



MOSEIKI SOCIAL LTD

End User Agreement (EUA)

Last updates 4 Oct 2023

Preamble

This End User Agreement ("EUA" or "Agreement") is a binding legal contract between you, whether as an individual or a legal entity ("User" or "you"), and Moseiki Social Ltd ("Moseiki," "we," "us," or "our"). By establishing a Moseiki ID, engaging in the purchase or listing of IDs on our platform, or utilizing any of our services, you signify your acceptance of and commitment to the terms and conditions outlined in this Agreement.

1. Definitions

- 1.1.** "Platform" refers to the Moseiki service, including its website, mobile application, and any associated software, databases, interfaces, or content.
- 1.2.** "Services" refers to all functionalities, features, and offerings provided by Moseiki through the Platform.
- 1.3.** "Content" means any data, text, graphics, or other materials uploaded, downloaded, or appearing on the Services.

2. Acceptance of Terms

- 2.1.** By accessing or using the Platform, you agree to comply with and be bound by this Agreement. If you do not agree to all the terms and conditions, you must not access or use the Platform.
- 2.2.** Minors or people below 18 years old are not allowed to use this Platform.
- 2.3.** Individuals or entities that are subject to sanctions imposed by the United States government, the United Nations, the European Union, or any other applicable sanctions authority are strictly prohibited from accessing or using the Platform. This includes, but is not limited to, individuals or entities from countries or regions that are subject to comprehensive international sanctions enforced by the US government, such as North Korea and Iran.
- 2.4.** In compliance with the Foreign Account Tax Compliance Act (FATCA), users who are US persons must provide additional information about their taxable status. Failure to comply with FATCA requirements may result in account restrictions or termination.
- 2.5.** Moseiki reserves the right to refuse service, terminate accounts, or restrict access to the Platform to any individual or entity for any reason, including but not limited to violations of sanctions or FATCA regulations.

3. User Obligations

- 3.1. Account Information:** You agree to provide accurate, current, and complete information during registration and to regularly update such information to maintain its accuracy and completeness. Any false, inaccurate, or incomplete information may result in the suspension or termination of your account.
- 3.2. Account Security:** You are responsible for maintaining the confidentiality of your account and password. This includes taking appropriate measures to secure your account, such as using strong passwords and ensuring that your password is not reused across multiple online services.
- 3.3. Unauthorized Access:** You agree not to share your account credentials with others or allow others to access or use your account. You are solely responsible for any activities or actions taken under your account, whether or not you have authorized such activities or actions.

3.4. Compliance with Laws: You shall use the Platform in compliance with all applicable local, state, national, and international laws and regulations, including, but not limited to, any laws regarding the transmission of technical data exported from your country of residence.

3.5. Prohibited Use: You shall not use the Platform for any illegal or unauthorized purpose, including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, or identity theft.

3.6. Interference with Service: You agree not to interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies, or regulations of networks connected to the Platform.

3.7. Account Responsibility: You acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of the Platform by any person to whom you have provided your account credentials or by any person who has obtained such information, whether with or without your knowledge and/or authorization.

3.8. Reporting Misuse: You agree to report any unauthorized use of your account or any breach of security to Moseiki immediately upon becoming aware of it.

3.9. Backup Responsibility: You are responsible for maintaining backup copies of any content or data you upload or provide to the Platform. Moseiki shall not be liable for any loss or corruption of such data, nor shall Moseiki be obligated to return any data to you upon termination of this Agreement.

4. ID Sale

4.1. Moseiki ID and Wallet

4.1.1. Upon expressing interest in obtaining a Moseiki ID, a Moseiki Wallet will be promptly generated on your behalf, starting with an initial balance of zero. This wallet serves as a repository for funds and transactions related to your Moseiki ID.

4.1.2. You have the flexibility to deposit funds into your Moseiki Wallet using traditional payment methods such as credit cards, as well as alternative payment avenues facilitated by Stripe, including but not limited to Apple Pay, Google Pay, and Ali Pay. Additionally, for those inclined towards digital currencies, we support deposits from recognized cryptocurrency wallets like Wallet Connect, Coinbase, and MetaMask.

