

# TERMS OF SERVICE

Last Updated: January 1, 2023

Please read these Terms of Service (the “Terms”) and our Privacy Policy (“Privacy Policy”) carefully because they govern your use of the website located at [bype.xyz](https://bype.xyz) and the content and functionalities accessible via the Site (collectively, the “Site”) offered by Beyond Mars Ltd., Hong Kong (“The Company”)

The Company maintains the Site as a portal for information, news and updates about the decentralized digital ecosystem utilizing units of value denominated as “BYPE Tokens.” For the avoidance of doubt, the Company does not control the blockchain on which BYPE Tokens are tradable or useable (the “Protocol”) and cannot control activity and data on the Protocol, the validation of transactions on the Protocol, or use of the Protocol. The Protocol is an open-source protocol that is maintained and processed by validators across the globe.

## 1. **Agreement to Terms**

By using our Site, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Site.

## 2. **Privacy Policy**

Please review our Privacy Policy, which also governs your use of the Site, for information on how we collect, use, and share your information.

## 3. **Changes to these Terms or the Site**

We may update the Terms from time to time at our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site. It’s important that you review the Terms whenever we update them or you use the Site. If you continue to use the Site after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Site anymore. We may change or discontinue all or any part of the Site, at any time and without notice, at our sole discretion.

## 4. **Who May Use the Site?**

You may use the Site only if you are 18 years or older and capable of forming a binding contract with the Company, and not otherwise barred from using the Site under

applicable law.

#### **5. Feedback**

We value your feedback on the Site, but please don't send us suggestions for improvements, creative ideas, designs, pitch portfolios, or other materials (collectively "Unsolicited Ideas"). This policy is aimed at avoiding potential disputes or misunderstandings when our Site might seem similar to Unsolicited Ideas that people submit. We may currently be developing, have developed, or in the future will develop ideas or materials internally or receive ideas or materials from other parties that may be similar to Unsolicited Ideas. If you ignore this policy and send us your Unsolicited Ideas anyway, you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property or other rights that you own or control to use, copy, modify, create derivative works based upon, make, have made, sell, offer for sale, import, and otherwise exploit in any manner or medium whatsoever known now or in the future your Unsolicited Ideas for any purpose, without compensation to you.

#### **6. Intellectual Property**

We may make available through the Site content that is subject to intellectual property rights. We or our licensors, or the third parties who otherwise own the intellectual property rights, retain all rights to that content.

#### **7. General Prohibitions and the Company's Enforcement Rights**

You agree not to do any of the following:

- Use, display, mirror, or frame the Site or any individual element within the Site, Site's name, any BYPE trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Company's express written consent;
- Access, tamper with, or use non-public areas of the Site, the Company's computer systems, or the technical delivery systems of the Company's providers;
- Attempt to probe, scan, or test the vulnerability of any the Company's system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent

any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect the Site;

- Attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like) other than the software and/or search agents provided by the Company or other generally available third-party web browsers;
- Use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site;
- Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

The Company is not obligated to monitor access to or use of the Site or to review or edit any content. However, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Site. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. **Links to Third Party Websites or Resources.** The Site may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party resources.
9. **Termination.** We may suspend or terminate your access to and use of the Site at our sole discretion at any time and without notice to you. Upon any termination, discontinuation, or cancellation of these Terms or the Site, the following Sections will survive: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15.
10. **Geographic Restrictions.** The Company is based in Hong Kong. We make no claims that the Site or any of its content is accessible or appropriate outside of Hong Kong. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside Hong Kong, you do so on your own initiative and are responsible for compliance with local laws.
11. **Warranty Disclaimers.**
  - THE SITE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information or content on the Site. Any reliance you place on such information or content is strictly at your own risk.
  - To the extent the Site allows you to interact with the Protocol, you understand that your use of the Protocol is entirely at your own risk. The Protocol is available on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using the Protocol, and digital assets and decentralized systems generally, including, but not limited to, that digital assets are highly volatile; you may not have ready access to

assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against the Company or anyone else for any losses due to the use of the Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

12. Indemnity. You will indemnify and hold the Company and its officers, directors, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Site, or (b) your violation of these Terms.

13. Limitation of Liability.

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE. OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE EXCEED ONE HUNDRED U.S. DOLLARS (\$100).
- THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

14. Governing Law and Forum Choice. These Terms and any action related thereto will be

governed by the laws of Hong Kong, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the courts located in Hong Kong, and you and the Company each waive any objection to jurisdiction and venue in such courts.

#### 15. General Terms.

- **Reservation of Rights.** The Company and its licensors exclusively own all right, title and interest in and to the Site, including all associated intellectual property rights. You acknowledge that the Site is protected by copyright, trademark, and other laws of Hong Kong and other jurisdictions. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site.
- **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the Site, and these Terms supersede and replace all prior oral or written understandings or agreements between the Company and you regarding the Site. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right without such consent will be null. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.
- **Notices.** Any notices or other communications provided by the Company under these Terms will be given by posting to the Site.
- **Waiver of Rights.** The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

16. Contact Information. If you have any questions about these Terms or the Site, please contact the Company at [bype@bype.xyz](mailto:bype@bype.xyz)