

Terms of Service

Last Updated: [2025/6/13]

BesCARD is owned/operated by a company specializing in blockchain interactions, doing business as BesCARD ("BesCARD," "we," "us," or "our"). These Terms of Service ("Terms") govern your use of our technology and services, including the BesCARD website, application programming interfaces (APIs), mobile applications, and all related tools, features, and functionalities (collectively, the "Platform").

For purposes of these Terms:

“NFT” refers to a non-fungible token or similar digital item secured and authenticated on a public blockchain, generally governed by smart contracts defining ownership and transferability.

“Use” includes accessing, viewing, interacting with, or otherwise engaging with the Platform, whether passively or actively. This encompasses actions such as visiting the Platform, browsing content, creating an Account, conducting transactions, or utilizing any services or features.

“You” refers to any user of the Platform. If using the Platform on behalf of an entity, "you" includes the entity.

Important Notice: Please Read Carefully

This Terms contains critical information about your legal rights and obligations. Section 13 includes a mandatory arbitration agreement and a class action waiver, requiring most disputes to be resolved through individual arbitration rather than court.

By clicking "Accept," signing up, or using the Platform, you confirm your agreement to these Terms. If you disagree, do not use the Platform.

We regret to inform you that we do not provide services to users in mainland China, Hong Kong (China), Singapore, the United States, the United Kingdom, or the European Union. Please understand.

Contents

1. BesCARD's Scope of Business

BesCARD operates as a peer-to-peer Web3 platform to help users discover and directly interact with blockchain-based items (including NFTs and fungible tokens) and engage with other participants across public blockchains. BesCARD is not a wallet provider, exchange, broker, dealer, financial institution, payment processor, money services business, or creditor.

We do not custody or control digital tokens, blockchains, or third parties you engage with, nor do we execute or facilitate purchases, transfers, or sales of NFTs or other tokens.

2. Modifications to These Terms

We reserve the right to modify these Terms at our sole discretion. For material changes, we will notify you by updating the "Last Updated" date at the top of these Terms or through the Platform. Your continued use of the Platform after changes constitute acceptance of the revised Terms. If you disagree with any modification, immediately stop using the Platform.

It is your responsibility to periodically review the Terms to ensure you understand the latest terms and conditions that apply to your use of the Platform.

3. Using the Platform

3.1 Your Blockchain Identity

Your blockchain address serves as your identity on BesCARD. Your BesCARD account ("Account") links to your blockchain address and displays associated NFTs.

3.2 Use on Behalf of Entities

If using the Platform on behalf of an entity, you represent that:

- You are authorized to bind the entity to these Terms.
- You agree to these Terms on the entity's behalf.

3.3 Third-Party Wallets

You must use a third-party wallet for blockchain transactions. Note that:

- BesCARD does not operate, maintain, or affiliate with these wallets.
- We do not custody or control your wallet or its contents and cannot retrieve or transfer them.
- You are solely responsible for securing your wallet, including keeping credentials and seed phrases confidential. Contact your wallet provider for issues.

By using your wallet in connection with BesCARD, you agree to the wallet provider's terms.

3.4 Account Security and Responsibility

You are responsible for Account security. BesCARD is not liable for breaches due to your or others' actions. Notify us immediately if you suspect security issues.

3.5 Electronic and Promotional Communications

By creating an Account, you consent to receive electronic communications from BesCARD, including emails, push notifications, text messages, and other forms of communication. These communications may include:

- Transactional and account-related notices (e.g., updates about your Account or activity on the Platform).
- Promotional communications that we believe may be of interest to you.

You understand that:

- Consenting to receive promotional communications is not a condition of using the Platform.
- You can opt out of promotional communications at any time through your Account settings, by following the unsubscribe instructions included in the communications, or through your mobile device's operating system settings.

Please note that opting out may not apply to important announcements or messages that are necessary for providing the Platform..

3.6 Compliance with Laws and Sanctions

By using the Platform, you represent and warrant that you will comply with all applicable laws, including local, state, federal, and international regulations.

