

TERMS OF USE

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These terms and conditions of use (the “**Terms**”) apply to the Eastworlds website at <https://eastworlds.io> and all related links and sites of Eastworlds (the “**Websites**”) provided and operated by Eastworld Sdn. Bhd. (Company Registration No. 202301014003 (1507925-A)) (the “**Company**”, “**we**”, “**our**” or “**us**”). These Terms govern your access to and use of the Company’s Websites and constitute a legally binding agreement between (i) us and you, and/or (ii) if you are representing an entity, the entity that you are representing (hereinafter referred to as “**you**” or “**your**”).

By accessing and/or using the Websites, you agree to be bound by these Terms and our Privacy Policy which collectively represent the complete agreement between you and us in respect of our Websites and shall supersede any prior agreements between us in respect of our Websites, whether written or oral.

THESE TERMS CONTAIN A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN THE SECTION TITLED “DISPUTE RESOLUTION.” THIS AFFECTS YOUR RIGHTS WITH RESPECT TO ANY “DISPUTE” BETWEEN YOU AND THE COMPANY AND MAY REQUIRE YOU TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT. PLEASE READ THIS ENTIRE SET OF TERMS CAREFULLY.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE WEBSITES.

1. Eligible Users.

By accessing and/or using the Websites, you must be and hereby affirm that you:

- (a) are not prohibited or restricted from accessing the Websites by any laws or regulations applicable to you;
- (b) are an adult of the legal age of majority in your country or state of residence (whichever is higher). If you are under the legal age of majority, you may not use the Websites; and
- (c) are not:
 - (i) a citizen of, or located in or ordinarily resident in any of the Restricted Jurisdictions (defined below); or
 - (ii) a person or a person under the control or ownership of a person that is subject to sanctions or otherwise designated on any list of sanctioned, prohibited or restricted parties, whether for terrorism financing, proliferation financing or otherwise, including but not limited to the lists maintained by the United Nations Security Council, the Malaysian government (e.g., the specified entities declared by the Minister of Home Affairs), the Singaporean government, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

2. Access and Use of the Websites

- A. **Communications and Activities on Websites.** The Company shall have the right to monitor and/or record your communications and activities when you use the Websites, and you acknowledge and agree that when you use the Websites, you have no expectation that your communications and activities will be private. The Company shall have the right to disclose your communications and activities for any reason, including: (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of these Terms or any other of the Company’s policies; (c) to protect the Company’s legal rights and remedies; (d) to protect the health or safety of anyone that the Company believes may be threatened; or (e) to report a crime or other offensive behavior.

- B. **Responsibility for Own Activities.** You are solely responsible for all activities conducted on the Websites whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates these Terms is discovered or reported (whether by you or someone else) that is connected with you, the Company may suspend or block your access to the Websites, whether for a period of time or indefinitely.
- C. **Liability of the Company.** The Company will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations, or for any reason whatsoever, except fraud on our part.
- D. **Limited License.** If you accept and comply with these Terms, the Company will grant, and you will receive, a limited, revocable, non-sub licensable, and non-exclusive license to access and use the Websites subject to the "Restrictions," set forth in Section 4 below, as follows:
- (a) You must access and use the Websites on one or more computers or mobile devices under your authorized control.
 - (b) You must use the Websites for your personal and non-commercial purposes only.
 - (c) You must not transfer your rights and obligations to use the Websites.
 - (d) Some Content (defined below) are provided, managed or operated by third party suppliers, partners or licensors of the Websites ("**Third Party Providers**") and may be subject to specific requirements or terms and conditions imposed by such Third Party Providers. Please refer to Section 5 below for more information.
- E. **Open Source Components.** The Websites may contain components that are subject to open-source licenses ("**OSS Components**"). Your access and use of these OSS Components shall be subject to the applicable open-source licenses that apply to and govern such OSS Components.
- F. **Acknowledgements and Disclaimers.** You acknowledge and understand that:
- (a) **General Disclaimer.** You acknowledge and agree that there are inherent risks in your use of the Websites, including any vulnerabilities or security breaches, any communication failures, disruptions, errors, distortions or delays, the risk of hardware, software and Internet connections failure or problems, or malicious software introduction, or the risk that third parties may obtain unauthorized access to your information or devices, which may result in the loss of your data or information, or access to the Websites. By using the Websites, you acknowledge and agree to undertake these risks, and you accept that we shall not be liable for any losses or damages arising from or in connection with such risks.
 - (b) **No Reliance on Information.** Any information provided or made available on our Websites shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, or any other sort of advice. No representation or warranty, express or implied, is made as to the fairness, accuracy, timeliness, correctness or completeness of such information and is provided only for general informative purposes, and no reliance should be placed on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, any available or provided information.
 - (c) **No Fiduciary Relationship.** The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have in respect of your access and use of the Websites are expressly set out in these Terms (including in the Privacy Policy).
 - (d) **Compliance Checks.** We may be required by anti-money laundering or other forms of regulations, and as part of our internal policies, to make background checks or verification checks on our customers. In the event that our background or verification checks do not provide us with sufficient information about you, we may request further information from you from time to time and you agree to promptly provide such information when requested to do so. We

