

GENERAL TERMS OF USE

These General Terms of Use (the "**Terms**") are a legal agreement between you and Arkadiah Technology Pte. Ltd. ("**Arkadiah**", "**we**", "**us**" or "**our**") apply to your access to, and use of, the Arkadiah Infrastructure (as defined below), and its Affiliates (as defined below), including but not limited to, the website [www.arkadiahrestores.earth; natureos.arkadiahrestores.earth; www.arkadiah.earth] (the "**Website**"). To the extent there is a conflict between any terms of any other agreement you may have with Arkadiah for products, services or otherwise and these Terms, the terms of these Terms shall prevail. You must be 18 (eighteen) years or older, or over the age of majority in the state or country where you are a resident or citizen of, to access and/or use the Infrastructure. If you are under 18 (eighteen) years of age or the applicable age of majority, you are not permitted to access and/or use the Infrastructure. If you are accepting the Terms on behalf of a company or another legal entity (the "**Entity**"), you represent that you have the legal authority to accept the Terms on such Entity's behalf, in which case "you" will mean that Entity. If you do not have such authority, or if you do not accept these Terms, then we are unwilling to make the Infrastructure available to you.

By accessing and/or using the Infrastructure, you hereby acknowledge and agree that you have read, understood, and accepted all the terms and conditions stipulated in these Terms, and any amendments thereto that we may notify you in writing from time to time, and you hereby acknowledge and agree to be legally bound by these Terms. If you do not agree to these Terms or any amendments thereto, you must immediately discontinue your use of the Infrastructure. By agreeing to these Terms and amendments thereto, you hereby warrant and represent to us that you are not (i) located in; or (ii) under the control of a legal entity, which is established under the laws of, or resident of, or of an individual, which is a national of, or resident of; or (iii) legal entity, which is established under the laws of, or resident of; or (iv) individual, which is a national of, or resident of, the United States of America.

In addition, when accessing and/or using the Infrastructure, there may be certain features of the Infrastructure which may be subject to additional terms, any posted guidelines, rules and/or policies applicable to the Infrastructure, which may be posted and modified from time to time by Arkadiah (collectively the "**Additional terms**") presented in conjunction with any part of such Infrastructure. If you do not agree to

Additional Terms, then you may not use the part of the Infrastructure to which they relate. If any Additional Term is inconsistent with the provisions of these Terms, the Additional Term will prevail for the specific part of the Infrastructure to which it applies.

You agree and consent to the terms of our Privacy Policy as may be amended from time to time (found at [<https://arkadiahrestores.earth/privacy-policy/>]) (“**Privacy Policy**”), which describes our practices and policies related to the collection, use, and storage of information about Users of the Infrastructure. The terms of the Privacy Policy are incorporated into these Terms by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of your personal information.

If you are accessing and/or using the Infrastructure with third party products, hardware, software applications, programs and/or devices (collectively, “**Third Party Technology**”), you agree and acknowledge that: (i) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology, (ii) the Infrastructure may not be accessible through the Third Party Technology, (iii) Arkadiah cannot guarantee that the Infrastructure shall always be available on or in connection with such Third Party Technology, and (iv) Arkadiah is not responsible for examining or evaluating the operation of such Third Party Technology.

Certain features of the Infrastructure may be offered while still in the “beta” version (the “**Beta Versions**”) from time to time. Arkadiah shall use its reasonable commercial efforts to identify the Beta Versions. By accepting these Terms and any amendments thereto, you agree and acknowledge that the Beta Versions are being provided as a “BETA” version and made available on an “AS IS” and “AS AVAILABLE” basis, without any express or implied warranty of any kind. The Beta Versions may contain bugs, errors, and other problems. You assume all risks and all costs associated with your use of the Beta Versions, including, but not limited to, any interest access fees, back-up expenses, cost incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data. In addition, we shall not be obliged to provide any maintenance, technical, or other support for the Beta Versions. The Beta Versions may be, in our sole discretion, discontinued at any time for any reason and without any liability to you.

The Infrastructure may present the current status and future plans for certain projects, and in such case, the purpose of the Infrastructure is to provide information and not to

provide a precise description on future plans. Unless explicitly stated otherwise, the Infrastructure is still under development and Arkadiah and/or each of its Affiliates does not provide a statement of quality assurance or affidavit for the successful development or execution of any projects.

Certain components of the Infrastructure may be published under various licenses by Arkadiah, including open-source licenses (the “**Applicable Licenses**”). To the extent there is a conflict between any Applicable License and these Terms, the terms of the Applicable License shall prevail.

