

LOGINALITY

TERMS OF SERVICE

Last Updated: 01 December 2023

Welcome to IOGINALITY.

These Terms of Service apply to everyone who visits or uses our website at <https://ioginality.io/> (“Website”), so please read these Terms of Service before accessing or using our website or our Services. By accessing the Website or using Services, you agree to be legally bound by the Terms of Service and [Privacy Policy](#) as published and from time to time updated at Website.

Please do not use our Services if you do not agree with our Terms of Service and Privacy Policy.

1. Definitions

1.1. In these Terms of Service, as well as in our Privacy Policy and all other terms, rules, or texts on Website, the following terms shall have the following meanings.

- **“IOGINALITY”, “we”, “us”, “our”** – Midas Investments Limited, a private company limited by shares, incorporated in Hong Kong under the Companies Ordinance Chapter 622 with the registration number 3189786 on 13 September 2022 and having its registered address at Room 701, 7/F, Lucky Centre, 165-171 WanChai Road, Wan Chai, Hong Kong.
- **“IOGINALITY Marketplace”** – a digital Marketplace for NFTs as presented on the website <https://ioginality.io/>.
- **“AML”** – “anti-money laundering”, a process of checking the User for illegal financial activity.
- **“Art Dealer”** – a person or an entity registered as an art dealer on IOGINALITY Marketplace and thereby representing themselves as a professional art market participant. Art dealer acts as an intermediary that connects artists, museums, art galleries, and collectors with themselves and with IOGINALITY Marketplace. Art dealer is not an agent, employee, or fiduciary of IOGINALITY.
- **“Artist”** – an author of an artwork who promotes and sells their work in collaboration with Galleries.
- **“Artwork”** – a digital item or a digital representation of an analog item, which includes pictures, animations, audio, photographs, 3D works, GIFS, and any other creative digital work or their combination.
- **“Collector”** – a person or an entity registered as a collector on IOGINALITY Marketplace. Collectors can buy NFTs on IOGINALITY Marketplace, create collections comprising of the NFTs that a collector purchased on IOGINALITY Marketplace and resell such NFTs on IOGINALITY Marketplace.
- **“Curator”** – a person registered as a curator on IOGINALITY Marketplace. Curators may manage NFTs, collections, and exhibitions of Galleries, comment on and rate NFTs placed on IOGINALITY Marketplace.
- **“Gallery”** – an institution that displays or sells works of art and is registered as a gallery on IOGINALITY Marketplace.

- **“KYC”** – “know your customer”, a process of identification and verification of the User.
- **“Mint”, “Minting”** – publishing an NFT on a blockchain so that it can be bought, sold, and traded.
- **“NFT”** – “non-fungible token”, an individually identifiable digital token created and exchanged through blockchain technology, which can incorporate an Artwork and represent a preset bundle of intellectual property rights to it. Apart from Artwork, NFTs can also incorporate any unlockable content that will be available only to the owner of such NFT.
- **“Services”** – services provided at the Website on “as is” and “as available” basis, in the existing state of affairs, including any faults or problems.
- **“User”, “you”** – anyone who completed a registration on IOGINALITY Marketplace.
- **“Visitor”, “you”** – anyone who enters, browses, or uses the Website.
- **“Wallet”** – a digital storage solution for cryptocurrencies and tokens, including NFTs. Wallets can be either custodial (managed by a third party) or non-custodial (managed by the user), with the latter providing more control over one’s assets.
- **“UBO”** – “ultimate beneficial owner”, a natural person who ultimately owns or manages a company.

