP's or our suppliers' or contractors' respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, the "Risk Limited Parties") be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including damages for loss of fiat, assets, data, information, revenue, opportunities, use, goodwill, profits or other business or financial benefit) arising out of or in connection with the Services, any performance or non-performance of the Services, your digital assets, service or other item provided by or on behalf of PiP, whether under contract, tort (including negligence), civil liability statute, strict liability breach of warranties or under any other theory of liability and whether or not we have been advised of, knew of or should have known of the possibility of such damages and, notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder, nor is PiP in any way responsible for the execution or settlement of transactions between users of the Services.

### 14. LIMITATION OF LIABILITY

Without limitation of any provision of these Terms, in the event that PiP or any related party is found liable under these Terms, the aggregate liability of PiP (together with our equity owners, members, directors, managers, officers, employees, attorneys, agents, representatives, suppliers, or contractors), arising out of or in connection with your use of the Services (and any of their content and functionality), any performance or nonperformance of the Services, your Digital Assets, or any product, service or other item provided by or on behalf of PiP, whether under contract, tort (including negligence), civil liability, statute, strict liability or other theory of liability, will not exceed the amount of fees paid by you to PiP under these Terms, if any, in the two (2) month period immediately preceding the event giving rise to the claim for liability.



## 15. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY SIGNIFICANTLY IMPACT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT AGAINST PiP IN ANY COURT OR GOVERNING AUTHORITY. EXCEPT AS EXPRESSLY PROVIDED BELOW, THIS SECTION REQUIRES YOU TO SUBMIT ANY DISPUTE, CLAIM, OR DISAGREEMENT (EACH A "DISPUTE") ARISING OUT OF THESE TERMS OR THE SERVICES, INCLUDING ANY DISPUTE THAT AROSE BEFORE THE EFFECTIVE DATES OF THESE TERMS, TO BINDING INDIVIDUAL ARBITRATION. THIS SECTION EXTENDS TO DISPUTES THAT AROSE OR INVOLVE FACTS OCCURRING BEFORE THE EXISTENCE OF THIS OR ANY PRIOR VERSIONS OF THE TERMS AS WELL AS DISPUTES THAT MAY ARISE AFTER THE TERMINATION OF THE TERMS.

You and PiP agree that any Dispute arising out of or related to these Terms or the Services is personal to you and PiP and that any Dispute will be resolved solely through individual arbitration, and will not be brought as a class arbitration, class action, or any other type of representative proceeding.

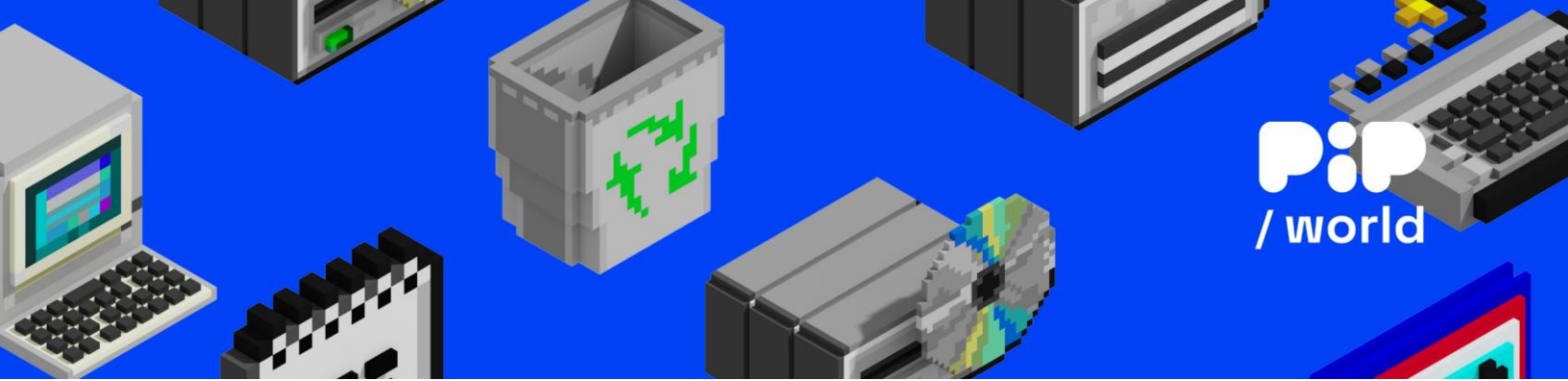
Nothing in this Section precludes you or PiP from bringing an individual action for damages in a small claims court if such claims qualify and remain in small claims court, or from seeking injunctive or other equitable relief in court for infringement or other alleged misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

Except as specified above, you and PiP waive your rights to a judge or jury trial or to have any Dispute arising out of or related to these Terms or the Services resolved in court. Instead, for any Dispute that you have against PiP or relating in any way to the Services, you agree to first contact PiP and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to PiP by email at [notice@pip.world](mailto:notice@pip.world). The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and PiP cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the Dispute to binding arbitration administered by London Court of International Arbitration (LCIA) or, under the limited circumstances set forth above, in court. All Disputes submitted to LCIA will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in London, United Kingdom, under the LCIA.

The arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, PiP, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and PiP agree that for any arbitration you initiate, you will pay the filing fee and all other LCIA fees and costs. For any arbitration



initiated by PiP, PiP will pay all LCIA fees and costs. You and PiP agree that the federal courts of the United Kingdom and Wales sitting in London, UK have exclusive jurisdiction over the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or the Services must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that you and PiP will not have the right to assert the claim.

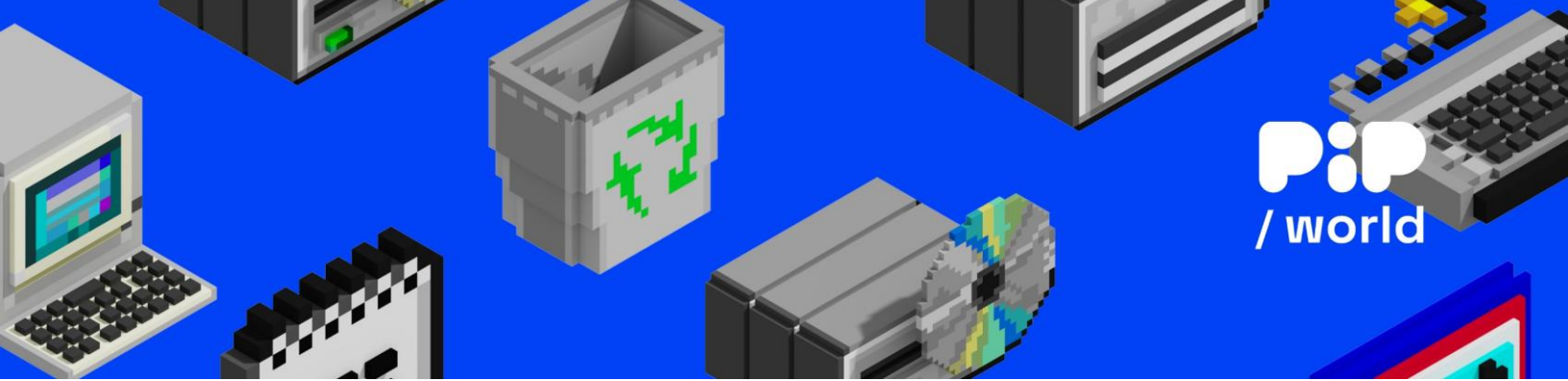
If any portion of this Section 15 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 15 or the parties' ability to compel arbitration of any remaining claims on an individual basis under this Section 15; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 15 is found to prohibit an individual claim seeking public injunctive relief, then that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 15 will be enforceable.

## 16. GOVERNING LAW

The interpretation and enforcement of these Terms, and any Dispute related to these Terms or the Services, will be governed by and construed and enforced under the laws of the United Kingdom and Wales, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. For any other proceeding that is not subject to arbitration under these Terms, the federal courts located in London, UK will have exclusive jurisdiction. You waive any objection to venue in any such courts.

## 17. GENERAL INFORMATION

171. Please refer to our privacy policy, which is incorporated herein by reference and available at <https://pip.world/privacy/>, for information about how we collect, use, share and otherwise process information about you.
172. You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our "Communications") that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Site, by emailing them to you at the email address you provide in connection with using the Services. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact us with questions, complaints, or claims concerning the Services at [notice@pip.world](mailto:notice@pip.world).
173. Any right or remedy of PiP set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of PiP in exercising any right, power, or



privilege under these Terms will not operate as a waiver thereof.

174. The invalidity or unenforceability of any of these Terms will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect.
175. We will have no responsibility or liability for any failure or delay in performance of any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, equipment or software malfunction, or event of force majeure.
176. You may not assign or transfer any right to use the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, with or without notice or obtaining your consent or approval.
177. Except to the extent otherwise provided or unless the context otherwise requires, for the purposes of these Terms: (a) headings of sections are for convenience only and will not be used to limit or construe such sections; (b) whenever the words “include,” “includes” or “including” are used in these Terms, they are deemed to be followed by the words “without limitation”; and (c) the use of “or” is not intended to be exclusive.
178. You agree that, except as otherwise expressly provided in this Agreement, there is no third-party beneficiaries to the Agreement other than the Indemnified Parties.