1. DEFINITIONS AND INTERPRETATION

1.1. In addition to the terms defined elsewhere in these Terms, for all purposes of these Terms, the following terms have the meanings set forth in this Section 1:

1.1.1. “**Affiliate**” means, in relation to any person, entity or company, at a given time, any other person, entity or company that, directly or indirectly, or both, controls, is controlled by or is under common control, with such person, entity or company. For the purposes of these Terms, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, or both, of the power to direct or cause the direction, or both, of the management and policies of such person, entity or company, whether through the ownership of voting shares, by contract, or otherwise;

1.1.2. “**Applicable Law**” means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other instrument, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time;

1.1.3. “**Content**” means all information, materials, services, and other content available on or through the Infrastructure from time to time;

1.1.4. “**Governmental Authority**” means the government of Singapore or any other nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without

limitation any government authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to any one or more of the following: you, Arkadiah, Infrastructure or any projects;

- 1.1.5. **“Infrastructure”** means any one or more of the following: the Website, NatureOS, and any other correlative software, materials, documents and IP which Arkadiah and/or any of its Affiliate make available in connection with your access and/or use;
- 1.1.6. **“IP Rights”** means all past, present and future IP rights, including worldwide statutory and common law rights, 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 which subsist or will subsist now or in the future in any part of the world;
- 1.1.7. **“IP”** means: any or all of the following anywhere in the world: (i) all patents; (ii) all inventions (whether patentable or not), ideas, processes, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, improvements, discoveries, technical data, customer lists, proprietary processes and formulae, all source and object code, algorithms, architectures, structures, display screens, layouts, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda and records; (iii) all copyrights, copyrightable material including derivative works, revisions, transformations and adaptations, material that is subject to non-copyright disclosure protections, and all other works of authorship and designs (whether or not copyrightable); (iv) all Trademarks; (v) domain names; (vi) web sites and related content, and (vii) all manuals, documentation and materials relating to the above;
- 1.1.8. **“NatureOS”** means NatureOS, the natural accounting platform developed by Arkadiah;
- 1.1.9. **“Trademarks”** means: (i) the trademarks, trade names and service marks used by Arkadiah, whether registered or unregistered; (ii) the respective stylistic marks and distinctive logotypes for such trademarks, trade names

and service marks, and (iii) such other marks and logotypes as Arkadiah may designate from time to time in writing; and

1.1.10. **“User”** means you as the user of the Infrastructure.

2. USE OF THE INFRASTRUCTURE

- 2.1. In consideration for your acceptance of the Terms and subject always to your continuing compliance with these Terms, Arkadiah grants you the limited, revocable, personal, non-transferable, non-sublicensable and non-exclusive right to access and/or use the Infrastructure.
- 2.2. You shall not access and/or use the Infrastructure in any manner that may impair, overburden, damage, disable or otherwise compromise the Infrastructure, or interfere with other users.
- 2.3. When you access and/or use the Infrastructure, you agree and undertake to comply with the following provisions:
 - 2.3.1. during the access to and/or use of the Infrastructure, all activities you carry out should comply with the requirements of Applicable Law and regulations, these Terms, various guidelines rules and/or policies of Arkadiah and Applicable Licenses;
 - 2.3.2. your use of the Infrastructure should not violate public interests, public morals, or the legitimate interests of others; and
 - 2.3.3. unless otherwise provided for in the Applicable Licenses, without prior written consent from Arkadiah, you shall not knowingly or otherwise, authorise, allow or assist any other party to : (i) copy, modify, reproduce, translate, localize, port or otherwise create derivatives of any part of the Infrastructure; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Infrastructure (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local, state, provincial, national or other law, rule or regulation); (iii) rent, lease, resell, distribute, use in any unauthorized or unintended manner or otherwise exploit the Infrastructure for purposes not contemplated by the Terms; (iv) remove or alter any

proprietary notices, Trademarks or labels on or in the Infrastructure; and
(v) engage in any activity that interferes with or disrupts the Infrastructure.

- 2.4. Your access to, or use of, the Infrastructure may be interrupted from time to time for any of several reasons, including the malfunction of equipment, periodic updating, maintenance, or repair of the Infrastructure or other actions that Arkadiah, in its sole discretion, may elect to take.
- 2.5. Because we have a growing number of services and are enhancing the Infrastructure to better meet the needs of our users' community, we sometimes need to provide additional terms for specific services. Those additional terms and conditions, which are available with the relevant service, then become part of your agreement with us if you use those services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service. We also may from time to time, in our sole discretion, modify, suspend or discontinue, temporarily or permanently, any part of the Infrastructure for any reason.