2. IOGINALITY Accounts

- 2.1. Anyone can browse IOGINALITY Marketplace without registering an account. Visitors may be required to register with IOGINALITY Marketplace to access and use certain Services on the platform.
- 2.2. The Visitor needs to create an account with IOGINALITY Marketplace to use the Services. The Services are intended solely for persons of full capacity. By accessing or using Services, Users represent and warrant that they reached an age of full legal capacity in their home country and are, in any event, reached the age of 18 (for natural persons).
- 2.3. When the User creates an account, IOGINALITY collects certain information about the User in accordance with the IOGINALITY Privacy Policy. IOGINALITY may require, in its sole discretion, to provide additional information and documents. If the User does not provide complete and accurate information and documents in response to such request, IOGINALITY may refuse to provide Services to such User.
- 2.4. IOGINALITY does not have access to Users’ accounts and cannot control the actions that Users take via their accounts. Users should take adequate measures to keep access to their accounts safe and confidential. IOGINALITY will presume that all actions made through the User account are made by the User and will take no responsibility for any account or identity theft and its consequences.

3. Types of the IOGINALITY Marketplace Accounts

3.1. The following describes the intended functionality of different Users' accounts on IOGINALITY Marketplace and is not intended to describe the Users' rights or IOGINALITY's obligations. IOGINALITY makes no warranty, assurance, or guarantee that the functionality described in this clause 3 below will be available or will exactly match the description.

3.2. **Gallery account**

To create a Gallery account, you must complete registration, provide documents confirming the status of an institution that displays or sells works of art and pass verification as a representative acting on such institution's behalf.

After registration, submission of all documents, and verification of Gallery, User receives access to IOGINALITY Marketplace Gallery account, which allows performing the following activities:

- To create digital exhibitions using the infrastructure of IOGINALITY Marketplace's exhibition space;
- To create (mint) NFTs and to sell NFTs on IOGINALITY Marketplace;
- To create and publicly display collections of NFTs purchased on IOGINALITY Marketplace;
- To invite Collectors, Artists, Curators, and Art Dealers to join IOGINALITY Marketplace to participate in organizing digital exhibitions, creating collections, buying and selling NFTs;
- To create a press hub to promote collections and digital exhibitions displayed on IOGINALITY Marketplace;
- To use templates of legal contracts available on IOGINALITY Marketplace for Gallery account;
- To create and publicly display collections of NFTs purchased on IOGINALITY Marketplace;
- To purchase NFTs placed on IOGINALITY Marketplace.

3.3. **Collector account**

To create a Collector account for an individual, the User must complete registration and pass verification as a Collector.

To create a Collector account for an entity, the User must complete registration, provide documents confirming the entity's business activity and pass verification as a representative acting on such Collector's behalf.

After registration as a Collector, submission of all documents, and verification, the User receives access to IOGINALITY Marketplace Collector account, which allows performing the following activities:

- To purchase NFTs placed on IOGINALITY Marketplace;
- To sell NFTs purchased on IOGINALITY Marketplace;
- To create private NFTs collections on IOGINALITY Marketplace.

3.4. **Art Dealer Account**

To create an Art Dealer account for an individual, the User must complete registration and authorization.

To create an Art Dealer account for an entity, the User must complete registration and provide documents confirming the entity's business activity and pass verification as a representative on such Art dealer's behalf.

After registration, submission of all documents, and verification, the User receives access to IOGINALITY Marketplace Art Dealer account, which allows performing the following activities:

- To invite galleries and collectors to IOGINALITY Marketplace;
- To promote collaboration between Artists and Galleries registered on IOGINALITY Marketplace;
- To receive referral payments from NFTs sales in accordance with IOGINALITY Terms of Referral Program;
- To use templates of legal contracts available on IOGINALITY Marketplace for Art Dealer accounts;
- To purchase NFTs placed on IOGINALITY Marketplace;
- To sell NFTs purchased on IOGINALITY Marketplace;
- To create private NFTs collections on IOGINALITY Marketplace.

3.5. **Curator account**

To create a Curator account, a Gallery must invite a Curator to IOGINALITY Marketplace. To gain access to the account, you must accept the invitation, complete registration, and pass verification.