4.2. Account Creation and Login

4.2.1. The process of purchasing a Moseiki ID necessitates authentication. You will be seamlessly redirected to the Login/Register interface. Here, you have the option to either log in using established credentials like your email or Google Mail or to initiate a new registration.

4.2.2. New registrants will be guided through a process where they'll set up a secure password and select their preferred payment mechanism.

4.3. Waitlist and ID Purchases

4.3.1. Prospective users have the privilege to acquire multiple Moseiki IDs. Additionally, they can enlist on our waitlist, anticipating the official launch of our application. It's worth noting that IDs specifically tailored for influencers or recognized brands necessitate a verification process, either through platform X or Instagram. However, for those who prefer a streamlined acquisition, these specialized IDs can be secured at a premium rate without the verification step.

4.3.2. In scenarios where a user has multiple IDs under their name, they can earmark one as their "Primary" ID. This designated ID will serve as their main identity when interacting with our application.

4.3.3. As we inch closer to the official app launch, specifically 20 days prior, there will be a strategic shift in our platform's presentation. We will phase out all waitlist-centric content and buttons, pivoting towards a narrative that showcases the application's myriad features. Post this transition, all ID sales will be orchestrated directly through the app. Users keen on procuring an ID post-transition can do so effortlessly by downloading and navigating our application.

4.4. Marketplace and Transfers

4.4.1. IDs that users have secured are eligible for listing on our dedicated marketplace, providing a platform for potential sales or transfers. Additionally, IDs can be transferred between accounts within our ecosystem. However, it's crucial to note that, at this juncture, we do not accommodate or process transfers originating from external platforms or sources.

5. Privacy Policy

5.1. Your use of the Platform is also governed by our Privacy Policy, which details how we collect, use, and disclose your personal information.

5.2. By using the Platform, you consent to any transfer of information outside of your country.

6. Restrictions on Use

6.1. General Misuse

You shall not misuse the Platform or Services in any manner that could damage, disable, overburden, or impair them or interfere with any other party's use and enjoyment of the Platform.

6.2. Unauthorized Access

6.2.1. You shall not attempt to gain unauthorized access to any part of the Platform or to any service, account, resource, or network connected to the Platform.

6.2.2. You shall not probe, scan, or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform.

6.3. Illegal Activities

6.3.1. You shall not use the Platform for any illegal or unauthorized purpose, including but not limited to activities that violate any local, state, national, or international law.

6.3.2. You shall not promote or engage in illegal activities, including but not limited to the distribution of viruses, malicious code, or other harmful data.

6.4. Disruption

6.4.1. You shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Moseiki's systems or networks.

6.4.2. You shall not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform.

6.5. Data Mining

You shall not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission.

6.6. Intellectual Property

You shall not infringe upon or violate our intellectual property rights or the intellectual property rights of others, including copyrights, patents, trademarks, or trade secrets.

6.7. Impersonation

You shall not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

6.8. Content Manipulation

You shall not manipulate or otherwise display the Platform by using framing or similar navigational technology.

6.9. Reverse Engineering

You shall not reverse engineer, decompile, or disassemble any software embedded or used within the Platform.

6.10. Feedback

While we appreciate user feedback, you shall not provide unsolicited ideas, including but not limited to inventions, enhancements, or marketing plans unless specifically requested by us.

6.11. Advertisements

You shall not engage in the promotion or advertisement of any goods or services without the express consent of Moseiki.

7. Termination

7.1. Rights of Termination

7.1.1. Moseiki reserves the right, in its sole discretion, to terminate or suspend your account and access to the Services, without prior notice, for conduct that Moseiki believes violates this Agreement or is harmful to other users of the Services, Moseiki, or third parties, or for any other reason.

7.1.2. Moseiki further reserves the right to terminate or suspend your account and access to the Services if you fail to pay any fees or charges due under this Agreement or for any technical or operational reason.

7.2. Effects of Termination

7.2.1. Upon termination of your account, your right to use the Services will automatically cease immediately. You shall destroy all copies of the information that was on the Platform, including downloaded materials, whether made under this Agreement or otherwise.

7.2.2. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

7.3. Account Deletion

7.3.1. Should you elect to terminate your account, you can do so by contacting Moseiki's support. Upon request, your account will be deleted, though some information may remain in archived/backup copies for our records or as otherwise required by law.