3. CONTENT, OWNERSHIP AND IP RIGHTS

- 3.1. The Infrastructure may contain materials, including information, Trademarks, data, text, artwork, computer code (including html code), programs, software products, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content, which are exclusively owned, operated, licensed, or controlled by Arkadiah or any of its Affiliates, and which is protected by copyright, trademark, trade secret, or other proprietary rights (collectively, the “**Arkadiah Content**”). Arkadiah or its relevant suppliers, or licensors, retain all rights in such Arkadiah Content. Arkadiah grants you a limited, revocable, personal, non-transferable, non-sublicensable and non-exclusive right to view the Arkadiah Content solely for your internal access to, and use of the Infrastructure.
- 3.2. The Arkadiah Content is for informational purposes only, you should not construe any such information or other material as legal, tax, investment, financial, or other advice.

- 3.3. All content presented is for information of a general nature and does not address the circumstances of any particular individual or entity. Nothing in the Arkadiah Content constitutes a comprehensive or complete statement of the matters discussed or the law relating thereto. You alone assume the sole responsibility of evaluating the merits and risks associated with the access to, or use of, or both, of the Infrastructure before making any decisions based on the information contained in the Arkadiah Content.
- 3.4. You retain any and all IP Rights you already hold under applicable law in materials, including information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content you upload, publish, and submit to or through the Infrastructure (the “**User Content**”), subject to the rights, licenses, and other terms of the Terms, including any underlying rights of other users or Arkadiah in the relevant content that you may use or modify.
- 3.5. In connection with the User Content, you affirm, represent, and warrant that you own or have all necessary IP Rights, licenses, consents, and permissions to use and authorize Arkadiah and users to use the User Content in the manner contemplated by the Terms.
- 3.6. Because the law may or may not recognize certain IP Rights in any particular User Content, you should consult a lawyer if you need legal advice regarding your legal rights in a specific situation. You acknowledge and agree that you are responsible for knowing, protecting, and enforcing any IP Rights you hold, and that Arkadiah cannot do so on your behalf.
- 3.7. Except as prohibited by any Applicable Law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration or remuneration for any of the rights granted in this section.

- 3.8. You hereby grant to Arkadiah, and you agree to grant to Arkadiah, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and sell, re-sell or sublicense (through multiple levels), and otherwise exploit in any manner whatsoever, all or any portion of your User Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You agree that the license includes the right to copy, analyse and use any User Content as Arkadiah, in its sole discretion, may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Infrastructure and future improvements to the Infrastructure.
- 3.9. Arkadiah shall not be obliged to monitor or enforce your IP Rights to your User Content, but you grant us the right to protect and enforce our rights to your User Content, including by bringing and controlling actions in your name and on your behalf (at Arkadiah's cost and expense, to which you hereby consent and irrevocably appoint Arkadiah as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).
- 3.10. You acknowledge and agree that the Arkadiah Content and Infrastructure fallen into Arkadiah's IP or its relevant suppliers or licensors, and IP Rights to it and to all related materials to it is owned by Arkadiah or its relevant suppliers or licensors. All uses of Arkadiah's IP shall inure to the benefit of Arkadiah.
- 3.11. You shall use Arkadiah's IP: (i) only in strict accordance with specifications and directions supplied by or on behalf of Arkadiah from time to time; (ii) only in connection with access to and/or use of the Infrastructure and (iii) only in the form and style approved by Arkadiah.
- 3.12. You shall not include all or any portion of Arkadiah's IP in your IP and/or in the IP of any other person.

- 3.13. You shall not use Arkadiah's IP in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of Arkadiah.
- 3.14. You shall not register, attempt to register or lay any common law claim to any part of Arkadiah's Content and/or IP.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. You hereby represent and warrant to Arkadiah that:
 - 4.1.1. you understand and accept that certain components the Infrastructure may still be in an early development stage and are unproven, and there is no warranty that the process for creating the Infrastructure will be uninterrupted or error-free, and/or there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs;
 - 4.1.2. you understand and accept that new laws and regulations may apply to Arkadiah's business and industry, which may result in substantial modifications to the Infrastructure;
 - 4.1.3. you understand and accept that the development of the Infrastructure may be abandoned for a number of reasons, including but not limited to a lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects);
 - 4.1.4. you understand and accept that the Infrastructure may give rise to other, alternative projects, promoted by third parties unaffiliated to Arkadiah;
 - 4.1.5. you understand and accept that the underlying software application and software platform may be exposed to attacks by hackers or other persons that could result in theft or loss impacting the ability to develop the Infrastructure;
 - 4.1.6. you have carefully reviewed these Terms and fully understand and accept the functions implemented therein;
 - 4.1.7. you understand and accept that by using the Website, no form of partnership, joint venture or any similar relationship between you and Arkadiah and/or any of its Affiliates is created;
 - 4.1.8. you understand and accept that that Arkadiah retains all IP Rights in all of Arkadiah's IP contained in the Infrastructure, or any other IP, arising out or in connection with the Infrastructure;