reserve the right to suspend or terminate your access to and use of the Websites should we be unable to satisfy ourselves that in respect of any background or verification checks.

- (e) **Security.** You are solely responsible for properly accessing and using the Websites and otherwise taking appropriate action to secure, protect and backup your access and use of the Websites in a manner that will provide appropriate security and protection, which might include use of encryption. If you are not able to be responsible for your own security, or do not want such an obligation, then you should not access or use the Websites.
- (f) **User Representations, Warranties and Covenants.** Prior to your use of the Websites and on an ongoing basis, by using the Websites (including without limitation, any of the informational and social content made available thereon (collectively, the “**Content**”)), you represent, warrant and covenant that:
 - (i) You will not provide any false, inaccurate, incomplete or misleading information while using the Websites or Content available thereon, or engage in any activity that operates to defraud the Company, other users, or any other person or entity.
 - (ii) You will access and use the Websites on one or more computers or mobile devices under your authorized control.
 - (iii) You will access and use the Websites (including any Content available therein) for your own personal and non-commercial purposes only and not for the benefit or on behalf of any third party beneficiary.
 - (iv) You will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Websites or otherwise act in a manner that may negatively affect other users' experience when using the Websites. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of the Websites and Content.
 - (v) You accept and acknowledge all risks associated with the use or access of the Websites or any Content made available thereon, including but not limited to the risks set out in these Terms.
- G. **Changes.** We may change, add to, modify, remove, suspend, or discontinue any aspect of the Websites and/or Content at any time, and without prior notice or liability to you. We may also impose limits on certain features or restrict your access to parts or all of the Websites or any Content made available thereon without notice or liability. You acknowledge that any modification, suspension or discontinuation of Content may occur without liability to you for compensation, reimbursement or damages.
- H. **Conduct.** You shall ensure that your actions, conduct and behaviour in your use of the Websites comply with and abide by all the rules and guidelines imposed by the Company and/or its Third Party Providers. The Company may suspend or block your access to the Websites, whether for a period of time or indefinitely, in the event that you violate or fail to comply with any of such rules and guidelines.
- I. **Websites Availability.** The Websites are provided on an “as-is” and “as-available” basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, operation and any particular Websites or use. You acknowledge and agree that we may, in our sole discretion, apply changes, replace or discontinue (temporarily or permanently) any part of the Websites at any time. We reserve the right to disable or modify access to the Websites at any time in the event of a breach of the Terms, including, if we reasonably believe any of your representations and warranties may be untrue, misleading or inaccurate, and the Company will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Websites being inaccessible to you at any time or for any reason.
- J. **Advertising.** The Websites may incorporate third-party technology that enables advertising on the Websites. As part of this process, the Company and/or its authorized third party advertisers may

collect standard information that is sent when your personal computer or device connects to the Internet including your Internet protocol (IP) address.

3. Restrictions on Use of Websites

A. **Restrictions.** The Company may suspend or revoke your license to use the Websites or Content made available thereon if you violate, or assist others in violating, the restrictions and limitations set forth below. You agree that you will not, in whole or in part or under any circumstances, do any of the following:

- (a) **Unauthorized Derivative Works:** Copy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Websites (or any Content made available thereon).
- (b) **Cheating:** Create, use, offer, promote, advertise, make available and/or distribute the following or assist with any of the following activities:
 - (i) **exploits;** i.e. methods not expressly authorized by the Company (whether accomplished using hardware, software, a combination thereof, or otherwise), influencing and/or facilitating use of any Websites or Content in a manner that is unintended by the Company, including exploits of any bugs in any Content in the Websites, and thereby granting you and/or any other user an undue and unfair advantage over other users not using such methods;
 - (ii) **bots;** i.e. any code and/or software, not expressly authorized by the Company, that allows the automated control of any Content of the Websites;
 - (iii) **hacks;** i.e. accessing or modifying the software of the Websites (or any Content made available therein) in any manner not expressly authorized by the Company; and/or
 - (iv) any code and/or software, not expressly authorized by the Company, that can be used in connection with the Websites, any Content and/or any component or part thereof which changes and/or facilitates the feature or functionality of the same.
- (c) **Data Mining:** Use any unauthorized process or software that intercepts, collects, reads, or “mines” information generated or stored by the Websites (or any Content made available therein); provided, however, that the Company may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.
- (d) **Unauthorized Connections:** Facilitate, create or maintain any unauthorized connection to the Websites (or any Content made available therein) including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Websites (or any Content made available therein); and (ii) any connection using third-party programs or tools not expressly authorized by the Company.
- (e) **Transfers:** Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer your rights to the Websites (or any Content made available therein) to any other party in any way not expressly authorized herein.
- (f) **Disruption / Harassment:** Engage in any conduct intended to disrupt or diminish the social experience for other users, or disrupt the operation of the Company’s Websites (or any Content made available therein) in any way, including:
 - (i) Disrupting or assisting in the disruption of any server, equipment, hardware or computer system used to support the Websites (or any Content made available therein) or interfering with, disrupting, negatively affecting or inhibiting other users from enjoying the Websites or any Content made available therein, or in any action or conduct that could damage, disable, overburden, or impair the functioning of the Websites or Content made available therein. ANY ATTEMPT BY YOU TO DISRUPT THE WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE WEBSITES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

- (ii) Harassment, "griefing," abusive behaviour or chat, conduct intended to unreasonably undermine or disrupt the Websites experiences of others, and/or any other activity which violates these Terms.
 - (iii) Post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other similar form of solicitation within the Websites.
 - (g) **Violation of Laws:** Access or Use the Websites or any Content provided therein to violate or attempt to violate any applicable law or regulation (including without limitation any applicable anti-money laundering, anti-proliferation and anti-terrorism financing laws and sanctions programs, including, without limitation, the U.S. Bank Secrecy Act and those enforced by the U.S. Department of Treasury's Office of Foreign Assets Controls and any other export control laws).
 - (h) **Violation of Terms and Policies:** Access or Use the Websites or any Content provided therein to violate or attempt to violate these Terms or any policies of the Company.
 - (i) **Violation of Proprietary Rights:** Use the Websites in any manner that violates, misappropriates, or infringes the rights of the Company, our affiliates, our licensors, our clients, our customers, our contractors, our service providers, our users, or others, including privacy, publicity, intellectual property, or other rights.
 - (j) **Impersonation.** Use the Websites or any Content that involves falsehoods, misrepresentations, or misleading statements, including impersonating someone.
 - (k) **Circumvention of Security.** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party to protect the Websites or any Content.
 - (l) **VPN.** Disguise your location through IP proxying, VPN or other methods.
 - (m) **Circumvention of Content Filtering.** Circumvent any content-filtering techniques, security measures or access controls employed on the Websites or any Content) in any manner.
 - (n) **Other Individuals.** Encourage or enable any other individual to do any of the foregoing.
- B. You agree to comply with all applicable U.S. and non-U.S. export control and trade sanctions laws ("**Export Laws**").
- C. Without limiting the foregoing, you may not use the Websites or any Content if:
- (a) you are a person or a person under the control or ownership of a person that is subject to sanctions or otherwise designated on any list of sanctioned, prohibited or restricted parties, whether for terrorism financing, proliferation financing or otherwise, including but not limited to the lists maintained by the United Nations Security Council, the Malaysian government (e.g., the specified entities declared by the Minister of Home Affairs), the Singaporean government, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority;
 - (b) you are a citizen of, or located in or ordinarily resident in any of the Prohibited Jurisdictions as defined below; or
 - (c) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, Israel or Syria or any other country subject to United States embargo, UN Security Council Resolutions, HM Treasury's financial or other sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial or other sanctions regime; or

(d) you intend to supply the Websites or any Content to Cuba, Iran, North Korea, Sudan, Israel or Syria or any other country subject to United States embargo or HM Treasury's financial or other sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial or other sanctions regime.

