

## INSTAPASS DIGITAL IDENTITY -USER TERMS

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These terms and conditions apply to all use of the INSTAPASS SERVICE and form the basis of a contract between Metaverse (Radix) Limited, a company incorporated in Jersey with registered number 136526 (whose registered office is First Floor La Chasse Chambers, 10 La Chasse, St Helier, JE2 4UE, Jersey), ("METAVERSE", "we", "us" or "our") and you as the end user of the INSTAPASS SERVICE ("you" or "your"). METAVERSE and you shall collectively be referred to as the PARTIES or, individually, a PARTY.

By downloading any INSTAPASS software, accessing the INSTAPASS website, downloading or using any INSTAPASS app or using the INSTAPASS SERVICE in any manner, you agree to be bound by these terms. These terms form a binding contract between you and us until such time as your INSTAPASS USER ACCOUNT is closed, by you or us.

If you are a business user entering into this agreement on behalf of an incorporated entity, these terms will bind you, your affiliates and the employees, agents, members, contractors and consultants acting on your and/or on your affiliates' behalf. You represent that the person accepting/signing these terms is authorised to enter into this agreement on your and on your affiliates' behalf and that the entity on whose behalf the signatory is acting is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation.

The INSTAPASS SERVICE facilitates the verification of your identity for customer due diligence, anti-money laundering and anti-terrorist financing purposes. If you satisfactorily pass this identity check and ongoing monitoring you are free to conduct transactions using the INSTABRIDGE SERVICE (subject to agreeing to and acting in accordance with the terms of the INSTABRIDGE SERVICE).

In accordance with these terms and conditions we will gather information, both from you and from independent sources, that is required to perform identity checks on you. We will provide you with a DIGITAL IDENTITY which you may use to identify yourself with third parties that choose to rely upon your DIGITAL IDENTITY. It will be a matter for any third party as to whether they wish to rely on the DIGITAL IDENTITY we create for you.

We will use reasonable commercial endeavours to validate and authenticate identification information that you provide or which you authorise us to collect and evaluate.

It is, however, your responsibility to check that the information, data and documents comprising or used to create your DIGITAL IDENTITY are accurate, complete, up to date and true.

### 1. DEFINITIONS

In this Terms and Conditions, the following words shall have the meanings set out below:

AFFILIATE	any person or business directly or indirectly in control of, or controlled by, or under common control of any of the PARTIES or which has the ability to direct or cause the direction of the management and policies of a PARTY, whether by contract or otherwise.
DIGITAL IDENTITY	the digital representation of your identity stored in your INSTAPASS USER ACCOUNT, including all supporting documents, information and data which is used to verify and authenticate that representation.
INSTABRIDGE SERVICE	an automated system known as INSTABRIDGE, as provided from time to time by METAVERSE, for the execution of exchanges of any TOKENS for TOKENS or fiat currency by which all legal rights, title and interest in the respective TOKENS are assigned/transferred and/or sold/purchased/exchanged.
INSTAPASS SERVICE	the service provided by METAVERSE known as INSTAPASS for the creation, storage and transmission of a DIGITAL IDENTITY with specific references to a USER's identification information.
INSTAPASS USER ACCOUNT	the INSTAPASS SERVICE account maintained by you as a USER.

INSTAPASS WEBSITE	the online website available at URL: <a href="https://www.instapass.io">www.instapass.io</a>
INTELLECTUAL PROPERTY	patents, utility models, rights to inventions, supplementary protection certificates, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
TOKENS	TOKEN(S) being cryptographically secured digital representation of value or contractual rights that can be transferred, stored or traded electronically, and that uses technology supporting the recording or storage of data (which may include distributed ledger technology).
USER	an individual or incorporated entity who or which has created an INSTAPASS USER ACCOUNT.