You agree not to use the Platform, or otherwise enable access to the Platform, if:

- You are located in, ordinarily resident in, or organized under the laws of a U.S.-sanctioned country.
- You are subject to sanctions imposed by the U.S. Government, any other government, or the United Nations.
- You are owned or controlled, directly or indirectly, by any person or entity subject to sanctions or located in, ordinarily resident in, or organized under the laws of a U.S.-sanctioned country.
- Any of your officers, managers, directors, shareholders, or authorized representatives are subject to sanctions or are located in, ordinarily resident in, or organized under the laws of a U.S.-sanctioned country, or are owned or controlled, directly or indirectly, by any person subject to such sanctions.
- You transact with or on behalf of individuals or entities subject to sanctions or otherwise falling into any of the categories above.

These representations must remain true for the duration of your use of the Platform. You further agree not to enable access to or use of the Platform for any natural or legal person that falls into any of the categories above.

3.7 Additional Information Requests

We may require you to provide additional information and documents in certain circumstances, such as upon request by the government or to comply with applicable laws or regulations. BesCARD may restrict or disable your Account until these requests are satisfied. Failure to provide complete and accurate information may result in permanent access restrictions..

3.8 Platform Disruptions and Modifications

Your access to the Platform may be interrupted for various reasons, including, but not limited to:

- Equipment malfunctions, updates, maintenance, or repairs.
- Geographic restrictions or potential violations of these Terms.
- Actions taken by BesCARD, at its sole discretion, to protect users or the Platform.

BesCARD reserves the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Platform (or any features or parts thereof, including the API) at any time and without prior notice, without liability as a result. BesCARD also reserves the right to disable your Account and reassign your username and associated URLs at our discretion..

3.9 Age Restrictions

Users must be at least 18 years old. Access by users under 13 is strictly prohibited.

3.10 Regional limitations

We regret to inform you that we do not provide services to users in mainland China, Hong Kong (China), Singapore, the United States, the United Kingdom, or the European Union. Please understand.

4. BesCARD's Ownership of the Platform

4.1 Intellectual Property

All proprietary elements of the Platform (e.g., software, text, logos, designs) are owned by BesCARD. This includes:

- The Platform's "look and feel," such as text, graphics, images, logos, page headers, button icons, URLs, scripts, and other design elements that make up the Platform.
- Digital content, including the BesCARD logo, designs, text, graphics, pictures, data, software, sound files, and other files.
- BesCARD's trademarks, service marks, and trade dress.
- The selection, arrangement, and presentation of all such materials.

BesCARD and its licensors retain all rights to these materials, including the exclusive right to create derivative works. You may not:

- Copy, imitate, or use BesCARD's name, logo, trademarks, or service marks.
- Use metatags or other hidden text that reference "BesCARD" or its intellectual property..

4.2 License to Use the Platform

BesCARD grants you a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Platform, subject to your compliance with these Terms. This includes:

- Accessing and displaying any software, content, or materials made available by BesCARD solely for your personal, non-commercial use as permitted under these Terms.
- Downloading a copy of the BesCARD mobile application to your device solely to enable your use of the Platform.

This license is strictly limited to your lawful use of the Platform. BesCARD does not grant any ownership rights through this license, and your use of content linked to or associated with NFTs, NFT collections, or other digital items is subject to any applicable rights set forth by the seller or creator of the NFT or such other digital item.

4.3 Third-Party Intellectual Property

All other trademarks and intellectual property mentioned on or integrated by the Platform are the property of their respective owners. This includes:

- Trademarks, logos, and other intellectual property associated with third-party creators of NFTs or related content.
- Smart contracts and other software code deployed by third parties.

BesCARD does not claim ownership over such third-party intellectual property and disclaims responsibility for their operation, functionality, or legality. Reference to third-party products, services, or content on the Platform does not imply endorsement, sponsorship, or recommendation by BesCARD.