D. A "**Prohibited Jurisdiction**" refers to any of the following:

- (a) Iran;
- (b) Israel;
- (c) North Korea;
- (d) Russia;
- (e) Certain regions of Ukraine including Crimea, Sevastopol and the areas of Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts not controlled by the Ukrainian government;
- (f) Cuba;
- (g) Yemen;
- (h) Sudan;
- (i) South Sudan;
- (j) Libya;
- (k) Lebanon;
- (l) Syria.

E. In addition to the geographical restrictions in Sections 3(C) and 4(D) above, we reserve the right to refuse customers from any other country (collectively, "**Restricted Jurisdictions**").

F. Particular Content may also not be available in certain countries due to regulatory, licensing and local restrictions.

G. We may deploy technological solutions (such as geo-blocking) to prevent persons located in Restricted Jurisdictions from being able to access, or to use, the Websites. You acknowledge and agree that we will not be responsible to you for, and that you will indemnify and hold us harmless for and in relation to, any losses suffered by you as a result of your attempting to access the Websites from within a Restricted Jurisdiction, including by way of any means designed to circumvent any controls or technological solutions that we may have in place from time to time, and which are intended to prevent or limit such access. You accept and acknowledge that we reserve the right to detect and prevent the use of prohibited techniques, including but not limited to fraudulent transaction detection, examination of your device properties, detection of geo-location and IP masking and transactions analysis.

H. By accessing the Websites (or any Content found thereon), and entering into this agreement, you confirm that you are not located in a Restricted Jurisdiction or a jurisdiction in which it is illegal to use the Websites (or any Content found thereon).

I. We reserve the right to terminate or limit any person's access to or use of the Websites at any time, with or without notice, as determined in our sole and absolute discretion. Such terminations and limitations may be based on any factor or combination of factors, including a person's identity, IP address, metadata, internet service provider, virtual provider network provider, browser software, device type, region of citizenship or residence or current location, or suspicion that user has engaged or intends to engage in any of the restrictions set out above.

4. Ownership of Intellectual Property

A. The Websites and Content contained therein, including any media, web application, software, computer code, metadata, materials, design, text, images, photographs, illustrations, animation, content, text, media files, artwork, graphic material, databases, proprietary information, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced,

and all Intellectual Property Rights therein (all of the foregoing, individually and collectively, the "**Websites Assets**"), are our property and/or where applicable, the property of our licensors or suppliers. The Websites may contain materials licensed by third-parties to the Company, and these third-parties may enforce their ownership rights against you in the event that you violate these Terms. Nothing in these Terms shall be interpreted as granting any license of Intellectual Property Rights of the Websites Assets to you other than as explicitly set forth in these Terms. You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any part of the Websites. You may not do anything that infringes, violates or misappropriates the exclusive rights belonging to us.

- B. Under these Terms, "**Intellectual Property Rights**" refer to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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. "**Eastworlds Trademarks**" means any and all logos, trademarks, service marks, and trade dress associated with the Websites, including the "Eastworlds" names or products or service developed by us.
- C. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the "look and feel" of the Websites are copyright, service marks, trademarks and/or trade dress that belong to us and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by us in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits the Websites, the Eastworlds Trademarks or the Company.
- D. You may choose to submit comments, bug reports, ideas or other feedback about the Websites, including, without limitation, about how to improve the Websites or any Content through the email address provided at the end of these Terms or support channels within the Websites (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

5. Third-Party Providers

- A. The Websites and any Content made available thereon may contain software or services provided by or links to third-party services ("**Third-Party Content**"). We make no warranties or representations, express or implied, in respect of the availability, functionality or content of such Third-Party Content, and you agree that the Company shall not be liable for any loss or damages arising from or in connection with your use of any third-party services. You may be subject to the terms and policies of such relevant third-parties.
- B. When you use the Websites and any Content made available thereon, you may also be using the functionality, Websites, software or service of one or more Third Party Providers. Your use of those and other third-party functionality, Websites, software or service (each a "**Third-Party Service**") will be subject to the privacy policies, terms of service or terms of use and similar policies and terms, and fees of those Third Party Providers. You agree that the Company shall not be liable for any loss or damages arising from your use of or the breach thereof of any Third-Party Service. We have no responsibility for any Third-Party Content or any Third-Party Service that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on Third-Party Content or to use a Third-Party Service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws. Dealing or correspondence with any third party that provides such content or services is solely between you and that third party. We reserve the right to change, suspend,

remove, disable, or impose access restrictions or limits on the use of any Third-Party Content and Third-Party Service at any time without notice.