## 1. YOUR WARRANTIES

- 1.1 As a precondition to your creation, accessing and subsequent use of your INSTAPASS USER ACCOUNT you warrant on a continuing basis that you:
- (a) are an individual acting on your own behalf, in your own personal capacity and not as an agent, nominee or otherwise on behalf of another person, company or other organisation OR if you are an incorporated entity that the individual agreeing to these terms is authorised by that entity to enter into these terms on its behalf and has the authority to bind that entity;
  - (b) will not use the INSTAPASS SERVICE to facilitate, assist or procure any transactions with third parties for or on behalf of others or to cause, assist or procure transactions with others save in respect of assets that you legally and beneficially own;
  - (c) are at least 18 years of age (or any older age legally required under local law in your country to bind yourself or any corporate entity on whose behalf you are acting legally to these terms);
  - (d) if you are an incorporated entity, you are of good standing in the jurisdiction in which you are incorporated;
  - (e) if you are acting as an individual, that you have and will maintain a valid mobile phone number that only you have access to and a valid email address that you and only you control access to and which you check regularly;
  - (f) if you are an incorporated entity, that you have and will maintain a valid mobile phone number that only employees or directors of the corporate entity have access to and a valid email address that only employees and directors of the corporate entity control access to and which an employee or director checks regularly;
  - (g) will only use the INSTAPASS SERVICE to facilitate lawful transactions or arrangements with third parties for your sole benefit;
  - (h) will ensure that all information and data which you provide to METAVERSE via the INSTAPASS SERVICE, and/or which is stored by you on the INSTAPASS

SERVICE is accurate, true and up to date at all times and is not falsified, edited or amended in any way;

- (i) will keep your private keys, authentication tokens, systems and passwords secure and that you will notify METAVERSE of any circumstances in which your private key and or authentication tokens, passwords or security information (including control of your mobile phone or email) is, or might have been, compromised;
- (j) do not already have an INSTAPASS USER ACCOUNT and/or have had an INSTAPASS USER ACCOUNT closed by us or have access to any other INSTAPASS USER ACCOUNT;
- (k) will not use the INSTAPASS SERVICE to directly or indirectly assist or facilitate the processing of proceeds of crime, the financing of terrorism or to facilitate any unlawful transaction;
- (l) will, when using the INSTAPASS SERVICE, comply with all laws, regulatory requirements, and rules applicable to you and your use of the INSTAPASS SERVICE;
- (m) have not at any time been convicted of any crime involving dishonesty, nor been involved in any type of activity associated with money laundering, terrorist financing, or any other applicable anti-corruption or anti-bribery statute, nor were you ever subject to any investigation by, or have received a request for information from, any governmental body relating to corruption or bribery, under any statute; and
- (n) have obtained independent legal advice in relation to these terms and conditions and the laws of any territory of which you are a national, which you are resident, where you are located when using the INSTAPASS SERVICE or, if you are an incorporated entity, where you are incorporated or operate any of your business activities.
- (o) Where persons other than the authorised person has access to the mobile phone/email associated with your INSTABRIDGE USER ACCOUNT, you are responsible for ensuring Instabridge access is limited to only the person authorised to conduct the account whom has been notified to us.

## 2. INSTAPASS USER ACCOUNT

- 2.1 METAVERSE will process your personal data in accordance with METAVERSE's Privacy Policy as amended from time to time. A copy of METAVERSE's Privacy Policy can be found at <https://instapass.io/terms/privacy>, the terms of which are incorporated herein by reference.
- 2.2 These terms and conditions may be amended by METAVERSE from time to time. The amended terms and conditions will be posted on the INSTAPASS WEBSITE and will be effective from and including 21 days from the date of posting and may be found at <https://instapass.io/terms/instapass>.
- 2.3 Each time you access or use the INSTAPASS SERVICE you will be deemed to accept the then current terms and conditions which will apply to all use of the INSTAPASS SERVICE.
- 2.4 If you do not agree to comply with the terms and conditions in force at the time of your use of the INSTAPASS SERVICE you must immediately cease all use of the INSTAPASS SERVICE.
- 2.5 You may access the INSTAPASS SERVICE via the INSTAPASS WEBSITE, INSTAPASS app or INSTAPASS software provided that you:
  - (a) acknowledge that we own or are licensees of all rights and title in and to the INSTAPASS SERVICE and all software, systems, processes and all database rights, sui generis database rights, copyright and other INTELLECTUAL PROPERTY embodied in and relating to the INSTAPASS SERVICE;