5. Third-Party Content

5.1 Third-Party Content

The Platform may contain links to or access to third-party websites, applications, code, or other content ("Third-Party Content"), including third-party content displayed on the Platform regarding fungible tokens.

BesCARD does not control, endorse, or review Third-Party Content and assumes no responsibility for it. Please note that third-party applications may have a decentralized or "open" nature, in which case you may have no right to recourse.

Using or relying on Third-Party Content is entirely at your own risk. BesCARD provides access to Third-Party Content solely for your convenience and makes no warranties or representations regarding its functionality, availability, or reliability. You are solely responsible for verifying the legality, authenticity, and compliance of any purchased NFTs or other digital items.

Additionally, we cannot guarantee that any NFT or digital item visible on BesCARD will remain visible or available for purchase, sale, or transfer. Creators, sellers, and buyers are solely responsible for the content and metadata related to their NFTs or other digital items.

5.2 Public Blockchains

As a peer-to-peer Web3 service platform, BesCARD helps you explore NFTs and other digital items created by third parties and interact with public blockchains and blockchain applications, which are not owned by BesCARD. Public blockchains facilitate the creation, transfer, and ownership management of NFTs and other digital items, but BesCARD does not control or guarantee the availability, functionality, or permanence of these networks or the NFTs and other digital items on them.

5.3 Third-Party Transactions and Terms

These Terms apply only to your use of the BesCARD's Platform. NFTs and other digital items exist on public blockchains, and their purchase, sale, and transfer occur outside of BesCARD. Sellers are responsible for determining and setting the prices of NFTs and other digital items, including applicable taxes, minting quantities, and minting mechanisms. BesCARD does not control or set these terms.

BesCARD may charge fees for its services. However, BesCARD does not set, collect, enforce, or determine other costs or fees related to buying or selling NFTs or other digital items, including but not limited to:

- Creator royalties or fees.
- Blockchain transaction fees (commonly referred to as "gas fees").
- Payment processor or other third-party fees.

These fees are paid directly to third parties, such as creators, sellers, or blockchain validators, and BesCARD cannot refund these payments.

NFTs and other digital items may also be subject to specific terms and conditions set by their creators, sellers, or buyers (referred to as "NFT Terms"). These terms (which may include rights and obligations related to NFT content) are not formulated or enforced by BesCARD. For example:

- When you view NFT metadata or other details on BesCARD, you may encounter third-party links to NFT Terms.
- Buyers, sellers, and creators are solely responsible for communicating, agreeing to, and enforcing any such NFT Terms.
- You are responsible for reviewing and complying with any applicable NFT Terms.

6. Your Information, Content, and Licenses Granted to BesCARD

6.1 Privacy Policy

For information on how we collect, use, and share information related to you ("Your Information"), please refer to our Privacy Policy. Using the Platform signifies that you have read our Privacy Policy and explicitly consent to the collection, use, and disclosure of your information as described in the Privacy Policy. When providing personal information of any individual (other than yourself) who may receive your transactions, you agree that you have obtained such individual's consent to disclose their personal information to us and to our collection, use, storage, and disclosure of such information in the manner and for the purposes set forth in the Privacy Policy.

6.2 User-Generated Content

You are solely responsible for any content created, submitted, published, promoted, or displayed through the Platform and ensure compliance with applicable laws, regulations, and these Terms (including user conduct requirements). This includes ensuring the legality, authenticity, and accuracy of all metadata related to your NFTs and digital items.

By publishing or submitting content, you represent and warrant that:

- You possess all necessary rights, licenses, consents, permissions, power, and authority to grant BesCARD the licenses set forth above.
- Your content does not infringe any intellectual property rights, right of publicity, or other third-party rights and does not contain any illegal content.
- Termination of your eligibility to participate in any BesCARD promotional programs (including reward programs) and forfeiture of any points (as defined below).
- You are responsible for the content and metadata related to your NFTs and digital items, including ensuring they do not contain infringing materials unless you have obtained the necessary permissions or otherwise have the legal right to publish such materials.