- C. The Websites and any Content made available thereon may contain links to Third-Party Services, and may leverage or plug into such Third-Party Services to enable certain features. We provide the Websites (and the Content made available thereon) and access to Third-Party Services only as a convenience, and we do not have control over their content, and we do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or functionality made accessible via the Websites or by those Third Party Providers (including any related website, resources or links displayed therein). We make no warranties or representations, express or implied, about the Websites (including any Content made available thereon) or such linked Third-Party Services, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of the Websites and any Content made available thereon including any third-party website, applications or resources. When you click such link, we may not warn you that you have left our Websites.

6. Data Protection and Privacy

In the course of your access and/or use of the Websites, we may be required to collect, use, disclose and/or process certain data (including personal data) belonging to you. In this regard, we will collect, use, disclose and/or process your personal data in accordance with applicable data protection and privacy laws, and as set out in our Privacy Policy.

7. Limited Warranty and Disclaimer

- A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON ARE PROVIDED ON AN "AS IS", "UNDER DEVELOPMENT", "WITH ALL FAULTS" AND "AS AVAILABLE," BASIS FOR USE, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED OR ERROR-FREE USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- B. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES, NOR ITS SUPPLIERS, CUSTOMERS, CLIENTS, SERVICE PROVIDERS, THIRD PARTY PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY OR THEFT OR MISAPPROPRIATION OF PROPERTY OR ANY OTHER THEORY (EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (A) THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON; (B) THE USE OR THE INABILITY TO USE THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON; (E) ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND; (F) HUMAN ERRORS; (G) TECHNICAL MALFUNCTIONS; (H) FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; (I) OMISSIONS,

INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; (J) INABILITY TO FULLY ACCESS THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON OR ANY OTHER WEBSITES; (K) THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; (L) TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR (M) ANY OTHER MATTER RELATING TO THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- C. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, CUSTOMERS, CLIENTS, SERVICE PROVIDERS, THIRD PARTY PARTNERS AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR ACCESS TO OR USE OF THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON WILL MEET YOUR REQUIREMENTS, (B) YOUR ACCESS TO OR USE OF THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) USAGE DATA PROVIDED THROUGH THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON WILL BE ACCURATE, (D) THE PLATFORM AND ANY CONTENT MADE AVAILABLE THEREON ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (E) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON WILL BE SECURE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, CUSTOMERS, CLIENTS, SERVICE PROVIDERS, THIRD PARTY PARTNERS AND LICENSORS HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT.
- D. THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES SUPPLIERS, CUSTOMERS, CLIENTS, SERVICE PROVIDERS, THIRD PARTY PARTNERS AND LICENSORS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE WEBSITES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR; (B) SERVER FAILURE OR DATA LOSS; (C) INTELLECTUAL PROPERTY INFRINGEMENT BY THE USERS; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE WEBSITES AND ANY CONTENT MADE AVAILABLE THEREON.
- E. You acknowledge and agree that the Websites and Contents made available thereon (including any artificial intelligence technologies) are subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Websites and Content made available thereon and the trustworthiness of any third-party websites, products, or content you access or use through the Websites. Like all software, the Websites may be subject to exploits. The Company is not and will not be responsible for exploits of any kind. While the Company has taken a number of precautions to maintain the security of the Websites respectively, this is a nascent technology and it is not possible to guarantee that they are completely free from vulnerabilities, bugs or errors. You accept all risks that arise from using the Websites, including, and not limited to, exploit of the Websites. This warning and others later provided by the Company in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Websites or Content made available thereon.
- F. Any and all information provided in connection with your access and use of the Websites (or any Content made available thereon) should not and may not be construed as legal, tax, investment, financial, professional or other advice. You should not take, and should refrain from taking, any action based on any information contained on the Websites (or any Content made available thereon), or any other information we make available at any time, including, without limitation, blog

posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, tweets and videos. Before you make any financial, legal or other decisions involving the Websites (or any Content made available thereon) or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have in respect of the Websites are expressly set out in these Terms (including in the Privacy Policy).

8. Limitations of Liability.

To the fullest extent allowed by applicable law, the Company, its parent, subsidiaries, Third Party Providers, affiliates, customers, clients, service providers and contractors shall not be liable for any loss or damage arising out of your use of, or inability to access or use, the Websites. The Company liability shall never exceed USD\$100, unless applicable law explicitly disallows this limitation, in which case the Company's liability shall be limited to the fullest extent permitted by applicable law.