- 4.1.9. you understand and accept that the Infrastructure carries financial, regulatory and reputational risks. We do not provide any warranty (whether express or implied) whatsoever on any one or more of the following: the use of this Website and Arkadia's services is at your sole risk on an "AS IS" and "UNDER DEVELOPMENT" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- 4.1.10. you understand and accept that you bear the sole responsibility to determine whether any action or transaction conducted or contemplated via the Infrastructure has tax implications for you. To the extent permitted by law, you agree not to hold Arkadia and/or any of its Affiliates liable for any tax liability associated with or arising from the use of the Infrastructure or Arkadia's services. If Arkadia is required to make any tax payments or duties on your behalf, we reserve the right to request such payments (including any other administrative charges incurred in respect of such payments) from you;
- 4.1.11. you have all the requisite power and authority to carry out and perform all your obligations under these Terms. All action on your part required for the lawful performance of all your obligations under these Terms have been or will be effectively taken. These Terms constitute a legal, valid and binding obligation on you enforceable against you in accordance with these Terms, except that such enforceability may be limited by Applicable Law, including without limitation, bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law);
- 4.1.12. the execution, delivery and performance of these Terms will not result in:
- (i) any violation of, be in conflict with or constitute a material default under, with or without the passage of time or the giving of notice of: (a) any agreement, obligation, duty or commitment to which you are a party or by which you are bound; (b) any Applicable Law, or (ii) the creation of any lien, charge or encumbrance upon any your assets;
- 4.1.13. the performance under these Terms requires no approval or other action from any Governmental Authority or person or entity other than Arkadia, except for such consents, approvals, authorizations, orders, filings,

registrations or qualifications as have already been obtained or made and are still in full force and effect;

- 4.1.14. you are not relying on Arkadiah and/or any of its Affiliates, owners, directors, officers, counsel, employees, agents or representatives for legal, investment or tax advice. You represent that to the extent that you have any questions with respect to these Terms, you have sought professional advice;
- 4.1.15. neither you, nor any person for whom you are acting as agent or nominee in connection with the Infrastructure, has been or is: (i) the subject of sanctions administered or enforced by the Singapore Government, the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control), the United Kingdom, the European Union or any other Governmental Authority (collectively, the “**Sanctions**”), (ii) resident in a country or territory that is the subject of country-wide or territory-wide Sanctions, or (iii) otherwise a party with which Arkadiah is prohibited from dealing with under Applicable Law;
- 4.1.16. to the extent required by Applicable Law, you have complied and will continue to comply with all anti-money laundering and counter-terrorism financing requirements; and
- 4.1.17. the assets, including any fiat or virtual assets, or both, you use to perform your obligations hereunder are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorism financing.

5. LIMITATION OF LIABILITY; NO WARRANTIES

- 5.1. Except as expressly provided by these Terms and Applicable Law, Arkadiah shall not be responsible or liable for any losses resulting directly or indirectly from: (i) any act or omission by you and/or any of your Affiliates, or their agent, or any error, negligence, or misconduct by you and/or any of your Affiliates; (ii) failure of transmission or communication facilities; (iii) any other cause or causes beyond Arkadiah's control, including, without limitation, for reasons such as acts of God, fire, flood, strikes, work stoppages, acts of terrorism, governmental or regulatory action, delays of suppliers or subcontractors, war or civil disturbance, self-regulatory organization actions, telecommunication line or computer hardware failures and any other telecommunication failures; (iv) Arkadiah's

reliance on any instructions, notices, or communications that it believes to be from an individual authorized to act on behalf of you, and you hereby waives any and all defences that any such individual was not authorized to act on behalf of you; (v) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond Arkadiah's control, including without limitation extreme market volatility or trading volume; or (vii) any action taken by Arkadiah to comply with Applicable Laws or these Terms.

