

Only1 Terms of Use

Only1 (Only1.io and Only1.app) is a Solana based platform that allows you to buy, sell, and display NFTs, stake and swap tokens, and engage in other activities related to NFTs and affiliated talent as well as third party NFT companies and projects. These Terms of Use are entered into by and between you (“You” or “User”) and Onlyone Tech Limited (“Only1,” “Company,” “we,” or “us”). These Terms of Use set forth the terms and conditions, together with any documents they expressly incorporate by reference, that govern your access to and use of the Only1 website and subdomains, including any content, functionality, and services offered on or through <https://only1.io> and <https://only1.app> (collectively, the “Sites”). Additional proprietary services and features provided by Only1 and the Sites include but are not limited to: [Creator Staking Pool](#), [APY](#), [Genesis NFTs](#), [Content NFT- Farming](#), [\\$LIKE](#), [Only1’s Staking Pool Program](#), [SPL Token Program](#), [NFT Launchpad](#), which are further defined in section 6 of this agreement as “Key Features”, all of which are subject to the These Terms of Use.

1) Accepting these Terms of Use

Only1 offers a software and network platform useful for buying, selling and displaying non-fungible tokens (“NFTs”) and engage in other activities related to NFTs, token swapping and staking programs and talent and media engagement services, including without limitation the “Key Features” (the “Platform”). Only1 makes available to User the access and use of the Platform and related content and materials and services via the Sites operated by us.

These Terms of Use set out your rights and responsibilities when you use the Platform and the Sites to buy, sell, or display NFTs or create a collection of NFTs, in addition to other features and services including the Key Features (collectively, the “Services”), so please read them carefully. The Platform is an administrative platform that facilitates transactions between a buyer and a seller but Only1 is not a party to any agreement between the buyer and seller of NFTs or between any users using the Platform or the Sites.

By clicking on the “I Accept” button, completing the account registration process, or using the Site, you accept and agree to be bound and abide by these Terms of Use and all of the terms incorporated herein by reference. By agreeing to these terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms of Use, you must not access or use the Platform or the Sites.

Please note that this agreement contains an arbitration clause and class action waiver. By agreeing to these Terms of Use, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action.

Only1 reserves the right to change or modify these Terms of Use at any time and in our sole discretion. You agree and understand that by logging into your account, accessing or using the Site following any change to these Terms of Use, you agree to the revised Terms of Use and all of the terms incorporated therein by reference. We encourage you to review the Terms of Use from time to time to ensure that you understand the terms and conditions that apply when you access or use the Site.

Only1 reserves the right to apply special terms to any particular feature or function of the Platform or the Services and any such special terms shall become part of these Terms of Use upon your access and use thereof.

All capitalized terms used herein have the meanings stated in these Terms of Use, unless stated otherwise in writing signed by Only1.

2) **Your Only1 Account**

You need to create a user account with Only1 in order to access and use the Services (each an “User Account”). When you create a User Account, we will ask you for some personal information about yourself. We may require you, in our sole discretion, to provide additional information and/or documents. If you do not provide complete and accurate information and/or documents in response to such a request, we may refuse to provide you with the Services or authenticate your User Account. Only1 reserves the right to decline to activate a User Account for any person for any reason.

Your User Account is subject to the following conditions:

- **Access:** You understand and agree that access to your User Account is limited solely to you. You agree that you will not sell, rent, lease, or grant access to your User Account to any person without our prior written permission.
- **Security:** You understand and agree that you are solely responsible for maintaining the security of your User account and control over any user names, passwords, or any other codes that you use to access the Services or the Platform. Any unauthorized access to your User Account by third parties could result in the loss or theft of NFTs and/or funds held in your User Account and any associated accounts, including your linked cryptocurrency wallet(s), bank account(s) and credit card(s). You understand and agree that you will not hold us responsible for managing and maintaining the security of your User Account. You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Account. You are responsible for monitoring your User Account. If you notice any unauthorized or suspicious activity in your User Account, please notify us immediately.
- **Trading Fees:** In order to buy or sell an NFT on the Platform, you agree to pay all applicable fees and you authorize Only1 to automatically deduct fees directly from your payment. You will always be provided with a breakdown of fees prior to your purchase or sale of an NFT. You are responsible for the payment of all fees due to Only1 for each transaction associated with your User Account, as set out and in accordance with Only1’s fee schedule and procedures (which can be found at <https://only1.io/only1-privacy-policy.pdf> and which are incorporated by reference into these Terms of Use].
- **Communication:** You agree and understand that we will communicate with you via electronic means. To ensure that you receive all of our communications, you agree to keep your email address and telephone number current and notify us if there are any changes. You agree that any notices, agreements, disclosures, or other communications delivered to your email address on record is considered valid.