6.3 License Granted to BesCARD

By using the Platform while creating, submitting, publishing, promoting, or displaying content (including complying with BesCARD's metadata standards), you grant BesCARD a worldwide, non-exclusive, sublicenseable, royalty-free license to:

- Use, copy, modify, and display your content for current and future commercial purposes, including providing, promoting, and improving the Platform.
- This license covers any text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or other content you publish, as well as any digital files, artwork, or materials displayed on the Platform related to or linked with NFTs or other digital items.

Note: Except for feedback defined below, BesCARD does not claim ownership of your content. The license you grant allows us to use and display your content to operate and improve our Platform, but you retain ownership of your content.

6.4 Your Feedback

BesCARD welcomes your feedback, comments, and suggestions ("Feedback") for improving the Platform. Providing feedback signifies that you:

- Acknowledge that this does not grant you any ownership or rights in the Platform or the feedback itself.
- Transfer all rights, ownership, and interests in the feedback (including intellectual property such as patents, copyrights, trademarks, and trade secrets) to BesCARD.
- Agree that BesCARD may use your feedback for any purpose without compensation or further notice to you.

7. Intellectual Property Infringement and Ownership Disputes

Illegal Content and Disputed Items

BesCARD complies with applicable laws regarding illegal content (including intellectual property infringement and stolen NFTs). To report illegal content or submit takedown notices under the Digital Millennium Copyright Act (DMCA) and Digital Services Act (DSA), please review and follow the instructions in our Illegal Content and Disputed Items Policy.

BesCARD facilitates the discovery and interaction with blockchain-based items (including NFTs). However, BesCARD does not adjudicate disputes regarding the ownership, authenticity, or legality of any items listed or traded on the Platform. If an item dispute arises, it will be handled in accordance with our Illegal Content and Disputed Items Policy, which may include restricting the visibility or transferability of the item on the Platform.

Users acknowledge and agree that BesCARD's actions to resolve disputes are based solely on our internal policies and do not constitute a determination of ownership or legal rights.

BesCARD has the right to independently decide to restrict or delete the visibility of NFT collections, individual NFTs, related metadata, or other digital assets and related content, including for reasons of legal compliance, policy enforcement, or otherwise. You acknowledge that such restrictions may affect the accessibility and perceived value of NFTs or other digital items.

8. User Code of Conduct

BesCARD values openness and inclusivity and aims to provide users from diverse backgrounds with a dynamic way to explore Web3 and blockchain-based assets. However, to ensure a safe and legal environment, if we independently determine that you have violated these Terms or may use the Platform for illegal activities, we reserve the right to take action with or without prior notice. Such actions may include:

- Deleting or restricting access to certain NFTs or other digital items.
- Restricting or disabling access to the Platform or specific functions.
- Taking other necessary measures to protect the Platform and its users.

8.1 Your Responsibilities

You are solely responsible for your actions and the content created, displayed, or distributed through the Platform. You agree not to violate any laws, contracts, intellectual property rights, or other third-party rights and are solely responsible for your conduct and content during Platform use.

In addition to all responsibilities and obligations set forth in other parts of these Terms, you further agree:

- To conduct your own research (DYOR) before interacting with or transacting with any NFTs or other digital items displayed on the Platform.
- Not to use or attempt to use another user's account without authorization.
- Not to impersonate others or entities.
- Not to register a BesCARD username for the purpose of resale, misleading others, or exploiting other users' goodwill for profit ("domain squatting").
- Not to attempt to bypass measures taken by BesCARD to block certain blockchain addresses.
- Not to send spam, including unwanted NFTs to other users, or use the Platform or its data for unsolicited advertising or direct marketing, such as email, text message, or telemarketing campaigns.
- Not to use the Platform or any software, API, or feature to damage, disrupt, or overburden the Platform's operations
- Not to use unauthorized tools, multiple IP addresses, or obfuscated traffic sources to bypass access controls, rate limits, or traffic filters.
- Not to use BesCARD's APIs in violation of our developer policies or any applicable agreements.
- Not to engage in unauthorized commercial activities through the Platform in a manner inconsistent with these Terms or BesCARD's guidelines.
- Not to use automated tools (such as crawlers, bots, or scraping tools) to access, extract, or manipulate Platform data without authorization.
- Not to reverse-engineer, decompile, or disassemble the Platform or bypass measures designed to prevent or restrict access to specific areas, code, or functions.
- Not to bypass BesCARD's fee structure or attempt to resell the Platform or its functions.
- Not to manipulate metrics (such as artificially inflating views, favorites, or rankings) to alter search results or the visibility of items or collections.
- Not to manipulate prices, engage in fraud, or conduct deceptive or misleading activities.
- Not to buy, sell, or transfer stolen or fraudulently obtained items or NFTs.
- Not to infringe on others' intellectual property rights or create/display illegal content.
- Not to create or display NFTs that promote hate, violence, self-harm, or illegal activities (including child sexual exploitation or doxxing).
- Not to disrupt other users' enjoyment or access to the Platform or undermine their experience.

8.2 Handling NSFW Content

BesCARD allows the publication of "Not Safe for Work" (NSFW) content. However, such content may be subject to additional restrictions, such as being marked as NSFW and displayed differently in navigation menus and search results.

9. Promotional/Reward Programs

Subject to your ongoing compliance with these Terms and any applicable reward program terms (defined below), BesCARD may, at its sole discretion, offer you the opportunity to participate in a limited point-based program ("Reward Program").

Through the Reward Program, BesCARD may assign digital points ("Points" or "XP") to users who complete specific tasks or interactions within the Platform. Points are a benefit provided to incentivize user engagement with our community.

9.1 Eligibility and Registration

To be eligible for the Reward Program, you must:

- Be a registered user of the Platform.
- Connect a digital wallet to the Platform.
- Accept and comply with these Terms and the Reward Program terms.
- Complete applicable tasks determined by BesCARD.

Eligibility for the Reward Program may be restricted by BesCARD at its sole discretion based on jurisdiction or other factors. BesCARD reserves the right to determine eligibility, and disputes regarding eligibility or Points are not appealable.

The Reward Program is for personal use only; commercial or automated participation is prohibited. Your participation in the Reward Program constitutes acceptance of these Terms and any additional terms for the Reward Program that BesCARD may modify or update at its sole discretion ("Reward Program Terms").

9.2 Modifications

BesCARD reserves the right to modify, suspend, or terminate the Reward Program in whole or in part at any time, with or without notice. Such changes may affect how Points are awarded, calculated, or redeemed; the tasks required to earn Points; the ability to acquire, use, or retain previously accumulated Points; and leaderboard rankings. BesCARD makes no representations or warranties regarding the continued availability of Points, the ability to use or redeem Points, or the existence of any related benefits.

9.3 Leaderboard

The Platform will feature a leaderboard displaying users with the highest accumulated Points. You may log into your account to track your Points and progress.

9.4 Points

- Points are non-transferable and cannot be sold, assigned, or exchanged.
- Points are not currency, assets, or property; they have no cash or cryptocurrency value and cannot be redeemed for cash or cash equivalents.
- Points do not constitute compensation for services or any other form of remuneration.
- BesCARD does not guarantee that you or any participant will earn or be eligible for any minimum number of Points through the Reward Program.
- Points do not grant users any vested rights, guarantees, or future benefits.
- Points are provided "as is," without any form of warranty.
- BesCARD or third parties may, at their sole discretion, determine whether and how to offer specific benefits or promotions based on Points. However, BesCARD does not guarantee that Points can be redeemed for any specific rewards or benefits.
- BesCARD does not guarantee or control the actions of third parties, including their potential

use of Points. Any third-party tokens or benefits allocated based on Points are determined by third parties, and BesCARD assumes no liability for them.

9.5 Special Offers and Promotions

BesCARD may periodically launch special offers, rewards, or challenge events allowing you to earn additional Points. Each special offer may have separate terms and conditions, which will be published at the time of the offer. These terms may differ from the general Reward Program terms, so you must carefully review them before participating. BesCARD reserves the right to modify, restrict, or terminate any special offer at any time.