After registration, submission of all documents, and verification, the User receives access to IOGINALITY Marketplace Curator account, which allows performing the following activities:

- To participate in the creation by the inviter Gallery of collections and exhibitions using IOGINALITY Marketplace exhibition space;
- To evaluate and confirm the artistic value of NFTs listed for sale on IOGINALITY Marketplace;
- To publish reviews of NFTs, collections, and exhibitions placed on IOGINALITY Marketplace;
- To purchase NFTs listed on IOGINALITY Marketplace;
- To sell NFTs purchased on IOGINALITY Marketplace;

- To create private NFTs collections on IOGINALITY Marketplace.

3.6. **Artist account**

To create an Artist account, Gallery must invite an Artist to IOGINALITY Marketplace. To gain access to the account, you must accept the invitation, complete registration, and pass verification.

After registration, submission of all documents, and verification, User receives access to IOGINALITY Marketplace Artist account, which allows performing the following activities:

- To collaborate with Galleries and Art Dealers to promote NFTs in digital exhibitions;
- To collaborate with Galleries and Art Dealers to sell NFTs through Galleries;
- To receive agreed royalties and commissions from Galleries for sold NFTs;
- To purchase NFTs placed on IOGINALITY Marketplace;
- To sell NFTs purchased on IOGINALITY Marketplace;
- To create private NFTs collections on IOGINALITY Marketplace.

3.7. **Documents and information required for registration and verification:**

- The documents that we require for registration and verification purposes are specified in clause 5.6 of the Terms of Services and in clauses 1.2 and 1.3 of the Privacy Policy;
- In addition to these documents, we may request information regarding the professional activities of Artists and Curators.

4. *Denial of User registration on IOGINALITY Marketplace*

- 4.1. IOGINALITY reserves the right to deny registration for any Guest if IOGINALITY reasonably believes that the Guest provided inaccurate, insufficient, incomplete, or untrue information or documents during their registration and verification.
- 4.2. IOGINALITY retains the discretion to cancel the registration of any User at any time in response to regulatory requirements, dispute resolutions, or other relevant circumstances.

5. *Suspending or terminating access to IOGINALITY Services*

- 5.1. IOGINALITY reserves the right to suspend or terminate User's access to the Services or delete User's account on the occurrence of any of the following:
 - User materially or repeatedly breaches these Terms of Service;
 - IOGINALITY required to do so to comply with a legal requirement or a court order;
 - IOGINALITY reasonably believes that User's conduct causes harm or liability to any other User, third party, or IOGINALITY, including by hacking, phishing, or spamming.

6. KYC and AML procedures

- 6.1. KYC and AML procedures are designated to prevent and mitigate possible risks of IOGINALITY Marketplace being involved in any kind of illegal activity.
- 6.2. You agree to use IOGINALITY Marketplace only for the purposes that are legal, proper, and in accordance with these Terms of Service and any applicable laws or regulations.
- 6.3. In order to use the Services, you must be verified for KYC and AML purposes. Verification allows us to identify you and the persons that you represent and ensure that you act in accordance with these Terms of Service and any applicable KYC and AML laws and regulations.
- 6.4. There are three types of verification on IOGINALITY Marketplace: basic, general and full verification. Verification can be passed by persons and legal entities.
- 6.5. Verification conditions:

	Person	Entity
Gallery	Full verification	Full verification
Art Dealer	Full verification	Full verification
Artist	Full verification	Full verification
Curator	Full verification	Full verification
Collector	Basic / General / Full verification	Full verification

1. **Collector** as an individual needs to pass:

- **Basic verification** to register on IOGINALITY Marketplace and make transactions below 1,000 USD (or equivalent).
- **General verification** to make transactions on IOGINALITY Marketplace above 1,000 USD (or equivalent).
- **Full verification** to make transactions on IOGINALITY Marketplace above 50,000 USD (or equivalent).

You can pass the threshold with one or several transactions. Thresholds include the total cost of transactions.

The total cost of transactions for the purposes of verification is determined at the price (exchange rate) that existed at the time of the relevant transaction.

