

NVG8 TERMS OF USE

Last Modified: June 17, 2024

- 1. Acceptance.** These NVG8 Terms of Use are entered into by and between you (acting in your capacity as an employee or other representative of your company or other entity, if applicable) (“you”) and Navigate Foundation LTD, a Singapore company having its registered address at 1 Irving Place, #08-11, The Commerze@Irving, Singapore 369546 (“Company”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, this “Agreement”), govern your access to and use of our website, including any content, functionality, and services on or provided in connection with our website, available at nvg8.io (the “Website”). Please read this Agreement carefully before you start to use the Website. By using the Website or by clicking to accept or agree to this Agreement, you accept and agree to be bound by this Agreement. If you do not want to agree to this Agreement, you must not access or use the Website. You acknowledge that this Agreement contains legally binding terms and conditions that affect your legal rights and remedies.
- 2. Changes to These Terms.** We reserve the right to change this Agreement at any time upon notice. We may give notice by posting the updated Agreement on the Website or by any other reasonable means. You can review the most current version of this Agreement at any time at Terms of Use. The version of the Agreement in effect at the time of your use of the Website applies. The updated Agreement is binding on you with respect to your use of the Website on or after the date indicated in the updated Agreement. If you do not agree to the updated Agreement, you must stop using the Website. Your continued use of the Website after the date of the updated Agreement will constitute your acceptance of the updated Agreement.
- 3. Accessing the Website.** We reserve the right to withdraw or amend the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time. From time to time, we may restrict access to the Website to certain users. To access the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on or in connection with the Website is correct, current, and complete. You hereby consent to all actions we take, consistent with our Privacy Policy and this Agreement, with respect to all information you provide to or in connection with the Website, including through the use of any interactive features on the Website and including Vault Data (collectively, “User Submissions”). We may disable any username, password, or other identifier at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.
- 4. Use of Information Provided by You.** You acknowledge, represent and agree that any User Submission is submitted voluntarily and is not confidential or proprietary, and that your User Submission does not establish a relationship between you and us except as set forth in this Agreement. You hereby grant the Company and its sublicensees a worldwide, royalty-free, non-exclusive, transferable, perpetual and irrevocable license to use, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your User Submissions, except as otherwise prohibited by applicable law or this Agreement. You waive any

right to compensation of any type for your User Submissions, except as otherwise provided in this Agreement. You represent and warrant that you either own all User Submissions or otherwise have all the rights necessary to grant the rights in this Agreement and that use of User Submissions by us does not violate any law. You may not upload to, distribute, or otherwise publish through or in connection with the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that may constitute or encourage a criminal offense, violate the rights of any party or that may otherwise give rise to liability or violate any law.

5. **Data Vaults.** We may allow you to submit or upload certain data into storage locations we refer to as “Data Vaults” (such data, “Vault Data”). Subject to the terms and conditions of our Website, you may request that we may no longer use your future data, and we will stop accessing such data and including it in our Data Vaults to the extent within our reasonable control within 90 days after receipt of your request. You acknowledge that certain Vault Data may be used by third parties or decentralized applications, and that we may not have control sufficient to delete such Vault Data.
6. **Navigate Points.** When you upload Vault Data to the Navigate platform, we may provide you with a certain amount of electronic points known as Navigate Points and we may also allow you to redeem Navigate Points for NVG8 tokens. The amount of Navigate Points provided to you may depend on the quality or content of your Vault Data, the quantity of the Vault Data, and the cadence or timing of your submission of Vault Data. Any provision to you of Navigate Points will be in accordance with the description of Navigate Points and their relationship to Vault Data current as of the date of your upload or submission. We may reject your Vault Data or refuse to provide you with Navigate Points for any reason. You acknowledge that you may not receive any Navigate Points, and that Company and other NVG8 Parties will have no liability or responsibility in connection with your inability to receive such Navigate Points.
7. **NVG8 Tokens.** If you have previously connected a wallet to the Navigate platform and earned NVG8 Tokens, you may be given a certain number of Navigate Points for each NVG8 Token in your wallet. We may also allow you to redeem Navigate Points for NVG8 Tokens. Any NVG8 Tokens you hold in your wallet will remain non-transferable unless (and until such time as) the restriction on transferability is lifted. You acknowledge that NVG8 Tokens may have no present or future value. Our provision and your receipt of NVG8 Tokens are subject to all requirements that we impose on such transactions, including any requirements to comply with applicable laws, rules, and regulations; any requirements to enter into additional terms and conditions; and any requirements to provide additional information to us, such as information required for processes commonly referred to as know your customer (KYC) or anti-money laundering (AML) procedures. You acknowledge that use of digital assets, cryptocurrencies, and blockchain technology, such as NVG8 Tokens, involves a high degree of risk. NVG8 Tokens, like other digital assets, may result in a loss of part or all of their value. The NVG8 Tokens, and the blockchain technology on which they are based, are new and rapidly changing, and therefore may contain technical flaws and may be susceptible to malicious cyberattacks. We are not responsible for any loss or theft of, or inability to use, any NVG8 Tokens.