9.6 Expiration

Points accumulated in the Reward Program may expire, reset, or be modified at BesCARD's discretion. BesCARD retains the right to determine when and how Points expire, adjust, or reset, including but not limited to expiring at the end of a specified period ("wave").

9.7 Termination of Participation

BesCARD reserves the right to terminate your participation in the Reward Program at its sole discretion, including but not limited to cases where you violate these Terms, engage in abuse or fraud in the Reward Program, or for any other reason BesCARD deems appropriate. All Points are provided "as is," without any express or implied warranties, and BesCARD is not liable for any consequences arising from your participation in the Reward Program. Points carry no vested rights and are not guaranteed to be valid indefinitely.

10. API Terms

This section governs your access to and use of any BesCARD programming interfaces, developer tools, and other related documentation and materials (collectively, the "API"). Using the API signifies your agreement to comply with these Terms and any additional guidelines BesCARD may publish, including in its developer documentation.

10.1 Interactive Access

You agree to collaborate with BesCARD to build a composable decentralized Web3 ecosystem by providing reciprocal data access through your application programming interfaces, developer tools, or other means.

10.2 Licensing and Attribution Requirements

You must appropriately credit and attribute BesCARD on your website, products, or services, such as linking to the BesCARD website when displaying NFTs or other digital assets, in each case following any instructions or guidelines we may provide.

10.3 API Usage Restrictions

You may not:

- Use the API or any data, information, or content provided/transmitted via the API ("API Data") for commercial purposes without BesCARD's explicit written permission. Use or access to the API or API Data in connection with selling, reselling, or other profit-making products/services

will be deemed "commercial use."

- Remove or alter legal notices (including copyright, trademark, or other ownership notices) in materials related to the API or API Data.
- Overload, disrupt, or damage BesCARD's servers or networks through excessive, interfering, or improper API use.
- Share, distribute, sell, lease, lend, or transfer API access, keys, or API Data to third parties, alone or in combination with other methods, without our explicit written permission.
- Access or use the API or API Data in a manner that infringes, misappropriates, or violates others' rights.
- Fabricate API usage data (or your intended/declared usage) or conceal the source of API calls.
- Copy, adapt, reformat, reverse-engineer, disassemble, decompile, decrypt, or otherwise modify the API or create derivative works of the API.
- Exceed, disable, interfere with, bypass, or attempt to bypass (including by merging accounts or creating multiple API keys) API restrictions or security measures, including rate limits or authentication controls.
- Bypass the Platform's intended functions, features, or restrictions through API access.
- Use API Data for advertising, marketing, or profit-making activities via data brokers or ad networks.
- Collect or use our API or API Data in a manner that violates BesCARD's Privacy Policy or any data protection laws.
- Use the API for illegal, fraudulent, or sanctioned transactions.
- Implement features or business practices, or use the API or API Data in a way BesCARD deems likely to harm its reputation or business relationships.
- You may not access or use the API or API Data in any manner considered a violation of the "User Conduct" section (Section 8) or any other part of these Terms.

10.4 Compliance and Security Obligations

If API Data is deleted, suspended, withheld, modified, disabled, delisted, or otherwise removed from BesCARD's services, you must use all reasonable efforts to delete or modify such API Data as soon as possible and, unless prohibited by applicable law or regulation or expressly permitted by BesCARD in writing, do so within 24 hours.

If you discover actual or potential security vulnerabilities in the API integration, you must immediately notify BesCARD and promptly resolve the issue.

You agree not to use the API or API Data for any illegal or unauthorized purposes. Additionally, you warrant that you, your managers, directors, shareholders, and affiliates currently and in the future comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations.

11. Mobile App-Specific Terms

You are responsible for providing the devices, internet connections, and other services required to use the BesCARD mobile application ("App"). BesCARD does not guarantee compatibility with all devices or availability in all regions.