If a Collector wants to sell on IOGINALITY Marketplace any NFT previously bought on IOGINALITY Marketplace, they need to pass full verification even if they have not reached the threshold of 50,000 USD (or equivalent).

2. **Collector** as an individual needs to pass:

- **Full verification** after registration, regardless of the cost and the number of transactions.

6.6. The following are approximate lists of information and documents that IOGINALITY may request for verification purposes.

Basic verification:

- Email verification

General verification (basic verification + steps indicated below):

- Identity document
- Selfie (liveness check)

Full verification (individual) (general verification + steps indicated below):

- Proof of residence

Full verification (entity):

- Information about the company:
 - Company name, registration number, country of incorporation
- Documents confirming the company's legal existence:
 - Certificate of incorporation, extract from a commercial register, certificate of good standing
- Documents enabling the identification of ownership structure and all UBOs of a company:
 - Shareholder certificates / articles of association / shareholder register / annual reports or other similar documents
- Details about UBOs, representatives or CEO of the entity:
 - Full name, date and place of birth, legal address, identification document and percentage of ownership
 - Selfie (liveness check)
- Documents identifying the company's representatives:
 - Power of Attorney, articles of association or bylaws
 - Selfie (liveness check)
- Documents that demonstrate financial information:

- Financial statements, tax identification number, and any other relevant financial documentation
- Documents showing business activities:
 - Information about the nature of the business, its products or services and any regulatory licenses or permits required for its operation

Extra request of information (in the case of inquiries from authorities or in the event of disputes):

- Information about the person:
 - Tax residency, tax identification number, politically exposed person declaration, or other additional information

- 6.7. At its sole discretion, IOGINALITY reserves the right to modify the document requirements and request additional information from Users in order to conduct standard or additional KYC and AML checks.
- 6.8. To mint, buy and/or sell NFTs on IOGINALITY Marketplace, any User must activate a wallet on IOGINALITY Marketplace.
- 6.9. IOGINALITY will process and store your information in strict privacy, complying with its Privacy Policy.
- 6.10. IOGINALITY is entitled to carry out KYC and AML procedures with the involvement of third parties (compliance service providers) that operate under their own terms and privacy policies. If we use any such service provider, you will be referred to its website and will be able to learn its terms and privacy policies.
- 6.11. IOGINALITY reserves the right to restrict the User's access to IOGINALITY Marketplace in case of reasonable doubts about the legality of the User's transactions.

7. Minting

- 7.1. Galleries can Mint NFTs with Artwork using IOGINALITY Marketplace.
- 7.2. IOGINALITY can refer Galleries to specialist service providers that can assist Users with the process of Minting.
- 7.3. By Minting an NFT with an Artwork, the Galleries expressly represents and warrants that the Artwork is an original creation of the Artist, and the Gallery has the right to Mint, display, and sell that Artwork and any relevant intellectual property rights to it. The Gallery is prohibited from Minting an NFT with an Artwork consisting of unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created, owned, or authorized for use by the Gallery or the Artist represented by the Gallery. Galleries can only Mint an NFT with the Artwork that the Artists they represent personally created or own and must refrain from Minting NFTs with Artwork to which copyright ownership is unknown or disputed.