- (b) only use the INSTAPASS WEBSITE, app and/or software to receive/utilise the INSTAPASS SERVICE and only for the purposes approved by INSTAPASS from time to time;
  - (c) do not republish, redistribute, re-transmit, assign, sub-license or grant any rights of use (or other rights) or access to the INSTAPASS SERVICE to any other person;
  - (d) do not, save as permitted by law, copy or reproduce any part of the INSTAPASS SERVICE, software, media, graphics trademarks or any content which is presented by the INSTAPASS SERVICE whether publicly available or not;
  - (e) do not, save as you are entitled to do so for lawful purposes, decompile or reverse engineer the INSTAPASS SERVICE, and do not attempt to decompile or reverse engineer the source code or alter, modify, translate, adapt or create derivative works of the INSTAPASS SERVICE or any content in any way (in whole or in part);
  - (f) do not remove or tamper with any INSTAPASS copyright, trademark or other attribution notice; and
  - (g) do not attempt to circumvent security features or interfere with the proper working of the INSTAPASS SERVICE, your INSTAPASS USER ACCOUNT, or the INSTAPASS WEBSITE, software and/or app.
- 2.6 On any suspension or termination of the INSTAPASS SERVICE and/or your INSTAPASS USER ACCOUNT, all rights granted to you shall be suspended or cease immediately, and the provisions of Clause 8 shall apply.
- 2.7 You may use your INSTAPASS USER ACCOUNT and/or the INSTAPASS SERVICE only for authorised and lawful purposes (complying with all applicable laws and regulations).
- 2.8 You must not use your INSTAPASS USER ACCOUNT and/or the INSTAPASS SERVICE in connection with or to procure or assist others to execute, facilitate or procure any fraudulent or unlawful activity, to impersonate another person or do anything which is harmful to us or any other person.
- 2.9 The INSTAPASS SERVICE and messages we send to you may include links to external sites and third parties. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available.
- 2.10 Links to external sites does not imply any endorsement of their operators, operations or promoters.

### 3. USE OF YOUR INSTAPASS USER ACCOUNT

- 3.1 You may use your INSTAPASS USER ACCOUNT to:
- (a) generate and store securely a unique DIGITAL IDENTITY;
  - (b) authorise third parties to view your DIGITAL IDENTITY;
  - (c) link your INSTAPASS USER ACCOUNT to addresses such as Radix or Ethereum addresses; and
  - (d) authorise third party applications to identify and authenticate addresses which are owned and controlled by you, and with which digital transactions may be performed by third parties.

### 4. ESTABLISHING YOUR DIGITAL IDENTITY

- 4.1 To validate your DIGITAL IDENTITY, METAVERSE collects identification information and data from you and from independent sources and verifies this information using multiple third-party sources. If you are a business user the identification documents and information we require will also relate to the beneficial owner(s) and controller(s) of the corporate entity. We then collate and review this data to create a digital representation of your identity (known as a **DIGITAL IDENTITY**).

- 4.2 You agree that we may collect, amalgamate and process your identification data and instruct third parties (or subcontract third parties) to collect, verify, amalgamate and process your identification data from multiple sources. The categories of personal data that may be collected, stored and processed are set out in the METAVERSE Privacy Policy. Such collection, amalgamation and processing shall be for the purpose of undertaking the customer due diligence checks that METAVERSE is required to undertake in order to make the INSTABRIDGE SERVICE available to you, for the purpose of investigating, verifying and establishing your DIGITAL IDENTITY, and for the purposes set out in these terms and in METAVERSE's Privacy Policy. Third parties shall include those third parties identified in our Privacy Policy.
- 4.3 By requesting an INSTAPASS USER ACCOUNT and maintaining such account you consent on a continuing basis to us engaging and/or sub-contracting third parties to process, verify and validate your identification information. This may include accessing confidential data sources, information providers, government and regulators' resources, data services including public records and records which are available on subscription.
- 4.4 By requesting an INSTAPASS USER ACCOUNT and maintaining such account you consent to us storing and processing the data that we obtain from you and via third parties for the purpose of monitoring your identification status and in accordance with the METAVERSE Privacy Policy. You understand that we are required to monitor your identification on an ongoing basis and that in this connection, or if we identify any changes or conflicts in your identification information, we may ask you to provide further details and/or documentation after your INSTAPASS USER ACCOUNT has been established. You shall co-operate with any such requests in a timely manner and acknowledge that we may have to suspend your INSTAPASS USER ACCOUNT in the absence of receiving the information requested.
- 4.5 Consequential upon the authority you provide pursuant to this Clause 5, METAVERSE will use reasonable commercial efforts to conduct such inquiries and to do such things which are consistent with recognised international standards to independently verify your identity from the information you provide and from such independent sources as are available to us or our sub-contractors.
- 4.6 You agree to:
- (a) co-operate with the collection, investigation, verification and ongoing monitoring of your DIGITAL IDENTITY in accordance with this Clause 5;
  - (b) to cooperate with and provide all information and assistance requested by us or by any third-party contractor who METAVERSE engages to assist in our customer due diligence processes; and
  - (c) to answer all questions accurately, fully and truthfully.
- 4.7 For the purpose of undertaking customer due diligence checks against your identity, including to verify the identification information and/or documents you provide to us, and in order to provide you with a DIGITAL IDENTITY, you hereby authorise us to:
- (a) use, process and store your personal data and information; and;
  - (b) share all personal data and information which you provide to us or which we collect pursuant to this agreement with sub-contractors or other third parties engaged, commissioned or instructed by METAVERSE.
- 4.8 You agree to comply with any reasonable request by our sub-contractors for approval to process your personal data and information and to comply with terms and conditions, and privacy policies of such third parties and sub-contractors or contractors as may be required from time to time to fulfil the purpose of verifying, establishing and monitoring your DIGITAL IDENTITY.
- 4.9 Without prejudice to Clause 8 (Termination), METAVERSE may terminate our relationship with you and decline to create or maintain your DIGITAL IDENTITY if you are unwilling or unable to provide any consent or to agree to comply with the terms of the third parties we appoint to investigate and validate your identity.
- 4.10 You agree to METAVERSE storing and processing your DIGITAL IDENTITY in accordance with the METAVERSE Privacy Policy at <https://instapass.io/terms/privacy>.
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4.11 You may use the INSTAPASS SERVICE to share your DIGITAL IDENTITY with third parties that you authorise to receive and process such parts of your personal data and information as may be stored on the INSTAPASS WEBSITE, and/or your INSTAPASS USER ACCOUNT and/or which underpin your DIGITAL IDENTITY.