- 5.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL ARKADIAH OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE INFRASTRUCTURE, OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF ARKADIAH, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE INFRASTRUCTURE, OR OTHERWISE RELATED TO THESE TERMS, EXCEED USD 100 (ONE HUNDRED). THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY WHICH SHALL NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. INDEMNIFICATION

You hereby agree to indemnify any one or more of the following: Arkadiah, any of its Affiliates, and its and their respective owners, directors, officers, employees, representatives, agents, and advisors (collectively, the "**Indemnified Persons**"), and to

hold each of them harmless, from and against any and all claims, actions, proceedings, investigations, demands, actions, suits, costs, charges, expenses, damages (including attorneys' fees, fines, or penalties imposed by any regulatory authority), losses and liabilities which the Indemnified Persons may incur, suffer or which may be made against them as a result of, in relation to, and/or arising out of; (i) your use of, or conduct in connection with, the Infrastructure, (ii) your breach of any representation, warranty, agreement or undertaking by you under these Terms (including any and all addendum(s) to these Terms and any and all other documents, materials or information incorporated by reference herein) or our enforcement of these Terms, (iii) your violation of any Applicable Law, (iv) any act, omission negligence, breach, offence or default committed or attributable to you, and/or (v) any sum or obligation expressed to be payable or liable to be performed under these Terms (including any and all addendum(s) to these Terms and any and all other documents, materials or information incorporated by reference herein) not being paid or performed by you by the time, on the date and otherwise in the manner specified in these Terms (including any and all addendum(s) to these Terms and any and all other documents, materials or information incorporated by reference herein). If you are obligated to indemnify any of the Indemnified Persons pursuant to these Terms, Arkadiah will have the right, in its sole and absolute discretion, to control any action or proceeding and to determine whether Arkadiah wishes to settle, and if so, on what terms. Notwithstanding any provision of these Terms, you do not waive any right granted to you under any Applicable Laws. All indemnification provisions shall survive the termination of these Terms.

7. TERMINATION

- 7.1. Notwithstanding anything in these Terms, we may, in our sole and absolute discretion, upon 7 days' prior written notice to you, terminate or suspend your access or use of the Infrastructure. Upon such termination, you will cease to have any and all rights to use the Infrastructure and any data relating to you or your account may be deleted by us or may no longer be accessible by you, and we shall not be obliged to make available any such data to you.
- 7.2. In addition, any breach by you of any of these Terms may result in actions being taken by us, effective immediately or at a time determined by us, which may include without limitation: (i) temporarily suspending your access to the Infrastructure, or (ii) permanently terminating your access to the Services.

Without limiting the foregoing, we retain the right to decline to provide the Services to any user who violates these Terms, Additional Terms and/or our Privacy Policy.

- 7.3. Termination will not limit any of Arkadiah's other rights or remedies. Sections 2 (Use of Infrastructure, 5 (Limitation of Liability; No Warranties), 6 (Indemnification), and 10 (Miscellaneous Provisions), and any other provision that, by its nature, is intended to survive termination shall survive termination of these Terms.

8. INTELLECTUAL PROPERTY INFRINGEMENTS

- 8.1. Arkadiah reserves the right to investigate notices of copyright, trademark and other intellectual property infringement ("**Infringement**") in respect of User Content and other material on the Website ("**Infringing Material**") and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on the Website, please notify Arkadiah in writing immediately in the form and containing the information prescribed by the Copyright Act 2021 ("**Infringement Notice**").
- 8.2. All Infringement Notices shall be sent to Arkadiah addressed as follows:
yumi@arkadiahrestores.earth;
with a copy to: reuben@arkadiahrestores.earth
- 8.3. You acknowledge and agree that Arkadiah has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on websites linked to the Website, other third-party sites and/or Third Party Technology.

9. NOTICES

- 9.1. Any notice or other document given to Arkadiah and/or its Affiliates under these Terms (the "**Notice**") shall be: (i) in writing in the English language (or be accompanied by an accurate translation into English); (ii) signed by or on behalf of the person giving it, and (iii) sent by email.