3) **User Account Suspension**

You agree that Only1 has the right to immediately suspend your User Account, pause or cancel your access to the Services or the Platform, or close your User Account if we suspect, in our sole discretion, that (1) your User Account is being used for money laundering or any illegal activity; (2) you have concealed or provided false identification information or other details; (3) you have engaged in fraudulent activity; or (4) you have engaged in transactions in violation of these Terms of Use or any applicable laws, regulations, orders, ordinances or treaties.

4) Communication

You agree that we may send you promotional communications by email, including, but not limited to, newsletters, special offers, surveys, and other news and information that we think will be of interest to you.

You agree that we may send you communications by email or text message that pertain to the status of a purchase or sale of an NFT on the Platform, and other communications that pertain to your interaction with the Sites, including but not limited to notifications about the status of an NFT that you are interested in purchasing.

You may opt out of promotional communications at any time by following the instructions provided in the email.

All notices and other communications under these Terms of Use shall be in writing and shall be deemed given when delivered by hand or postage prepaid by registered or certified mail, return receipt requested, or by email or overnight courier service to the addresses set forth in the User Account or such other addresses as either party may specify in a written notice to the other party. Unless otherwise provided, notice shall be effective the date it is officially recorded as delivered by return receipt or equivalent or by electronic record.

5) User Content

The Platform allows users to create content, link to other websites, and display NFTs that they own (collectively, with Profile Information, “User Content”). All User Content must comply with these Terms of Use.

Any Information you post to the Sites will be considered non-confidential and non-proprietary. By providing any User Content on the Sites, you grant us and our affiliates and our respective licensees, successors, and assigns the non-exclusive, worldwide, irrevocable, royalty-free right (with the right to sublicense to others) to use, reproduce, modify, perform, display, distribute, retransmit, publish, broadcast, hyperlink, and otherwise disclose to third parties any such information, content and material for any purpose in any and all media whether now known or hereafter created. You represent and warrant that (1) you own and control all rights in and to your User Content and have the right to grant such licenses to us and our affiliates and our respective licensees, successors, and assigns; and (2) all of your User Content do and will comply with these Terms of Use.

You understand and agree that you are responsible for any User Content that you submit or contribute, and you, not Only1, have full responsibility for such User content, including its legality, reliability,

accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any User Content posted by you or any other user on the Site.

We reserve the right, in our sole discretion, to prohibit you from uploading your User Content. Although we are not required to monitor any User Content, we may, in our sole discretion, remove User Content at any time and for any reason without notice. Only1 may monitor User Content to detect and prevent fraudulent activity or violation of these Terms of Use.

6) Ownership

Unless otherwise indicated in writing by us, the Platform and the Site, all content, and all other materials contained therein, including, without limitation, the Only1 logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection, organization and arrangement thereof and all related intellectual property rights (collectively, “Only1 Content”) are the proprietary property of Only1 or our affiliates, licensors, or users, as applicable. The Only1 logo and any product or service names, trademarks, service marks, logos, or slogans that may appear on the Platform or the Site are trademarks of Only1 or our affiliates. The Only1 Content and trademarks and may not be copied, imitated, publicly displayed, distributed or used, in whole or in part, without our prior written permission.

You may not use any Only1 Content without our express written permission. You may not use link to the Site or otherwise use framing techniques to enclose any Only1 Content without our express written consent. In addition, the look and feel of the Platform, the Site and Only1 Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of Only1 and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Notwithstanding anything to the contrary herein, you understand and agree that you shall have no ownership or other property interest in the Only1 Content, and you further agree that all rights therein and any use thereof are and shall forever be owned by and inure to the benefit of Only1.

You acknowledge that the ownership of digital asset NFTs made available or purchased on the Platform may give you the right to view, store, exchange, sell and display the NFT publicly but does not allow or imply commercial use or ownership of intellectual property on the brand, design, music, video, art or other media displayed in your digital asset NFTs.

The intellectual property rights in any digital asset NTFs created by Only1 are owned by us as the contributing artist or author. We will use commercially reasonable efforts to ensure that if any digital asset NTF are minted with a fixed number of pieces or packs as a limited edition, we will not mint additional copies in the future.