9. Indemnity.

You hereby agree to defend and indemnify the Company, its parent, subsidiaries, licensors, affiliates, customers, clients, service providers and contractors against and from any third party claims, liabilities, losses, injuries, damages, costs or expenses incurred by the Company arising out of or from any violation by you of these Terms or your misuse of the Websites.

10. Equitable Remedies

You agree that the Company would be irreparably damaged if the sections of these Terms were not specifically followed and enforced. In such an event, you agree that the Company shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event you breach these Terms; and that the awarding of equitable relief to the Company will not limit its ability to receive remedies that are otherwise available to the Company under applicable laws.

11. Amendments and Variations

- A. **The Company's Rights.** The Company may create updated versions of these Terms (each a "**New Terms**") as its business and the law evolves.
- B. **New Terms.** These Terms will terminate immediately upon the introduction of a New Terms. New Terms cannot alter the process for resolving a Dispute between us once you have notified the Company of a Dispute. If you do not wish to be bound by a New Terms, you must immediately cease using the Websites. Your continued use of the Websites after the Company has published any New Terms constitutes acceptance by you of the New Terms.

12. Term and Termination

- A. **Term.** These Terms are effective upon your first access and use of the Websites, and shall remain in effect until it is terminated or superseded by any New Terms, or, if neither of the foregoing events occur, as long as you continue using the Websites.
- B. **Termination.**
 - (a) The Company reserves the right to terminate these Terms at any time for any reason, or for no reason, with or without notice to you. For purposes of explanation and not limitation, most access and usage suspensions and terminations are the result of violations of these Terms. In case of minor violations of these rules, the Company may provide you with a prior warning and/or suspend your use of the Websites due to your non-compliance prior to terminating these Terms.
 - (b) In the event of a termination of these Terms, you will not be able to use the Websites. Any provisions of these Terms that by its construction are intended to survive the termination of

such Terms shall survive. The Dispute Resolution provisions of these Terms will survive termination and apply to all Disputes that arose or could have been initiated prior to termination.

13. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY

- A. **APPLICABILITY OF THIS DISPUTE RESOLUTION POLICY.** This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence. To the fullest extent allowed by applicable law, you and the Company agree to submit all Disputes between us to individual, binding arbitration. A “**Dispute**” means any dispute, claim, or controversy (except those specifically exempted below) between you and the Company that relates to any aspect of our relationship in respect of the Websites, including, without limitation, your use or attempted use of the Websites (including any Content made available thereon), and all marketing related to them, and all matters arising under these Terms, the Company’s Privacy Policy, or any other agreement between you and the Company, including the validity and enforceability of this agreement to arbitrate. A Dispute shall be subject to binding, individual arbitration regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. This includes claims that accrued before you entered into these Terms. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
- B. **INFORMAL NEGOTIATION PERIOD.** In an effort to accelerate resolution and reduce the cost of any Dispute related to, or arising out of, these Terms, you and the Company agree to first attempt to negotiate any Dispute (except as set out in Section 13(F) below or where the Company does not have your contact details) informally for at least thirty (30) days before either party initiates any arbitration or court proceeding. **Notice must be provided within one (1) year of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims.**
- (a) Negotiations will begin upon receipt of written notice by the party raising the Dispute. The Company will send its notice to your e-mail address or other contact details that you have provided to us.
- (b) You will send your notice to the Company at hello@eastworlds.io
- C. **BINDING ARBITRATION.** If a Dispute cannot be resolved through negotiations, either you or the Company may elect to have the Dispute finally and exclusively resolved by binding arbitration. The provision by you of a notice to the Company, containing all of the information referenced above, and your good-faith participation in the Informal Negotiation Period, are prerequisites to commencing arbitration.
- (a) Any dispute as to any matter arising under, out of or in connection with this Agreement (including but not limited to any question regarding its existence, validity or termination) shall be referred to and finally and exclusively determined by arbitration in Kuala Lumpur, Malaysia at the Asian International Arbitration Centre (AIAC) in accordance with the AIAC Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this Section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman (or equivalent position) of the AIAC. The language of the arbitration shall be English. The award by the arbitrator shall be valid, final and binding on each of the Parties. The Parties shall have the right to seek interim injunctive relief from a court of competent jurisdiction, both before and after the arbitrator has been appointed, at any time up until the arbitrator has made its final award. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and the Company shall be responsible for their respective attorneys’ fees and expenses.