7.3.2. Moseiki shall not be liable for any losses or damages arising from the termination or suspension of your account.

7.4. Refunds

Unless otherwise specified in this Agreement, all fees and charges are nonrefundable, and there are no refunds or credits for partially used periods.

8. Disclaimers and Limitation of Liability

8.1. No Warranties

8.1.1. The Platform, Services, and all content, materials, information, software, and products included therein, are provided on an "as is" and "as available" basis without warranties of any kind.

8.1.2. Moseiki expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

8.1.3. Moseiki does not warrant that the Platform will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, or be error-free.

8.2. Service Interruptions

8.2.1. While Moseiki endeavors to ensure the Platform operates efficiently, it does not warrant that the Platform will be uninterrupted, timely, secure, or error-free, or that defects will be corrected.

8.2.2. Moseiki is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

8.3. Limitation of Liability

8.3.1. In no event shall Moseiki, its officers, directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or related to this Agreement, the use or inability to use the Platform, or any unauthorized access to or use of our servers.

8.3.2. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Moseiki and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

8.3. Limitation of Liability

Moseiki's total liability to you for all claims arising out of or related to this Agreement or your use or inability to use the Platform shall not exceed the amount paid by you to Moseiki during the twelve (12) months prior to the event giving rise to the liability.

9. Indemnification

9.1. General Indemnity

You agree to indemnify, defend, and hold harmless Moseiki, its parent companies, subsidiaries, affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from:

- i. Your use of and access to the Platform and Services;
- ii. Your violation of any term of this Agreement;
- iii. Your violation of any third-party rights, including without limitation any copyright, property, or privacy rights;
- iv. Any claim that your content caused damage to a third party; and
- v. Any other type of misuse or misconduct by you related to Moseiki's services.

9.2. Cooperation

In the event of any claim, action, or proceeding brought against Moseiki arising out of your use of the Platform or Services, you agree to cooperate fully in the defense of any such claim, action, or proceeding.

9.3. Notice

Moseiki will provide you with written notice of any such claim, action, or demand for which indemnity is required in the reasonable opinion of Moseiki.

9.4. Defense Control

Moseiki reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Moseiki in asserting any available defenses.

9.5. Settlement Approval

You shall not settle any claim, action, or proceeding without the written consent of Moseiki, which shall not be unreasonably withheld.

9.6. Survival

This indemnification obligation will survive the termination of this Agreement and your use of the Platform. This means that even after you stop using the Platform or even if this Agreement is terminated, you will still be responsible for any liabilities arising out of your use or misuse of the Platform and Services.

10. Miscellaneous

10.1. Governing Law and Jurisdiction

10.1.1. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

10.1.2. Any disputes arising out of or related to this Agreement shall be resolved in the courts of the United Kingdom. You agree to submit to the personal jurisdiction of the courts located within the United Kingdom for the purpose of litigating all such disputes.

10.2. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

10.3. Notices

All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally or by an overnight courier service, or three days after being mailed by certified or registered mail, postage prepaid, return receipt requested, to the addresses of the parties set forth at the beginning of this Agreement or to such other address as either party may specify by notice to the other party.

10.4. Records

You acknowledge and agree that Moseiki's records and any records of the activities, transactions, or communications made or performed, processed, or effected by you through the Platform will be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any activity and communications effected by you through the Platform.

10.5. Entire Agreement

This Agreement constitutes the entire agreement between you and Moseiki and supersedes any prior understandings, written or oral, relating to the subject matter of this Agreement.

10.6. No Waiver

The failure of Moseiki to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

10.7. Severability of Provisions

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

10.8. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party unless expressly stated otherwise.

10.1. New Services and Updates

Any new features, tools, or services that are added to the current Platform shall also be subject to this Agreement. Moseiki reserves the right to modify or introduce new services at its discretion.

10.9. Dispute Resolution

10.9.1. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute amicably through mutual discussions.

10.9.2. If the dispute cannot be resolved amicably within thirty (30) days of the dispute being raised, it shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom.

11. Amendments

11.1. Changes to Agreement

11.1.1. Moseiki reserves the right, at its sole discretion, to modify, discontinue, or terminate any part of this Agreement or the Services at any time, without prior notice.