The Platform and the Sites contain confidential and proprietary software, processes, data and information, and materials that may be owned by or licensed to us. This proprietary information and materials include, but is not limited to concepts, data, drawings, documents, proposals, specifications, programs, data models, data integration tools and techniques, and the design, layout, look, appearance, features, software code and graphics of the content and materials made available to you by Only1.

Reproduction of the Platform or the Site (or any content or materials therein) is prohibited other than upon receiving explicit written permission of Only1.

You acknowledge and agree that as between you and Only1, title to and ownership of the Only1's proprietary processes, content and technology used in the operation of the Site, the Platform and/or the Services, and all intellectual property rights relating thereto, including without limitations: copyrights, hardware designs, algorithms, software, content "look and feel", software and user-interface designs, architecture, documentation (both printed and electronic), network designs, know-how, data, databases, ad copy, templates, trademarks, patents, trade names, trade dress, methodologies, trade secrets, confidential information and any related intellectual property rights and goodwill associated with the foregoing throughout the world (whether owned by Only1 or licensed to Only1 from a third party), and any derivatives, improvements, enhancements or extensions of, and any feedback or suggestions to, any of the foregoing, conceived, reduced to practice, or developed whether alone or jointly with others by Only1 or you (collectively, "Only1 IP"), are and will remain vested in Only1 at all times and for all purposes. You will not challenge, contest or otherwise take any action inconsistent with Only1's rights in and to the Only1 IP. Without limiting the foregoing, you specifically acknowledge and agree that the following features or functionality of the Platform are proprietary methodologies, know-how and trade secrets unique to Only1 and its licensors (the "Key Features"):

- **Creator Staking Pool:** Each onboarded creator will have their own staking pool that produces \$LIKE token to those staking, the creator, and the creator's Genesis-NFT owner. The more active the creator is, the higher the APY, the more users will stake their tokens, the more reward! Socialize and earn.
- **APY:** The staking pool's APY adjusts according to the creator's activity on the platform. The APY calculation algorithm will be continually updated to optimize for maximum social engagement and fair reward for all users. Some factors the algorithm takes into account are as follows:
- **Genesis NFTs:** Each creator onboarded onto Only1 will have a Genesis-NFT which they can associate with perks and rewards (e.g. mentor the Genesis-NFT owner how to trade). Users on the platform can stake \$LIKE tokens on individual creators with APY that adjusts according to the creator's engagement with the fan base. The owner of the Genesis NFT, and the creator will both receive a small split of the staking pools' reward!
- **Content NFT- Farming:** Creator can post exclusive content in the form of NFT to be sold in our marketplace, the user who bought it will be able to see its content, but for the rest who don't prefer to pay the expensive price, they can pay the unlocking fee (which can be low like 1 \$LIKE, depending on the creator) to view the content, part of the unlock fee will go to the creator, and the other to the content-NFT owner.
- **\$LIKE:** \$LIKE is a functional utility token which will be used as the medium of exchange between participants on the OnlyOne platform.
- **Only1's Staking Pool Program:** Only1's staking pool program provides an on-chain mechanism for a group of stakers to Share rewards proportionally amongst a staking pool, Govern on-chain protocols with stake weighted voting, and Stake and earn locked tokens
- **SPL Token Program:** The Solana Program Library (SPL) is a collection of on-chain programs targeting the Sealevel parallel runtime. The library features the following programs: Token Program, Token Swap Program, Token-Lending Program, Associated Token Account

Program, Memo Program, Name Service, Shared Memory Program, Stake Pool Program, and Feature Proposal Program.

- NFT Launchpad

7) **Technology**

Only1 is built on the Solana blockchain for a myriad of reasons, including:

- a. the fact that Solana has a flexible virtual machine which allows programs (known as smart contracts elsewhere) to be written in native languages such as Rust, C, and C++.
- b. the fact that its infrastructure provides blazing fast speeds and no mempool - providing the basis for global adoption of blockchain and/or distributed ledger technologies.
- c. the fact that a transaction on-chain costs only a fraction of a cent (average of \$0.00025 per transaction).

Solana is a lightning-fast blockchain (and/or distributed ledger technology) that solves the Web3 trilemma of scalability, security, and decentralization. With peak transaction times of over 65,000 transactions per second (TPS) and 400ms (milliseconds) block times, Solana boasts of not only rapid transaction times, but also an amalgamation of impressive transaction times and extremely low transaction prices; an average of \$0.00025 per transaction.