(b) THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. The arbitrator may not consolidate disputes against the Company by other individuals or entities unless the Company expressly consents to such consolidation. These Terms provide no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through proceedings on a class or representative basis or using class action procedures. The arbitrator may award any relief that is permitted by applicable law with respect to your individual claim, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than you.

- D. **CLASS AND COLLECTIVE ACTION WAIVER.** To the fullest extent allowed by applicable law, you and the Company agree that neither you nor the Company may participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or for any non-arbitrable claim pursued in court. The arbitrator and any court shall construe the agreement to arbitrate and the agreement to waive class or collective actions in any manner that will render them enforceable and give them effect. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then entirely void. If any portion of these Terms other than the class action waiver is found illegal or unenforceable, such portion shall be severed and the remainder of these Terms shall be given full force and effect. Any Dispute subject to any such portion of these Terms shall be decided by the arbitrator.
- E. **GOVERNING LAW.** Unless these Terms include express language to the contrary, all Disputes shall be governed by and construed under the laws of Malaysia without regard to choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. This paragraph will be interpreted as broadly as applicable law permits.
- F. **EXCEPTIONS TO NEGOTIATIONS AND ARBITRATION.** You and the Company agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration:
- (a) any Dispute seeking to enforce or protect, or concerning the validity of, any of the Company's intellectual property rights;
 - (b) any Dispute related to, or arising from, claims that the other party has committed piracy;
 - (c) individual actions duly filed in a small-claims court of competent jurisdiction on a non-representative basis; any claim within the jurisdictional limits of the small claims courts;
 - (d) enforcement actions pursued through a governmental agency if permitted by applicable law; or
 - (e) the Company's right to seek injunctive relief to preserve the status quo pending or during an arbitration.

Claims excluded from arbitration under this section are subject to the choice of law, forum selection, and jury waiver clauses set forth in these Terms.

14. Data Analytics

We may collect information from our users through the Websites in order to better understand their needs and usage patterns, which can be used to inform future improvements to the Websites and provide a more personalized experience. Information being collected may include, without limitation, the following:

- Users, page views, sessions
- Source (e.g. google, social, direct)
- Time spent on site
- Users info (country, browser language)

15. General

- A. You understand and agree that the Websites may not be used, accessed, or otherwise exported, reexported, or transferred in contravention of applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations

("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). You represent and warrant that you (1) are not subject to any sanctions or export restrictions (including without limitation, U.S. or UN imposed sanctions or export restrictions) and otherwise are eligible to utilize the Websites under applicable laws and regulations; (2) are not located or ordinarily resident in a country or region subject to comprehensive or near-comprehensive sanctions/embargo (including without limitation, U.S. or UN imposed sanctions or embargoes), unless your use of the Websites in such country or region is authorized by applicable law; (3) are not an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party (e.g., Cuban Communist Party, Workers' Party of Korea) subject to U.S. or UN sanctions/embargo or any other entity in a sanctioned/embargoed country or region or subject to U.S. or UN imposed based sanctions/embargo; (4) are not a person or a person under the control or ownership of a person that is subject to sanctions or otherwise designated on any list of sanctioned, prohibited or restricted parties, whether for terrorism financing, proliferation financing or otherwise, including but not limited to the lists maintained by the United Nations Security Council, the Malaysian government (e.g., the specified entities declared by the Minister of Home Affairs), the Singaporean government, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority; and (5) will not use the Websites in connection with an end-use prohibited by applicable law.

- B. The Company may assign these Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign these Terms without the Company's prior written consent. Your assignment of these Terms without the Company's prior written consent shall be void.
- C. The Company's failure to enforce a provision of these Terms shall not be construed as a (i) waiver of such provision, or (ii) diminishment of any right to enforce such provisions. Further, the Company may choose to waive enforcement of a provision of these Terms in a particular instance; however, you are still obligated to comply with that waived provision in the future.
- D. Notices
 - (a) If to the Company: hello@eastworlds.io
 - (b) If to You. All notices given by the Company under these Terms shall be given to you either through written notice, email or website blog post.
- E. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, such as natural disasters, unforeseen intrusions into our cyberspace, war, terrorism, riots, embargoes, acts of civil or military authorities, acts of God, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
- F. If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of these Terms shall be given full force and effect.