4.12 You understand and agree that METAVERSE does not:

- (a) hold or act as custodian for any, money, tokens or assets of any kind on your behalf;
- (b) act as agent for you or for any third party; or
- (c) make any representation to you or to any third party, nor provide any warranty or assurance concerning the accuracy or acceptability of your DIGITAL IDENTITY for any regulatory or compliance purpose or of any document or record which forms part of, or supports, your DIGITAL IDENTITY.

## 5. USE OF YOUR DIGITAL IDENTITY

5.1 By setting up an INSTAPASS USER ACCOUNT and uploading or authorising the collation of your identification information, you authorise us to share your identification information, including personal data, with:

- (a) our AFFILIATES for the purpose set out in our Privacy Policy; and
- (b) third parties who you authorise to receive your DIGITAL IDENTITY by:
  - (i) selecting such sharing options from any menu of options within the INSTAPASS WEBSITE, app and/or software, or via your INSTAPASS USER ACCOUNT;
  - (ii) complying with requests for access to your personal information from third parties, via your INSTAPASS USER ACCOUNT; or
  - (iii) providing such authorisation directly to third parties, where such third parties have the ability to directly access the INSTAPASS system.

5.2 You acknowledge that if we or our subcontractors know or suspect that you are engaged in money laundering or the financing of terrorism then we and our subcontractors have an obligation to report that knowledge or suspicion to the appropriate legal authorities or regulators, including disclosing your personal data and/or confidential information.

5.3 METAVERSE does not warrant or provide any assurance to you or any third party that the information which comprises your DIGITAL IDENTITY is accurate or complete. It is for you and any third party to whom you provide access to your DIGITAL IDENTITY to conduct their own assessment of your DIGITAL IDENTITY and determine whether the method of collection, and the information collected and stored on the INSTAPASS SERVICE, is adequate for any purpose required by you or them.

5.4 METAVERSE does not warrant or make any representation that the process of collection, validation, or storage of the data, information or documents which support your DIGITAL IDENTITY is adequate:

- (a) for the purposes required by any third party; or
- (b) to satisfy the legal, regulatory, contractual or compliance obligations of any third party that you authorise to access your DIGITAL IDENTITY.

5.5 You remain responsible at all times for:

- (a) the accuracy and completeness of your DIGITAL IDENTITY;
- (b) the authenticity and accuracy (including ongoing accuracy) of all records data and information which comprise or underpin your DIGITAL IDENTITY; and



- (c) requesting, when appropriate, the re-validation/ reverification or updating of the documents, data records or information which comprises your DIGITAL IDENTITY.