We chose Solana as the ideal platform for Only1 not just for the incredible transaction speeds and low costs, but also for the ease with which tokens (both fungible and non-fungible) can be created, minted, and distributed. Creating a token on Solana requires no programming (from a user's perspective, of course), and can be done with only a few commands in the CLI. This is made possible by another key player in the Solana ecosystem: the token program. We talk about that next.

8) **Your Use of The Platform, the Site and Only1 Content**

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and the Platform displaying Only1 Content. Our grant of such license is subject to the following conditions:

- Unlawful Activity: You agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity.
- Abusive Activity: You agree not to engage in any activity that poses a threat to the Site, the Platform or Only1 and its businesses, for example by distributing a virus or other harmful code, or through unauthorized access to the Sites or other users' accounts.
- Inappropriate Behavior: You agree not to interfere with other users' access to or use of the Site and the Platform, including any Only1 Content made available to you.
- Communication: You agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotions, requests for donations, or spam; (2) harassing or abusing other users; (3) interfering with transactions of other users. You agree not to use data collected

from the Sites or the Platform to contact individuals, companies, or other persons or entities outside the Site for any purpose, including but not limited to marketing activity.

- **Fraud:** You agree not to engage in any activity that operates to defraud Only1, other users, or any other person or that provides any false, inaccurate, or misleading information to Only1.
- **Gambling:** You agree not to utilize the Platform, the Sites or Services to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.
- **Taxes:** You agree that you are solely responsible for determining what, if any, taxes apply to your NFT transactions. Neither Only1 nor any other party affiliated with Only1 or providing Services related to the Site, the Platform or Only1 Content is responsible for determining the taxes that apply to your NFT transactions.
- **Intellectual Property Infringement:** You agree not to (1) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law (including without limitation any User Content posted or made available on the Site); (2) use Only1 Content without express written consent from Only1; or (3) engage in any action that implies an untrue endorsement, sponsorship or affiliation with Only1.
- **Hyperlinks:** You are hereby granted a limited, non-exclusive, non-transferable, revocable license to create a text hyperlink to the Site for noncommercial purposes; provided that such link does not portray Only1, our affiliates, the Platform or the Services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal materials, or other materials that is offensive, harassing, or otherwise objectionable.
- **Additional Prohibitions:** You agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any Only1 Content; (2) modify or create derivative works from the Site or Only1 Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site or Only1 Content; (4) download any portion of the Site or Only1 Content, other than for purposes of page caching, except as expressly permitted by us.

If you are unsure whether a contemplated use would violate these Terms of Use, please contact us at the address listed below under Contact Information.

You agree and understand that we may modify part or all of the Platform, the Site or the Services without notice.

9) Privacy

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Only1's Privacy Policy, which is incorporated into these Terms of Use by reference. The Privacy Policy can be found at <https://only1.io/only1-privacy-policy.pdf>.

10) Platform Currency; \$LIKE

The Platform will include virtual tokens or currency in the form of \$LIKE (“Platform Currency” or “\$LIKE”). \$LIKE is a non-refundable functional utility token which will be used as the medium of exchange between participants on the OnlyOne platform. \$LIKE may be purchased from us using

actual monetary instruments. Other than a limited, personal, revocable, non-transferable, non-sublicensable license to use the platform currency and \$LIKE, you have no right or title in or to any such Platform currency or \$LIKE available on the Platform. We may at any time regulate, control, modify and/or eliminate Platform currency and/or \$LIKE as we see fit at our sole discretion.

11) Inherent Risks of NFTs

Please note the following risks in accessing or using the Platform or the Sites:

- THE PRICE AND LIQUIDITY OF BLOCKCHAIN ASSETS, INCLUDING NFTS, ARE EXTREMELY VOLATILE AND MAY BE SUBJECT TO LARGE FLUCTUATIONS;
- FLUCTUATIONS IN THE PRICE OF OTHER DIGITAL ASSETS COULD MATERIALLY AND ADVERSELY AFFECT NFTS, WHICH MAY ALSO BE SUBJECT TO SIGNIFICANT PRICE VOLATILITY;
- LEGISLATIVE AND REGULATORY CHANGES OR ACTIONS AT THE STATE, FEDERAL, OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, EXCHANGE, AND VALUE OF NFTS;
- NFTS ARE NOT LEGAL TENDER AND ARE NOT BACKED BY THE GOVERNMENT;
- TRANSACTIONS IN NFTS MAY BE IRREVERSIBLE, AND, ACCORDINGLY, LOSSES DUE TO FRAUDULENT OR ACCIDENTAL TRANSACTIONS MAY NOT BE RECOVERABLE;
- SOME TRANSACTIONS IN NFTS SHALL BE DEEMED TO BE MADE WHEN RECORDED ON A PUBLIC LEDGER, WHICH IS NOT NECESSARILY THE DATE OR TIME THAT YOU INITIATED THE TRANSACTION;
- THE VALUE OF NFTS MAY BE DERIVED FROM THE CONTINUED WILLINGNESS OF MARKET PARTICIPANTS TO EXCHANGE FIAT CURRENCY OR DIGITAL ASSETS FOR NFTS, WHICH MAY RESULT IN THE POTENTIAL FOR PERMANENT AND TOTAL LOSS OF VALUE OF A PARTICULAR NFT SHOULD THE MARKET FOR THAT NFT DISAPPEAR;
- THE NATURE OF NFTS MAY LEAD TO AN INCREASED RISK OF FRAUD OR CYBERATTACK, AND MAY MEAN THAT TECHNOLOGICAL DIFFICULTIES EXPERIENCED BY ONLY1 MAY PREVENT THE ACCESS TO OR USE OF YOUR DIGITAL ASSETS; AND
- CHANGES TO THIRD PARTY SITES (DISCUSSED IN SECTION 12 BELOW) MAY CREATE A RISK THAT YOUR ACCESS TO AND USE OF THE PLATFORM AND THE SITES WILL SUFFER.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that Only1 does not give advice or recommendations regarding NFTs, including the suitability and appropriateness of, and investment strategies for, NFTs. You agree and understand that you access and use the Platform and the Sites operated by Only1 at your own risk; however, this brief statement does not disclose all of the risks associated with NFTs and other digital assets. You agree and understand that Only1 will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using NFTs, however caused.

12) Third Parties

Only1 may rely on third-party platforms, including but not limited to SOLANA to perform NFT transactions. Our Sites may contain links to third-party websites or applications as well as third party NFT projects and platforms (collectively, “Third Party Sites”). Only1 does not own or control Third Party Sites. You understand and agree that your use of any Third-Party Site is subject to any terms of use and/or privacy policy provided by such Third-Party Site. Only1 is not a party to any such agreement. You should review any terms of use and/or privacy policy provided by such Third-Party Site and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Only1 provides these Third-Party Sites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites, or their products or services. You use all links in Third Party Sites at your own risk. When you leave our Sites, our Terms of Use and our Privacy Policy no longer govern. We may, but are not obligated to, warn you that you are leaving our Sites.

Some transactions on our site may be facilitated and run by other third-party platforms, NFT companies, and DAOs. Any such transactions are governed by the third parties Terms of Service and Privacy Policies.

13) Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY ONLY1, THE PLAFTRM, THE SITES, THE ONLY1 CONTENT AND ALL MATERIALS CONTAINED THEREIN, AND NFTS LISTED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. ONLY1 (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL (1) MEET YOUR REQUIREMENTS; (2) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (3) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE. ONLY1 DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WHILE ONLY1 ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE PLATFORM, THE SITES AND ANY ONLY1 CONTENT SAFE, ONLY1 CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM THE SITES, ANY ONLY1 CONTENT, AND ANY NFTS LISTED ON OUR PLAFTRM, OUR SITES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR OTHERS FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (1) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (2) SERVER FAILURE OR DATA LOSS; (3) CORRUPTED WALLET FILES; (4) UNAUTHORIZED ACCESS TO APPLICATIONS; (5) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM, THE SITES OR NFTS.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE WAX NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE WAX PLATFORM. WE DO NOT GUARANTEE THAT ONLY1 OR ANY ONLY1 PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS.

Only1 is not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features of NFTs. Only1 is not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting NFTs including forks, technical node issues or any other issues having fund losses as a result.