8. Warranties and representations

- 8.1. User represents and warrants that they have the legal right, authority, and capacity to enter into these Terms of Service.
- 8.2. The Artist or Gallery represents and warrants that they are the sole owners of the NFTs and the Artworks that they place for sale on IOGINALITY Marketplace.
- 8.3. The Gallery represents and warrants that they have all the necessary rights and have obtained all necessary permissions to Mint an NFT with such Artwork to place it on sale and to transfer the relevant amount of intellectual property rights in that Artwork to the purchaser of that NFT.
- 8.4. The Gallery represents and warrants that by uploading any Artwork on IOGINALITY Marketplace, they do not infringe or violate any third parties' moral rights, publicity rights, or other intellectual property rights, including copyrights, patents, trademarks, and trade secrets.
- 8.5. The Gallery represents and warrants that NFTs that they Mint on IOGINALITY Marketplace do not contain information or material, including in their description or unlockable content, that is malicious, false, inaccurate, abusive, threatening, obscene, defamatory, libelous or racially, sexually, religiously or otherwise objectionable or offensive.
- 8.6. The Artist represents, warrants and guarantees that the Artwork they incorporate in an NFT to be placed on sale on IOGINALITY Marketplace is not and will not be offered for sale on any other marketplace, privately or otherwise, during the time when such NFT is on sale on IOGINALITY Marketplace. The Artist thus guarantees that IOGINALITY Marketplace will be the only and exclusive place of sale of that NFT, Artwork, and any intellectual property rights that are placed on sale together with such NFT. In case any Artwork is displayed on any other platform or marketplace, IOGINALITY may remove the NFT with such Artwork from IOGINALITY Marketplace.
- 8.7. Artists and Galleries affirm that they shall not incorporate any trademarks owned by a third party into their nicknames, profile pictures, descriptions, the NFTs, or the Artworks that they employ, exhibit, or Mint, or in any other text or material that they submit to the IOGINALITY. The use of such trademarks must not cause any potential confusion among IOGINALITY, any third parties, or the public regarding the origin of that User, NFT, Artwork, or any other text or material or imply any association, affiliation, or sponsorship between the trademark owner and the User or their texts or materials. The sole exception to this rule is when the legal owner of the trademark has provided explicit written consent to use these trademarks. When uploading any trademark or logotype, the Gallery represents and warrants that they have obtained that trademark or logotype owner's consent for IOGINALITY to color-filter that trademark or logotype to reconcile it with the interface, graphic, and design of IOGINALITY Marketplace and to display and publish it on IOGINALITY Marketplace and in IOGINALITY's marketing materials, including on any social media.
- 8.8. User represents and warrants that they are not owned, controlled, or acting on behalf of an entity or individual that is related in any way to, or any persons within any country or jurisdiction, which are under economic sanctions or embargoes (**"Sanctions"**). User

represents and warrants that they are not located, organized, or resident in a country or territory that is the subject of Sanctions. User further represents and warrants that they will not transfer any funds, assets, and currencies or use them for the benefit of anyone who is the subject of Sanctions or located, incorporated, or resident in a country or territory that is the subject of Sanctions.

9. Indemnity

- 9.1. To the fullest extent permitted by law, User agrees to indemnify and hold harmless IOGINALITY and its subsidiaries, affiliates, agents, and employees from and against any loss, expense, liability, damage, or claim (including all attorney's fees) arising out of or related to (i) User's breach of these Terms of Service, the IOGINALITY Privacy Policy or any other terms or rules published by IOGINALITY on Website (ii) User's violation of the rights of third parties, (iii) User's misuse of the Services, (iv) User's violation of law, rules or regulations in connection with the use of the Services.

10. Disclaimers

- 10.1. User acknowledges that IOGINALITY Marketplace provides the Services on an "as is" and "as available" basis in the existing state of affairs, including any faults or problems, and makes neither express nor implied representations or warranties with regard to the Services. IOGINALITY expressly disclaims all express and implied representations, warranties, promises, conditions and terms that IOGINALITY Marketplace is reliable, error-free, free of defects, or will meet User's requirements, or that any defects can or will be corrected.
- 10.2. IOGINALITY specifically disclaims all express and implied representations, warranties, promises, conditions and terms about the NFTs, Artworks, or intellectual property rights that User may purchase via IOGINALITY Marketplace, including any implied warranties of title, merchantability, or fitness for purpose.
- 10.3. IOGINALITY does not represent or warrant that any NFT, Artwork, or any piece of intellectual property right in the same is free of claims or owned by the User who uploaded that NFT or Artwork for sale on IOGINALITY Marketplace. IOGINALITY neither represents nor warrants that the User selling an NFT has the right to sell it.
- 10.4. IOGINALITY is not a party to any agreement between Users. IOGINALITY is not responsible for any misconduct by Users, including, without limitation, non-payment, breach of representations or warranties, licenses, or copyright infringement. Users bear full responsibility for verifying the legitimacy and authenticity of NFTs that are placed for sale using the Services, and IOGINALITY makes no claims about the identity, legitimacy, functionality, or authenticity of Users or NFTs available on IOGINALITY Marketplace.
- 10.5. IOGINALITY operates as neither a wallet provider, exchange, broker, financial institution nor a creditor. We offer a peer-to-peer service through IOGINALITY Marketplace, which enables Users to discover and interact with each other for the purpose of buying and selling NFTs. However, IOGINALITY does not control or have custody over the blockchain Users interact with, nor do we execute or finalize any purchases, transfers, payments, or sales of NFTs.