12. Liability, Indemnification, and Risk Assumption

12.1 Indemnification

To the maximum extent permitted by law, by using the Platform, you agree to indemnify, defend, and hold harmless BesCARD and its affiliates, as well as their respective employees, directors, contractors, service providers, agents, and representatives (collectively, "BesCARD Parties") from all claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising from:

- Your use or abuse of the Platform, including but not limited to feedback or content provided by you through the Platform, your interaction with NFTs, other digital items, and content visible on the Platform, and your interactions with other users.
- Your violation of these Terms or applicable laws.
- Your infringement of third-party rights, including intellectual property or contract rights.
- Your negligence or intentional misconduct.
- Disputes regarding the ownership or validity of NFTs and other digital items visible on BesCARD.

You agree to notify BesCARD immediately of any claim and cooperate with BesCARD in defending such claims. BesCARD reserves the right to exclusively control the defense and settlement of any claim.

12.2 Disclaimer of Warranties

Your use of the Platform is at your sole risk. The Platform is provided "as is" and "as available," and BesCARD expressly disclaims all warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

BesCARD does not guarantee:

- **The Platform will operate continuously, without interruption, timely, or securely.**
- **The accuracy, reliability, completeness, or timeliness of information contained on the Platform.**
- **The Platform will be free of errors, defects, viruses, or other harmful elements.**

Any advice, information, or statements provided by BesCARD shall not be construed as a warranty regarding the Platform. BesCARD does not endorse, warrant, or assume liability for any third-party advertisements, offers, or statements related to the Platform.

12.3 Risk Assumption

By using the Platform, in addition to other risks described in these Terms, you acknowledge and accept the following risks:

- **Volatility of NFTs and Cryptocurrencies:** The value of NFTs and other digital items (such as fungible tokens) is subjective and highly volatile. You should be aware that you may suffer financial losses.
- **Blockchain and Transaction Fees:** You bear all blockchain-related fees, which are non-refundable.

- **Ownership Disputes:** NFTs and other digital items visible on BesCARD may be subject to ownership disputes.
- **Ecosystem Risks:** The utility and value of NFTs and other digital items depend on the adoption and development of blockchain ecosystems, which may not develop as expected.
- **Regulatory Risks:** The regulatory environment for NFTs, cryptocurrencies, and blockchain technology is uncertain and may negatively impact the Platform or the utility of NFTs and other digital items.
- **Tax Obligations:** You are solely responsible for determining, withholding, reporting, and paying any applicable taxes arising from transactions on the Platform (including sales, purchases, exchanges, transfers, or other transactions involving your NFTs and tokens), and you agree to indemnify BesCARD for such taxes. This responsibility also covers any taxes related to other activities on the Platform, such as participation in promotional programs or benefits received from using the Platform. BesCARD does not provide tax advice and does not determine the taxability of any rewards or transactions. BesCARD is not liable for your tax obligations.
- **Internet and Security Risks:** Using the Platform may expose you to internet outages, malicious attacks, or unauthorized access to your wallet or account.
- **Third-Party Dependence Risks:** The Platform relies on third-party vendors and services, and any disruption by these vendors may negatively impact your experience.
- **Content Visibility Risks:** BesCARD has the right to hide or make collections, contracts, or items affected by these risks or other issues inaccessible. This includes items that become unviewable or inaccessible due to blockchain-related problems.

12.4 Limitation of Liability

To the maximum extent permitted by law:

- BesCARD and its affiliates and service providers shall not be liable for any indirect, incidental, special, or consequential damages (including but not limited to loss of profit, loss of revenue, data loss, or loss of goodwill) arising from or related to your use of the Platform.
- The total liability of BesCARD and its affiliates for any claim arising under these Terms or your use of the Platform shall not exceed the greater of:
 - \$100; or
 - The amount directly received by BesCARD from you in connection with the transaction giving rise to the claim.

These limitations apply even if the stated remedies fail their essential purpose.