Nothing in these Terms of Use shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

TO THE FULLEST EXTENT PROVIDED BY LAW, ONLY1 HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PLATFORM, THE SITES, ANY ONLY1 CONTENT AND ANY OTHER MATERIALS OR CONTENT CONTAINED THEREIN (INCLUDING LINKS OR NFTS); PROVIDED, HOWEVER, THAT THE FOREGOING DISCLAIMERS DO NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ONLY1 BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OF USE, THE PLATFORM, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO 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 AND EVEN IF ONLY1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES, THE PLATFORM, ANY ONLY1 CONTENT OR THIRD PARTY SITES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF ONLY1 ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE, THE ACCESS TO AND USE OF THE PLATFORM, THE SITES, ANY ONLY1 CONTENT, NFTS, THE THIRD PARTY SITES OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SITES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU HAVE PAID TO ONLY1 FOR THE SERVICES IN THE LAST SIX MONTHS FROM THE TRANSACTION OUT OF WHICH LIABILITY AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF ONLY1 FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A MEMBER OF ONLY1'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF ONLY1'S FRAUD OR FRAUDULENT MISREPRESENTATION.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

15) Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Only1, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Only1 Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Platform, the Sites, any Only1 Content or NFTs, (b) your violation of these Terms of Use, and (d) your violation of the rights of a third party, including another user or WAX. You agree to promptly notify Only1 of any third party Claims and cooperate with the Only1 Parties in defending such Claims. You further agree that the Only1 Parties shall have control of the defense or settlement of any third-party Claims.

THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND ONLY1.

16) Governing Law

These Terms of Use, your access and use of the Platform, the Sites, and any Only1, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms of Use shall be governed by the laws of the State of New York, as if these Terms of Use are a contract wholly entered into and wholly performed within the State of New York. THE PLATFORM AND THE SITES ARE OPERATED BY ONLY1 ON SERVERS LOCATED WITHIN THE STATE OF NEW YORK. YOU UNDERSTAND AND AGREE THAT YOUR USE OF ONLY1 AS CONTEMPLATED BY THESE TERMS OF USE SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF TNEW YORK AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

17) Disputes

Please read the following agreement to arbitrate (“Arbitration Agreement”) in its entirety. This clause requires you to arbitrate disputes with Only1 and limits the manner in which you can seek relief from us.

You agree that any dispute or claim relating in any way to: your access, use, or attempted access or use of the Platform, the Sites and the Only1 Content, any products sold or distributed through the Sites, or any aspect of your relationship with Only1 will be resolved by binding arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Only1 may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyright, or patent). You agree that any such arbitration shall be settled solely and exclusively by binding arbitration held in New York, NY, administered by JAMS and conducted in English, rather than in court.

Any such arbitration shall be conducted in accordance with the then-prevailing JAMS Streamlined Arbitration Rules & Procedures, except that any dispute involving claims and counterclaims over \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to the then-prevailing JAMS Comprehensive Arbitration Rules and Procedures.

The arbitrator shall have exclusive authority to (1) determine the scope and enforceability of this Arbitration Agreement; and (2) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including but not limited to any claim that all or part of this Arbitration Agreement is void or voidable; (3) decide the rights and liabilities, if any, of you and Only1; (4) grant motions dispositive of all or part of any claim; (5) award monetary damages and grant any non-monetary remedy or relief available to a party under applicable law, arbitration rules, and these Terms of Use (including the Arbitration Agreement). The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Such an award is final and binding upon you and us.

You understand that by agreeing to this Arbitration Agreement, you and Only1 are each waiving their right to trial by jury and to participate in a class action or class arbitration.

If any part of this Arbitration Agreement is found to be invalid or unenforceable, then such part shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue to in full force and effect.

This Arbitration Agreement shall survive the termination of your relationship with Only1.

18) Termination

We reserve the right, without notice and in our sole discretion, to terminate your license to access or use the Platform, the Sites or the Only1 Content, at any time and for any reason. You understand and agree that we shall have no liability or obligation to you in such an event. All obligations (including ownership, confidentiality, disclaimers and limitations of liability, governing law and arbitration) that are by the nature intended to survive the expiration or termination of these Terms of Use shall survive and you will continue to be bound by these obligations.

19) Severability

If any term, clause, or provision of these Terms of Use is held invalid or unenforceable, then that term, clause, or provision shall be severable from these Terms of Use and will not affect the validity or enforceability of any remaining part of that term, cause, or provision, or any other terms, clause, or provision of these Terms of Use.

20) Entire Agreement

These Terms of Use (and all documents referenced herein) comprise the entire and integrated agreement between you and Only1 relating to your access to and use of the Platform, the Sites and Only1 Content, and supersede any and all prior discussions agreements, and understandings of any kind (including without limitation prior versions of this User Agreement). Except as otherwise provided herein, these Terms of Use are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

21) Survival

You agree and understand that all provisions of these Terms of Use shall survive the termination or expiration of these Terms of Use.