- 10.6. Should a User decide to buy or sell an NFT on IOGINALITY Marketplace, all financial transactions will be conducted via designated wallet services, currently including but not limited to the MetaMask browser extension. These services are entirely separate from IOGINALITY and provide Users with a variety of ways to manage their accounts and keys, including hardware wallets while keeping them isolated from the site context. As we continue to improve and expand our services, additional wallet services may be included in the future.
- 10.7. As such, the User acknowledges that any payment for the purchase of an NFT will be processed by third-party payment processors or digital wallet providers. These third parties will be responsible for executing any of the User's transactions. IOGINALITY bears no responsibility for ensuring the functionality of payments and transactions made in connection with IOGINALITY Marketplace.
- 10.8. IOGINALITY is entitled to remove any NFT from IOGINALITY Marketplace if such NFT is recognized under any applicable law or regulation as containing malicious, libelous, false, inaccurate, abusive, threatening, obscene, defamatory, racial, sexual, religious, pornographic, or otherwise offensive materials. Despite this right, IOGINALITY does not and cannot review all materials uploaded, submitted, or otherwise made available on IOGINALITY Marketplace and disclaims all express and implied representations, warranties, promises, conditions and terms as to the quality of the content displayed on IOGINALITY Marketplace.

11. Sale and Purchase of NFTs

- 11.1. Certain Users have the ability to buy and sell NFTs on IOGINALITY Marketplace.
- 11.2. All NFT transactions on IOGINALITY Marketplace are exclusively between Users. IOGINALITY neither sells nor purchases NFTs on its Marketplace and is not a party to any agreement regarding the sale or purchase of NFTs on the Marketplace.
- 11.3. Transactions involving NFTs on IOGINALITY Marketplace are executed on the blockchain, and the consideration for NFTs is typically a cryptocurrency, such as Ether (ETH).
- 11.4. NFTs on IOGINALITY Marketplace may be transacted at a fixed price or through an auction process. Additional details, visual aids, and explanations are provided on the Website. Typically, an NFT will include an Artwork and confer a specific set of rights to its owner. The exact terms and conditions governing the sale of NFTs on IOGINALITY Marketplace, as well as the range of rights that Users can transfer alongside the NFTs they sell, are detailed in our standard terms documents: 'Standard Terms of NFT Sales (Basic Rights)', 'Standard Terms of NFT Sales (Commercial Rights)', and 'Standard Terms of NFT Sales (Full Rights)'.

12. IOGINALITY's Role as a Gallery

- 12.1. While IOGINALITY primarily serves as a platform for facilitating transactions between Users, there may be occasions where IOGINALITY acts as a Gallery. In these cases, IOGINALITY may Mint NFTs and upload Artworks to IOGINALITY Marketplace. When acting in this capacity, these Terms of Service apply to IOGINALITY in the same way they apply to any other Gallery. IOGINALITY's role as a Gallery is confined only to the Minted NFTs and uploaded Artworks

associated with its Gallery activity. In all other aspects and instances, IOGINALITY operates in its usual capacity as a platform provider.