## 6. SECURITY OF YOUR INSTAPASS USER ACCOUNT

- 6.1 You are the only authorised USER of your INSTAPASS USER ACCOUNT. Save as permitted by these terms and conditions, you must not permit, either directly or indirectly, any third party to access or use your INSTAPASS USER ACCOUNT, nor to access or control any passwords or credentials that are required to access your INSTAPASS USER ACCOUNT.
- 6.2 Access will be provided to your INSTAPASS USER ACCOUNT when the USER credentials (e.g., password, biometrics, or code) that you have previously created are entered.
- 6.3 We are entitled to rely upon the entry of your USER credentials for the purpose of recognising and accepting that it is you that has requested access to your INSTAPASS USER ACCOUNT.
- 6.4 You are responsible for all use made of your INSTAPASS USER ACCOUNT and use of your USER credentials. It is your responsibility to keep your USER credentials confidential and secure and not disclose these to any other person.
- 6.5 If you have any concern that the security of your INSTAPASS USER ACCOUNT or USER credentials may have been compromised, you must notify us immediately by emailing [support@instapass.io](mailto:support@instapass.io), stating the reason for your concerns.
- 6.6 You must use all available security features including multifactor identification.
- 6.7 You are responsible for keeping your devices' passwords, security measures and personal credentials up to date.
- 6.8 METAVERSE is not liable for any misuse of your INSTAPASS USER ACCOUNT unless this is attributable to gross misconduct on the part of INSTAPASS or its employees.
- 6.9 If we suspect that your INSTAPASS USER ACCOUNT or that the INSTAPASS SERVICE has or may be compromised or we suspect any unauthorised transaction or use, we may:
  - (a) communicate with you via your registered email address or via other secure means agreed between you and us; and/or
  - (b) suspend or block your INSTAPASS USER ACCOUNT until we have established communication with you and verified your identity and/or that any threat or suspected threat has been overcome.

## 7. TERMINATION AND/OR SUSPENSION

- 7.1 We reserve the right to:
    - (a) alter or replace your USER credentials, or require you to do so, at any time;
    - (b) suspend access to your INSTAPASS USER ACCOUNT at any time;
    - (c) terminate your INSTAPASS USER ACCOUNT at our discretion, any time, without notice; and/or
    - (d) suspend the operation of the INSTAPASS SERVICE at any time, without notice.
  - 7.2 We shall not have any obligation to inform you of the reason for our termination of your INSTAPASS USER ACCOUNT.
  - 7.3 Upon termination we shall be entitled to delete and permanently erase your INSTAPASS USER ACCOUNT and all data and information which is stored therein, without liability.
  - 7.4 We may retain such parts of your personal information and data as we may require for the purpose of complying with our legal and regulatory obligations for such period as we may consider necessary to do so or are required to do so in compliance with our legal and/or regulatory obligations.
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## 8. MISCELLANEOUS TERMS

- 8.1 You may not transfer or assign any or all of your rights or obligations under these terms.
- 8.2 If we fail to enforce any of our rights under these terms or otherwise, that will not result in a waiver of that right.
- 8.3 If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.
- 8.4 These terms, together with any document expressly referred to in it, represents the entire agreement between you and us in relation to its subject matter. You confirm that you have not relied and will not rely upon any representation, misrepresentation, statement or misstatement that is not included in these terms.
- 8.5 The contract formed by acceptance of these terms is concluded in the English language only and no public filing requirements apply.**
- 8.6 No third party has the right to enforce any of these terms under the Contracts (Rights of Third Parties) Act 1999.

## 9. ASSIGNMENT

We may sell, assign, transfer or sub-contract all rights and obligations to perform the INSTAPASS SERVICE provided by these terms and upon giving you notice of our intention to do so and in the event of assignment of our interests such assignee shall thereafter be responsible for the performance of all obligations, and we shall be released from all further obligations and duties under these terms in favour of the transferee/assignee.