22) Electronic Signature Consent to These Terms of Use

Your access and use of the Sites, the Platform and/or the Services will be managed through your User Account. Only1 relies on an electronic signature process as official authorization for your agreement as well as any changes to these Terms of Use or any transactions conducted using the Platform on the Sites or the Services. By accessing the Sites or the Platform and, where prompted clicking "I Agree" or "Click to Consent" or by submitting any order for other Services, you agree to conduct each transaction by electronic means and Only1 and you hereby state that electronic signatures shall have the same force and effect as an original signature with respect to these Terms of Use and all written

agreements entered into between you and Only1. You may revoke approval of this electronic signature process at any time with prior written notice to Only1 from your User Account; however this will result in Only1 suspension or termination of the Services and/or your access and use of the Site or the Platform absent your acknowledgment of agreement or consent by other valid legal means.

Your access and use of electronic records on the Platform and consent by electronic signature may require the following hardware and software at your own expense:

- Hardware and software minimum requirements to access and store the electronic records:
- Hardware: Hard drive
- Devices: iOS, Android, Windows
- Operating System:
- Browsers: Internet Explorer 8, 9, 10 or 11; Chrome; Safari (Mac OS)
- Software: Adobe Acrobat or similar software to view PDF files

We can deliver electronic records (and/or paper copies) to you (i) by displaying or delivering by email or making the records available on your User Account, (ii) by requesting that you print or download the electronic record and retain it for your records at the time of execution, or (iii) in response to your written request for a copy of the electronic records sent to us at the contact address set forth under “Contact Information” to the attention of representative at info@only1.io. You may or may not incur additional fees for receiving paper copies of documents – please refer to our fee schedule for current fees related to transactions on the Platform or the Sites.

You can view and change your contact information by accessing and updating this information in your online account or by sending a written request to info@only1.io for such information sent to Only1 at info@only1.io to the attention of Joey Cheng.

You can revoke your consent to the use of electronic signatures by accessing and updating the consent [OPT-OUT] from your User Account or by sending a written request to revoke consent to us at our contact address set forth under “Contact Information” to the attention of Joey Cheng- info@only1.io. Your revocation of such consent will not terminate your User Account. You may or may not incur additional charges by opting out of electronic consent – please refer to our fee schedule for current fees related to transactions on the Platform or the Sites.

23) Officers or Employees Setting Up User Accounts for Company or Business

If you are an officer or employee setting up an User Account(s) for use by your company or business, then you are confirming your acknowledgement and agreement binding on you and your company or business as User to the terms and conditions set forth in these Terms of Use, and Only1 reserves the right to request a hard copy signature, as required by law. You represent to Only1 that you are the officer or authorized representative of the company being named as the User on a User Account, and that you have legal authority to entered into these Terms of Use with Only1 on behalf of such company and to permit the access and use of the Site, the Platform and Services and the permitted uses and rights in and to the personal information and user content pertaining to such company by Only1 and its service providers. You further agree to allow Only1 to make disclosures and share your User

content and information with others authorized by you under your User Account or the Platform (including those persons selected from or submitted to our Platform features). In this instance, the term “You” shall mean both the officer or employee and the company or business identified in your User Account.

24) Confidentiality

You will hold any and all content, information and materials comprising Only1 IP in strict confidence and not disclose those items to others. You will employ all reasonable steps to protect such confidential information from unauthorized or inadvertent use, dissemination or disclosure. You will limit access to your employees and contractors having a need to know and only to the extent necessary to enable you to adequately perform your rights and obligations under these Terms. You further will undertake to ensure the individual compliance of each employee or contractor to whom you give access or use. No copies of the content, information and materials comprising Only1 IP may be made or retained by you. You agree not to remove any identification, copyright or other proprietary notices from such content, information and materials comprising Only1 IP. You will implement appropriate administrative, technical, and physical safeguards and other appropriate measures to protect the security, confidentiality, and integrity of any such confidential information disclosed to you by Only1. In the event you discover any actual or suspected misuse of, disclosure or loss of, or inability to account for any of our confidential information, you shall promptly: (i) notify Only1 upon becoming aware thereof; (ii) furnish to us with full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist us in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of our confidential information; (iii) take such actions as may be necessary or reasonably requested by us to minimize the violation; and (iv) cooperate in all reasonable respects with us to minimize the violation and any resulting damages. You further will not disclose the terms of these Terms of Use (including any order confirmed by us) including but not limited to pricing, duration, and volume or frequency commitments, to a third party, except as required by law or to enforce your contract rights through legal process.