13. *License*

- 13.1. When Users upload any Artwork to IOGINALITY Marketplace, they provide IOGINALITY with a revocable, transferable, sublicensable, worldwide, royalty-free license that lasts indefinitely. This license applies to any Artwork and trademark uploaded, submitted, purchased through, or otherwise made available on IOGINALITY Marketplace. It allows IOGINALITY to store, use, display, publish, copy, distribute, modify, and create derivatives of the Artwork or trademark solely for the following purposes:
- Facilitating and promoting the sale of NFTs on IOGINALITY Marketplace;
 - Advertising and promoting IOGINALITY Marketplace and its Services across any media formats (whether currently known or developed in the future) and through any media channels (whether currently known or developed in the future).
- 13.2. This license may be revoked by the User providing IOGINALITY with written notice 90 days in advance.
- 13.3. In the manner described in clause 13.1 above and together with the license, the User waives their own or the rights owner's moral rights as necessary for IOGINALITY to conduct the licensed activity without mentioning the relevant Artwork's author or owner.

14. *Fees and Payments*

- 14.1. In consideration for the provision of Services, Users will be charged a commission fee on every sale of NFT. The current commission rate is 10% of the purchase price of any NFT sold on IOGINALITY Marketplace. This rate may be discounted on certain occasions or for certain Users.
- 14.2. The commission referred to in clause 13.1 above is charged on the seller of NFT by smart contract automatically upon execution of the transaction for the sale and purchase of the relevant NFT on the blockchain. This means that the seller will receive the purchase price less IOGINALITY's commission.
- 14.3. In addition to IOGINALITY's commission, any User that sells or buys NFT may also be liable for the usual "gas fee" or other commissions of the Ethereum blockchain, since all the transactions on IOGINALITY Marketplace are processed through the Ethereum blockchain.

15. *Taxes*

- 15.1. Users are solely responsible for determining what, if any, taxes apply to their transactions on IOGINALITY Marketplace. IOGINALITY is not responsible for and will not be withholding any taxes or fiscal duties properly payable by Users.

16. *Modification*

- 16.1. IOGINALITY reserves the right to change and modify these Terms of Service at any time and at its sole discretion. Continued use of the Website or the Services following any changes or modifications to these Terms of Service constitutes unconditional acceptance of the revised Terms of Service and all of the terms incorporated in them by reference. It is your sole responsibility to review the Terms of Service as they are amended from time to time.

17. *Dispute Resolution*

- 17.1. **Conciliation.** Any dispute, controversy, difference or claim arising out of or relating to these Terms of Service or the Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be submitted for resolution by non-binding conciliation conducted by IOGINALITY under the IOGINALITY Conciliation Rules in effect at the time request for conciliation is filed. The commencement and completion of conciliation proceedings pursuant to the foregoing is a condition precedent to either party commencing arbitration proceedings pursuant to clause 17.2 below.
- 17.2. **Arbitration.** In case any claim was not settled the following the conciliation pursuant to clause 17.1 above, any dispute, controversy, difference or claim arising out of or relating to these Terms of Service or the Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be English law. The seat of arbitration shall be London, the United Kingdom. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. The service of any documents shall be valid even if made by email.

18. *Miscellaneous*

- 18.1. The division of these Terms of Service into sections and the headings of the various sections in these Terms of Service are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Service.
- 18.2. These Terms of Service, together with the IOGINALITY Privacy Policy, and all other documents incorporated in these Terms of Service by reference, constitute the entire agreement between the parties relating to the terms of these Terms of Service and supersedes any advertising or marketing material or any statements on Website that are contrary to these Terms of Service, as well as any previous negotiations, proposals, understanding, or agreements, express or implied.
- 18.3. If any provision of these Terms of Service shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service, and shall not affect the validity and enforceability of any remaining provisions.

18.4. These Terms of Service, all other documents incorporated in these Terms of Service by reference and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these documents or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales, including the entirety of its conflict of laws provisions.

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