11.1.2. Whenever such changes are made, Moseiki will make a new copy of the Agreement available on the Platform and any new supplemental terms will be made available to you from within, or through, the affected Service on the Platform.

11.1.3. If Moseiki makes any material changes, and you have registered with us to create an account, we will also send an email to you at the last email address you provided to us pursuant to this Agreement.

11.2. Acceptance of Changes

11.2.1. It is your responsibility to regularly check the Platform to determine if there have been changes to this Agreement and to review such changes.

11.2.2. Your continued use of the Platform or Services following the posting of any changes or modifications will mean you accept those changes or modifications. If you do not agree to the amended terms, you must stop using the Platform and Services.

11.3. Effective Date of Changes

11.3.1. Unless stated otherwise, all amended terms shall automatically be effective 30 days after they are initially posted on the Platform.

11.3.2. Your use of the Platform following the effective date of any modifications to this Agreement will constitute your acceptance of the Agreement, as modified.

12. Intellectual Property

12.1. Ownership

12.1.1. The Platform, Services, and all content, features, and functionality therein, including but not limited to all information, software, text, displays, graphics, video, and audio, and the design, selection, and arrangement thereof, are owned by Moseiki, its licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

12.1.2. All trademarks, service marks, trade names, logos, and trade dress displayed on the Platform are proprietary to Moseiki or its licensors or licensees.

12.2. Restrictions

12.2.1. You agree not to reproduce, duplicate, copy, sell, resell, distribute, download, modify, display, publicly perform, prepare derivative works based on, or exploit any portion of the Services, the content of the Platform, or any related software, except as expressly authorized by Moseiki in writing.

12.2.2. You shall not use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text without the express written consent of Moseiki.

12.3. Unauthorized Use

12.3.1. Any use of the Platform not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

12.3.2. If you wish to make any use of material on the Platform other than that set out in this section, please address your request to the provided contact information.

12.4. Feedback

12.4.1. You may choose to, or Moseiki may invite you to, submit comments, suggestions, or ideas about the Services, including how to improve the Services. By submitting any feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction, and will not place Moseiki under any fiduciary or other obligation, and that Moseiki is free to use such feedback without any additional compensation to you, and/or to disclose such feedback on a non-confidential basis or otherwise to anyone.

13. Use of Services

13.1. Access and Use

13.1.1. Subject to your compliance with this Agreement, Moseiki grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform and Services for your personal or internal business purposes.

13.1.2. You shall not use the Services for any illegal or unauthorized purpose, nor shall you, in the use of the Services, violate any laws in your jurisdiction.

13.2. Restrictions

13.2.1. You may not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Platform or Services; (ii) use the Platform or Services for any purpose that is illegal or prohibited by this Agreement; (iii) exploit any part of the Platform or Services for commercial purposes without our express consent.

13.3. Account Registration

13.3.1. To use certain features of the Platform and Services, you may be required to register for an account. You must provide accurate and complete information and keep your account information updated. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure.

13.4. User Content

13.4.1. The Platform may allow you to upload, submit, store, send, or receive content and data ("User Content"). You retain ownership of any intellectual property rights that you hold in that User Content. By uploading or submitting User Content to Moseiki, you grant Moseiki a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, distribute, display, and perform your User Content in connection with the Platform and Services.

13.5. Acceptable Use

13.5.1. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium; (ii) using any automated system, including "robots," "spiders," and "offline readers"; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with the servers running the Platform or compromise their system integrity or security.

13.6. Termination of Use

13.6.1. We may, in our sole discretion, at any time and for any reason, suspend or terminate any license hereunder and the use of the Services with or without prior notice.

14. Contact and Support

14.1. General Inquiries

14.1.1. For any questions, concerns, or more information about this Agreement or the Services, please contact us at [support email].

14.2. Technical Support

14.2.1. If you experience any technical issues or problems related to the Platform or Services, please provide a detailed description of the issue you are facing, and our team will endeavor to assist you promptly.

14.3. Feedback and Suggestions

14.3.1. We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Platform and Services. You can submit feedback by emailing us at [support email].

14.4. Report Violations

14.4.1. If you believe that a user of our Platform or Services has violated this Agreement or infringed upon your rights, please contact us immediately with a detailed description of the alleged violation or infringement.