- 9.2. The Notice shall be delivered to Arkadiah at the following email address:
yumi@arkadiahrestores.earth;
with a copy to: reuben@arkadiahrestores.earth

10. MISCELLANEOUS PROVISIONS

- 10.1. Because of the uncertainty of future events and circumstance, Arkadiah does not guarantee that its forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be achievable, and you acknowledge and agree that Arkadiah gives the same to address specific circumstances at the time.
- 10.2. Arkadiah may assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under these Terms without your prior written consent. You shall not assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of your rights and obligations under these Terms without the prior written consent of Arkadiah.
- 10.3. These Terms (including any and all addendum(s) to these Terms and any and all other documents, materials or information incorporated by reference herein) shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Singapore. All disputes or claims arising out of or in connection with these Terms, including disputes relating to its validity, breach, termination or nullity, shall be finally settled exclusively by the courts of Singapore.
- 10.4. These Terms (including any and all addendum(s) to these Terms and any and all other documents, materials or information incorporated by reference herein) set forth the entire agreement between you and Arkadiah with regard to the subject matter hereof.
- 10.5. Should any term, condition, provision or part of these Terms be found to be unlawful, invalid, illegal or unenforceable, that portion shall be deemed null and void and severed from these Terms for all purposes, but such illegality, or invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of these Terms, and the remainder of these Terms shall

remain in full force and effect, unless such would be manifestly inequitable or would serve to deprive either Party of a material part of what it bargained for in entering into these Terms.

- 10.6. Section headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision of these Terms.
- 10.7. These Terms may be revised or updated from time-to-time, in our sole discretion, upon notice to you such as by posting the updated Terms, Additional Terms and/or Privacy Policy on our Website, sending you an email to your account email, or by any other reasonable means. All changes are effective immediately when we post them on the Infrastructure, and apply to all access to, and use of, the Infrastructure thereafter. Your continued use of the Infrastructure following the effective date of any revised terms of the Terms constitutes your acceptance of such updated terms. You should review these Terms from time-to-time for any updates or changes to ensure that you are familiar with the most current version.
- 10.8. The Infrastructure may contain links to other websites and services that we think may interest you, including social networking (collectively, "**Linked Services**"). Linked Services are not under the control of Arkadiah and Arkadiah is not responsible for Linked Services, or for any information or materials on, or any form of transmission received from, any Linked Service. The inclusion of a link does not imply endorsement by Arkadiah of the Linked Services or any association with the operators of the Linked Services. Arkadiah does not investigate, verify or monitor the Linked Services. Arkadiah provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

PAID SERVICE TERMS OF USE – NATUREOS

The following Additional Terms (“**Paid Service Terms**”) apply in relation to your use of several components and/or features of NatureOS as a premium service in exchange for one-time, recurring, and/or other fees (“**Paid Services**”). If any part of these Paid Service Terms is inconsistent with Arkadia’s General Terms of Use (“**General Terms**”), these Paid Service Terms shall prevail. Unless otherwise defined, all defined terms shall have the same meaning ascribed to them in the General Terms.

1. PAID SERVICE TERMS – DEFINITIONS AND INTERPRETATION

- 1.1. “**Account**” means an account controlled by a Customer pursuant to which the Customer and its Authorised Users access the Paid Services.
- 1.2. “**Administered Account**” has the meaning set out in Clause 3.1;
- 1.3. “**Area of Interest**”, “**AOI**” refer to the individual polygon that is uploaded to NatureOS by an Authorised User;
- 1.4. “**Authorised User**” means a user authorised to use the Paid Services under an Account controlled by the Customer;
- 1.5. “**Credits**” has the meaning set out in Clause 6.1;
- 1.6. “**Customer**” means you, or such other third party that has subscribed to or paid for the Paid Services, as the case may be.
- 1.7. “**Designated Administrator**” has the meaning set out in Clause 3.3;
- 1.8. “**LULC**” means land use land cover;
- 1.9. “**Paid Services**” means Arkadia’s supply of several components and/or features of NatureOS as a premium service in exchange for one-time, recurring, and/or other fees;
- 1.10. “**Subscription**” has the meaning set out in Clause 4.1;
- 1.11. “**User Content**” refers to project information submitted, posted or modified by you;

- 1.12. **“Taxes”** has the meaning set out in Clause 5.2;
- 1.13. **“Terms”** means the General Terms, these Paid Services Terms and our Privacy Policy
- 1.14. **“You”** and/or **“User”** refers to you as an Authorised User or Customer (as the case may be);