8. **Intellectual Property Rights.** The Website (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement of those things), and associated know-how, are owned by Company, its licensors, or other providers and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws (“Website IP”). The Company retains all right, title, and interest in and to the Website IP. This Agreement contains no implied licenses. You will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any part of our Website without our prior written consent.
9. **Permitted Users.** You represent and warrant that (1) you are at least 18 years of age; (2) you have full power and authority to enter into this Agreement; (3) you are not located in, under the control of, or a national or resident of any country subject to sanctions by the United States or Singapore; (4) you have not been placed on the U.S. Department of Commerce's Denied Persons List; (5) you are not identified as a “Specially Designated National” by the United States government; (6) you are not subject to any sanctions, including financial sanctions, of the Singapore government; and (7) you will not access the Website if you have previously been prohibited from doing so or if any laws prohibit you from doing so. We do not intend for the Website to be used by persons or entities in countries or jurisdictions that require us to obtain a registration or license. If you are in such a country or jurisdiction, you are not authorized to and agree that you will not use the Website. You may use the Website only for lawful purposes and in accordance with this Agreement. You agree not (a) to use the Website in any way that violates any applicable federal, state, local, or international law or regulation, (b) use the Website for any unauthorized, fraudulent, or malicious purpose, (c) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability, (d) use the Website in any manner that could disable, overburden, damage, or impair the Website, (e) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, (f) to access systems, data or information not intended by us to be made accessible to a user, (g) to obtain or attempt to obtain any materials or information through any means not intentionally made available by us; or (f) to use the Website for any use other than the purpose for which it was intended. For example, you will not use the Website in connection with money laundering or the financing of terrorism.
10. **Reliance on Information Posted.** We do not warrant the accuracy, completeness, or usefulness of any information presented on or through the Website. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. Nothing on this Website constitutes (a) advice or a recommendation of any kind (legal, financial or otherwise), or (b) an indication of results that may be achieved. Please consult with professional advisors in connection with your use of the Website. The content on this Website is updated frequently, including based on interaction with users of the Website, but the Website's content is not necessarily complete or

up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. This Agreement and the Website do not constitute an offer to sell or solicitation of an offer to buy securities.

11. **Third Party Components.** If the Website contains links to other sites or resources provided by third parties, or otherwise integrates such third-party resources (collectively, "Third Party Components"), these Third Party Components are provided for your convenience only. We have no control over the contents of the Third Party Components, and WE ACCEPT NO RESPONSIBILITY FOR THE THIRD PARTY COMPONENTS OR FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THE THIRD PARTY COMPONENTS. If you access any such Third Party Components, you do so entirely at your own risk and subject to the terms and conditions of use for such Third Party Components. For example, your use of the non-custodial Sequence wallet provided by Horizon Blockchain Games Inc. is governed by the applicable terms available at sequence.app. In addition, we may require you to review and agree to additional terms and disclosures as a condition to using or accessing certain Third Party Components.
12. **Disclaimer of Warranties.** YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.
13. **Limitation of Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS (COLLECTIVELY "NVG8 PARTIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO THIS AGREEMENT OR YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, OR ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE AGGREGATE LIABILITY OF THE NVG8 PARTIES TO YOU FOR ALL CLAIMS AND DAMAGES RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT OR SERVICES ON OR PROVIDED IN CONNECTION WITH THE WEBSITE OR SUCH OTHER WEBSITES WILL NOT EXCEED \$100 U.S. DOLLARS. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES OR LIABILITY. NOTHING IN THIS SECTION 11 WILL BE INTERPRETED AS EXCLUDING LIABILITY THAT CANNOT UNDER APPLICABLE LAW BE EXCLUDED.

14. **Indemnification.** You will defend, indemnify, and hold harmless the NVG8 Parties from and against any third party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to
 - a. your violation of this Agreement,
 - b. your use of the Website,
 - c. any User Submission (including Vault Data) made by you, including with respect to violations of any other party's rights, such as intellectual property or other proprietary rights, and laws related to privacy or information security; or
 - d. your violation of any other party's rights or applicable law.
15. **Arbitration and Governing Law.** YOU WILL SUBMIT ANY DISPUTES ARISING FROM THIS AGREEMENT OR THE WEBSITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING TEXAS LAW. THE SEAT OR LEGAL PLACE OF ARBITRATION WILL BE IN AUSTIN, TEXAS. YOU AGREE TO ARBITRATE IN YOUR INDIVIDUAL CAPACITY ONLY – NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS – AND YOU EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS ACTION BASIS. FURTHERMORE, UNLESS YOU AND COMPANY AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OF CLASS PROCEEDING. ALL ARBITRATION PROCEEDINGS ARE CONFIDENTIAL. ARBITRATION ORDERS AND AWARDS REQUIRED TO BE FILED WITH APPLICABLE COURTS OF COMPETENT JURISDICTION ARE NOT CONFIDENTIAL AND MAY BE DISCLOSED BY THE PARTIES TO SUCH COURTS. A PARTY WHO IMPROPERLY DISCLOSES CONFIDENTIAL INFORMATION WILL BE SUBJECT TO SANCTIONS. THE ARBITRATOR AND FORUM MAY DISCLOSE CASE FILINGS, CASE DISPOSITIONS, AND OTHER CASE INFORMATION AS REQUIRED BY A COURT ORDER OF PROPER JURISDICTION. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws provisions.
16. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
17. **General.** If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and the Company intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, you and the Company agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. The Company may assign this Agreement, in whole or in part, at any time with or without notice to you. You may

not assign this Agreement or assign, transfer, or sublicense your rights, if any, to access or use the Website or its content, and any attempt by you to do so is void. The Company's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on the Company if it is in a written document signed by the Company. This Agreement (including any incorporated terms) constitutes the entire agreement between you and the Company with respect to the Website and its contents. Both you and the Company warrant to each other that, in entering into this Agreement, neither the Company nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in this Agreement. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and the Company, or the Company's successors and assigns, will have any right to enforce any of this Agreement. Neither this Agreement nor the Website create a partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.