25) Specific Performance

The parties understand and agree that, due to the highly competitive nature of the cryptocurrency and NFT industries, the breach of any covenants and obligations of limited use, ownership and confidentiality set forth these Terms of Use may cause irreparable injury to Only1 for which no adequate remedy at law will be available. Therefore, Only1 will be entitled, in addition to such other remedies as it may have hereunder, to a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of these Terms of Use without first posting bond or proving actual damages.

26) Use Limits

Only1 reserves the right to establish general practices and limits concerning user accounts at any time (and may modify such practices and limits at its sole discretion), including without limitation the maximum number of days that any information or content will be retained and the maximum amount of file space that will be allotted on our servers on your User Account. You acknowledge that Only1 reserves the right to log off user accounts that are inactive for an extended period of time and reserves the right at any time, and from time to time, to modify or discontinue, either temporarily or

permanently, the Site, the Platform, or the Services (or any part thereof) with or without notice. You agree that Only1 shall not be liable to you or to any third party for any such modification, suspension or discontinuance or your User Account.

27) Consumer Review Fairness Act

The Consumer Review Fairness Act gives you certain protection against “gag” clauses prohibiting the disparagement of a service provider’s service offerings. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, no clause in these Terms of Use shall be constructed to (i) prohibit or restrict the ability of, or impose a penalty or fee against, you from engaging in any Covered Communication or (ii) transfer or require you to transfer to Only1 any intellectual property rights in any otherwise lawful Covered Communication other than the non-exclusive license set forth in this Agreement; provided however that: (1) the foregoing shall not affect (A) any duty of confidentiality imposed by law, (B) any civil actions for defamation, libel or slander or any similar causes of action, or (C) Only1’s right to remove or refuse to display publicly on an Internet website or webpage owned, operated or otherwise controlled by Only1 any Covered Communication that contains the personal information or likeness of any person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or is unrelated to the goods and services offered by or available at Only1’s Internet websites or webpages; and (2) the foregoing shall not apply to the extent that the clause in this Agreement prohibits disclosure or submission of (A) trade secrets or commercial or financial information obtained from any person and considered privileged or confidential, (B) personnel and medical files and similar information, the disclosure of which would constitute a clearly and unwarranted invasion of personal privacy, (C) records or information compiled for law enforcement purposes, the disclosure of which would constitute a clearly and unwarranted invasion of personal privacy, (D) content that is unlawful or otherwise meets the requirements of subsection (2)(C) above, or (E) content that contains any computer viruses, worms, or other potentially damaging computer code, processes, programs, applications or files. You grant Only1, its successors and assign, the non-exclusive, perpetual, irrevocable, fully-paid, royalty-free right to copy, use, reproduce, edit, display, or commercially exploit any Covered Communication, in whole or in part, in any media (including Internet) whether now know or hereafter created, without the requirement of an accounting or prior written notice to you by Only1. For purposes of these Terms of Use, “Covered Communication” means any written, oral or pictorial (including pictures, photographs, video, illustrations and symbols) review, performance assessment of, or other similar analysis of, including by electronic means, the goods, services or conduct of Only1 by you.

28) Notice of Claims of Intellectual Property Violations

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any materials submitted to the Service, the Platform and/or the Site infringe your copyright, you (or your agent) may send Only1 a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site or the Platform are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or

the subject of infringing activity, and information reasonably sufficient to allow Only1 to locate the material on the Site or the Platform; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site or the Platform should be sent to info@only1.io. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Please provide all of the information requested above. No specific form is required to provide Only1 with notifications of possible infringement. However, it will take Only1 longer to process your notice if any of this information is not provided, and in some cases, we may not be able to process your notice. Also please note that, due to security concerns, attachments cannot be accepted. Accordingly, any notification of possible infringement submitted electronically with an attachment will not be received or processed.

29) Miscellaneous Terms

Failure by us to enforce any particular term of these Terms of Use shall not be construed as a waiver of any of our rights hereunder. Your use of the Platform, the Site and the Services is personal and you may not assign or transfer any of your rights and obligations under these Terms of Use without our prior written authorization. We may subcontract, assign, transfer or convey our rights and obligations under this Agreement by contract, merger, reorganization or operation of law to a third party without your prior notice or consent.

20) Contact Information

If you have any questions, would like to provide feedback, or would like more information about Only1, please feel free to email us at info@only1.io or write us at. If you would like to lodge a complaint, please contact us at info@only1.io.

Privacy Policy

Please see our <https://only1.io/only1-privacy-policy.pdf> page for more information about our privacy policy.