2. OUR SERVICES

- 2.1. Thank you for using the Arkadia Infrastructure and the products, services and features we make available to you as part of the Infrastructure. Arkadia enables access to the Paid Services in exchange for one-time or recurring fees.
- 2.2. The entity providing the Paid Services is Arkadia Technology Pte. Ltd. We may use our Affiliates to manage the Paid Services.
- 2.3. Any payments you make for the Paid Services will be taken by Arkadia Technology Pte. Ltd.
- 2.4. Your transactions and any use of the Paid Services are subject to: these Paid Service Terms, the General Terms, and our Privacy Policy (**“Terms”**). Please read the Terms carefully.
- 2.5. The Paid Services, and certain content available within the Paid Services, may only be available in certain countries. You agree that you will not present any false, inaccurate or misleading information in an effort to misrepresent your country of residence, and you will not attempt to circumvent any restrictions on access to or availability of the Paid Services or content available within the Paid Services.
- 2.6. We are constantly developing new features and ways to improve our services and we may modify our services (including the Paid Services) as set out in the General Terms and/or these Paid Services Terms. The availability of the Paid Services’ content or features may change from time to time, including when content or features within a Paid Service becomes limited or unavailable due to restrictions for legal or policy reasons.

3. ACCOUNT

- 3.1. If you sign up for the Paid Services using an email address associated with your employer or another organisation (as a Customer), (a) you represent and warrant that you have the authority to bind the Customer to the Terms; (b) your use of the Paid Services will bind the Customer to these Terms; and (c) “you” and “your” in these Terms will accordingly refer to both you and the Customer. The NatureOS account you create using an email address associated with the Customer will be an “**Administered Account**”.
- 3.2. If you have signed up for the Paid Services using an Administered Account, at the Customer’s request, Arkadiah may:
 - (a) share your email address, name and basic account information with the Customer; and
 - (b) transfer control of the Administered Account to the Customer.
- 3.3. If control of your Administered Account is transferred to the Customer, the Customer’s designated administrator (“**Designated Administrator**”) will be able to access, transfer and control your Administered Account and all content associated with it, as well as:
 - (a) make changes to the Administered Account;
 - (b) make changes to your User Content; and/or
 - (c) delete the Administered Account.

4. SUBSCRIPTION

- 4.1. Several components of the Paid Services are made available on a paid subscription basis (“**Subscription(s)**”).
- 4.2. Only a Customer’s designated Administrator(s) can initiate and manage a Subscription.
- 4.3. Subscriptions are provided by Arkadiah on an annual basis. You will be billed in advance on a recurring and periodic basis (“**Billing Cycle**”). Billing Cycles are set on an annual basis.
- 4.4. You agree that your Subscription will automatically renew annually unless you provide written notice of cancellation via email to us at changemaker@arkadiahrestores.earth at least 30 days before the end of the current period.

- 4.5. If you terminate your Subscription before the end of the current term, you will retain access to the Paid Services from the time you cancel until the start of the next billing period, and any fees paid in advance for the remainder of the term of the Subscription are non-refundable.

5. FEES AND FEE CHANGES

- 5.1. Our chargeable fees for the Paid Services must be paid according to the terms specified in the invoice issued to the Customer. Payment obligations cannot be canceled, and fees that have already been paid are non-refundable.
- 5.2. Our fees are stated exclusive of any taxes or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). You will be responsible for paying all Taxes associated with your Subscription, except for those taxes based on our net income. Should any payment for the Service be subject to withholding tax by any government, you will reimburse us for such withholding tax.
- 5.3. We reserve the right, at our sole discretion and at any time, to modify the Subscription fees for the Paid Services. Any change in the Subscription fees shall become effective at the conclusion of the then-current Billing Cycle.
- 5.4. We will provide you with a reasonable prior notice of any change in Subscription fees before such change becomes effective.
- 5.5. Your continued use of the Paid Services after any changes to our Subscription fees have taken effect constitutes your acceptance of and agreement to pay the modified Subscription fee amount.

6. CREDITS AND USAGE OF CREDITS

- 6.1. Several components of the Paid Services may be provided by Arkadiah on a pay-per-use basis, utilising credits ("**Credits**").
- 6.2. Credits will be issued to a Customer's Account at a rate of 1 Credit per US\$1 paid.

- 6.3. Only the Customer's Designated Administrator(s) can utilise Credits for chargeable features, subject to a minimum size of 100 hectares per AOI. For example, if your file contains 2 AOIs, the charge will be for a minimum of 200 hectares (being minimum 100 hectares for each AOI).
- 6.4. Should your AOI be demarcated with holes within their shape, we will calculate the size of the AOI based on the outer boundary of the AOI shape, subject to a minimum size of 100 hectares.
- 6.5. The successful processing of the AOI is subject to the following conditions: (a) each polygon's area must not exceed 500,000 hectares, and the file size must not exceed 2MB, and (b) any uploaded file containing multiple AOIs must have AOIs that are not excessively dispersed. Arkadiah will be unable to process AOIs that do not meet these criteria and will notify you for remediation. Remediation of these AOIs may also result in an increase in the overall size and corresponding chargeable credits.
- 6.6. Credits will be immediately deducted from a Customer's Account when an order for chargeable features is submitted.
- 6.7. If any Credits are issued before we confirm and receive full payment, you may use up to 150 worth of Credits for chargeable features (e.g. covering up to 1,000 hectares of land area only for one time request of high resolution LULC data).
- 6.8. Any unused credits within your subscription term will not rollover to the next Subscription term and will not be refunded.