## 10. EXCLUSION OF LIABILITY

- 10.1 TO THE FULLEST EXTENT PERMITTED BY LAW WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER IMPLIED OR EXPRESS AND WHETHER ARISING BY LAW, CONTRACT OR FROM A COURSE OF DEALINGS BETWEEN US.
- 10.2 WE DO NOT GUARANTEE THE CONTINUOUS OR UNINTERRUPTED OPERABILITY OF THE INSTAPASS SERVICE.
- 10.3 THERE MAY BE PERIODS OF DOWNTIME FOR MAINTENANCE AND UPGRADE WORK (WHETHER ON A SCHEDULED OR UNSCHEDULED BASIS). WE ARE NOT RESPONSIBLE FOR THE SECURITY OF INFORMATION THAT YOU CHOOSE TO COMMUNICATE WITH US WHILE IT IS BEING TRANSMITTED OR FOR ANY DATA LOST DURING TRANSMISSION.
- 10.4 IN NO EVENT SHALL WE, OUR AGENTS, OFFICERS, EMPLOYEES OR SUB- CONTRACTORS BE LIABLE TO YOU FOR ANY LOSS OR CORRUPTION OF DATA; SOFTWARE OR HARDWARE; LOSS OF ANTICIPATED SAVINGS; LOSS OF PROFIT OR ECONOMIC LOSSES; INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES. ANY LIABILITY WE DO HAVE FOR LOSSES YOU SUFFER IS STRICTLY LIMITED TO LOSSES THAT WERE REASONABLY FORESEEABLE AND, IN ANY CASE, SHALL NOT EXCEED THE SUM OF £150.
- 10.5 YOU AGREE THAT WE DO NOT ASSUME, HAVE OR OWE ANY OBLIGATIONS OR DUTIES, FIDUCIARY OR OTHERWISE, TO YOU EXCEPT AS ARE EXPRESSLY SET OUT IN THESE TERMS.
- 10.6 WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF ANY OF OUR OBLIGATIONS THAT IS CAUSED BY ANY ACT OR OMISSION OF A THIRD PARTY OR EVENTS OUTSIDE OUR REASONABLE CONTROL.

## 11. COMPLAINTS PROCEDURE

You may refer any complaint or concern to us by emailing us at [complaints@instapass.io](mailto:complaints@instapass.io) and we will endeavour to resolve the dispute in accordance with our complaints procedure, a copy of which is available here [www.instapass.io/notices/complaints](https://www.instapass.io/notices/complaints) (Our "Complaints Procedure").

## 12. CONSUMER COMPLAINTS

- 12.1 You can bring claims against us through arbitration in Jersey in accordance with Clause 14.





- 12.2 If you are a consumer and we identify any dispute with you, we will first seek to resolve that dispute in accordance with our Complaints Procedure unless we consider it reasonable to seek a court remedy known as an injunction in which case we will go directly to court.
- 12.3 If resolution is not possible or timely using our Complaints Procedure, we shall refer any dispute worth GBP 50,000 or less to an alternative dispute resolution entity (see Clause 14) but reserve the right to commence a reference to arbitration if we are not satisfied with the outcome.
- 12.4 Any dispute over the value of GBP 50,000 shall be referred to arbitration in accordance with Clause 15.

### **13. ALTERNATIVE DISPUTE RESOLUTION**

- 13.1 Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court or arbitration.
- 13.2 You can submit a dispute to the alternative dispute resolution entity ("ADR entity") identified in our Complaints Procedure who will not charge you for making a complaint and the dispute resolution process will be administered in accordance with any procedural rules set down by that ADR entity.
- 13.3 If either PARTY is dissatisfied with the outcome, that PARTY may make a reference to arbitration in accordance with Clause 14.

### **14. RESOLUTION OF DISPUTES AND JURISDICTION**

- 14.1 Subject to Clause 13, any dispute arising out of or in connection with these terms and conditions or with the subject matter thereof, including any question regarding their existence, validity, or termination, shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference into this Clause.
  - (a) The number of arbitrators shall be three.
  - (b) The seat, or legal place, of arbitration shall be London.
  - (c) The language to be used in the arbitral proceedings shall be English.
  - (d) The governing law shall be the law of England and Wales. All operation of conflict of laws is excluded.
- 14.2 You hereby forever waive any and all rights to assert personal or subject matter jurisdiction in any territory or before any tribunal, government authority, court or arbitrator, other than in accordance with Clause 13 and this Clause 15 in relation to any matter dispute or difference which relates to or arises out of these terms of conditions or their subject matter.
- 14.3 You forever waive all rights to exercise or invoke, apply for or seek any *in rem* or *in personam* relief or remedy before any tribunal, government authority, court or arbitrator or otherwise than in accordance with Clause 13 or this Clause 15.
- 14.4 You irrevocably agree that we may enforce the terms of any award or judgement secured in accordance with these terms and conditions in our favour in any territory where you hold, possess or control assets (whether permanent or temporary) and/or where you reside or are domiciled.
- 14.5 Nothing in this Clause 15 shall limit or exclude any rights of METAVERSE to enforce any rights in any territory in relation to INTELLECTUAL PROPERTY owned by or licensed to METAVERSE in accordance with the laws applicable to such rights which subsist in any territory where such INTELLECTUAL PROPERTY rights are owned or used (whether such use is authorised or not).