7. LICENCE

- 7.1. After completing a transaction or paying the applicable fees for the Paid Services, you may access and use the Paid Services in accordance with the Terms and the law. Your license to use the Paid Services (including any Arkadiah Content offered through the Paid Services) is non-exclusive and all rights, title and interest in the Paid Services not expressly granted to you in these Terms are reserved by Arkadiah.

8. HIGH RESOLUTION LAND USE LAND COVER (LULC) AND MONITORING

- 8.1. When a request for high resolution LULC data is made, we will endeavour to provide you with the data within 24 hours of your request.

- 8.2. Should we assess that satellite tasking is required to obtain the most recent high resolution LULC data (e.g. due to cloud cover being above 30%, etc.), we will contact you via email within 24 hours of your request to provide a quotation. We will proceed with the satellite tasking only after you have provided us with your agreement in writing (via email). Should you not agree to proceed with satellite tasking, any deducted Credits will be refunded to your account.
- 8.3. We will not provide data for any area within “Sanctioned Jurisdiction”, which means a country, region, territory, or government with respect to which the U.S. government or European Union imposes economic sanctions (e.g. Crimea region of Ukraine, Cuba, Iran, Myanmar, North Korea, Sudan, Syria, and Venezuela). The updated list of Sanctioned Jurisdictions can be found at <https://ofac.treasury.gov/> and https://www.eeas.europa.eu/eeas/european-union-sanctions_en.
- 8.4. You shall not use Arkadiah Content in contravention of these terms, including but not limited to using Arkadiah Content to further actions that sponsor harm, abuse, aggression, violence, or any other violations of human rights.

9. CONTENT OWNERSHIP

- 9.1. Arkadiah retains all right, title, ownership, and interest, including all IP and IP Rights, including all intellectual property rights, in and to Arkadiah Content, NatureOS, and all other intellectual property of Arkadiah. All rights not expressly granted in these Paid Services Terms are hereby reserved by the respective Arkadiah.
- 9.2. You shall not reproduce, transmit, disseminate, make available to any third party other unless expressly authorised by Arkadiah by any means, free of charge or in return for payment.

10. SHARING OF USER CONTENT

- 10.1. Your User Content will be shared, by default, to the Customer’s Designated Administrator.
- 10.2. You may share User Content, including projects with Arkadiah, as a function of NatureOS and the Paid Services. We take care to allow your Personal Data and

User Content to be disclosed only with third- parties in accordance with our Privacy Policy (<https://arkadiahrestores.earth/privacy-policy/>).

- 10.3. Arkadiah assumes no responsibility for the sharing of User Content, and Arkadiah's facilitation of such activity, or NatureOS or the Paid Services performing actions to publicly share User Content at your direction, shall not be deemed a breach of any of Arkadiah's obligations under the Terms.

11. FEEDBACK

- 11.1. By utilising the Paid Services, you agree to use Arkadiah Content while the Paid Services Terms are in effect, and also agree to provide us with information regarding its experience in using the Paid Services and Arkadiah Content.
- 11.2. Any suggestions, feedback, or other disclosures provided by you are, and shall remain, entirely voluntary and shall not create any obligation on our part or establish any independent confidential relationship between you and Arkadiah.
- 11.3. We shall be free to use and/or disclose your suggestions, feedback, or other information at our discretion, without any obligation of any kind to you.
- 11.4. Any developments, enhancements, or modifications made during the term of this Agreement by either Arkadiah or you relating to the Paid Services and/or Arkadiah Content, whether arising from your suggestions or otherwise, shall be the exclusive property of Arkadiah. You shall not claim any rights, title, or interest in such developments, enhancements, or modifications.

12. COMMUNICATIONS

- 12.1. By using the Paid Services, you consent to receiving communications from us including marketing communications such as newsletters about Arkadiah's features and content, special offers, promotional announcements, and customer surveys, to your registered email address or via other methods.

By using the Paid Services, you agree to abide by these Paid Services Terms.