13. Arbitration Agreement

Please read this section on the arbitration agreement carefully. This agreement requires you and BesCARD to resolve any disputes with BesCARD through binding arbitration rather than litigation, which affects your legal rights, except for the limited circumstances below. This section applies to disputes between you and BesCARD, not between users or between third parties. BesCARD does not provide dispute resolution services for conflicts between users or third parties, which must be resolved independently.

13.1 Arbitration Agreement

You agree that any dispute, controversy, or claim arising from your use of the Platform, products sold or distributed through the Platform, or your relationship with BesCARD ("Dispute"), including but not limited to claims regarding the arbitrability of a Dispute, shall be finally and exclusively resolved through binding arbitration.

Both you and BesCARD agree to first attempt in good faith to resolve Disputes informally before initiating arbitration or other legal proceedings.

13.2 Informal Dispute Resolution

Before initiating arbitration, you must initiate an informal dispute resolution process by sending a written notice describing your claim and desired resolution to the following address: :

contact@bescard.com

The parties agree to meet and negotiate via telephone, video conference, or in person to attempt to resolve the Dispute in good faith. During this period, statutes of limitations and any filing deadlines will be tolled. If the Dispute is not resolved within 30 days, either party may proceed to arbitration, file a claim in small claims court, or initiate legal action regarding intellectual property issues.

13.3 Authority

Any dispute between BesCARD and you regarding the interpretation, application, or enforcement of this arbitration agreement, including its enforceability, divisibility, revocability, scope, or validity, shall be determined by an arbitrator, not a court or judge.

13.4 Powers of the Arbitrator

The arbitrator shall have exclusive authority to:

- Determine the scope and enforceability of this arbitration agreement.
- Resolve disputes related to the interpretation, applicability, or formation of these Terms.

The arbitrator may grant the same remedies available in court on an individual basis, including monetary damages and injunctive relief. All decisions shall be final and binding.

13.5 Waiver of Jury Trial and Class Actions

- **Waiver of Jury Trial:** By agreeing to this arbitration agreement, you waive your constitutional and statutory rights to sue in court and have a judge or jury decide your case.
- **Waiver of Class Actions:** All claims must be brought on an individual basis. Class actions, class arbitrations, or representative actions are strictly prohibited. Multi-party claims may not be arbitrated or consolidated without the written consent of all parties.

If a court finds this class action waiver unenforceable for a specific claim, that claim must be litigated in court, while other claims shall continue to be resolved through arbitration.

13.6 Divisibility and Survival

If any part of this arbitration agreement is found invalid or unenforceable, that part shall be severed, and the remaining provisions shall remain in effect.

This arbitration agreement shall survive the termination of your relationship with BesCARD.

13.7 Modification of Arbitration Terms

If BesCARD materially modifies this arbitration agreement, you may reject the modifications by providing written notice to BesCARD within 30 days of their effective date at the following address:

contact@bescard.com

If you reject the modifications, the prior version of this arbitration agreement shall continue to apply.

13.8 Arbitral institution

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination, shall be referred to the Singapore International Arbitration Centre ("SIAC") for final resolution by arbitration in accordance with the SIAC Arbitration Rules ("SIAC Rules") in force at the time, which rules are deemed to be incorporated into this clause by reference.

The Parties agree that any arbitration commenced under this clause shall be conducted in accordance with the simplified procedure under Article 13.1 and Schedule 2 of the SIAC Rules.

The place of arbitration shall be **Singapore**. The arbitral tribunal shall consist of **one** arbitrator. The language of the arbitration shall be **English**.

[For any court proceedings relating to the arbitration commenced in Singapore under the International Arbitration Act 1994, the Parties agree (a) to commence such proceedings in the Singapore International Commercial Court ("SICC"); and (b) that such proceedings shall be heard and determined by the SICC in all circumstances.]

14. Governing Law and Jurisdiction

These Terms and your access to and use of the Services shall be governed by and construed in accordance with the laws of the jurisdiction where our company is registered, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15. Termination Provisions

BesCARD reserves the right to suspend, restrict, disable, terminate, or delete your account or suspend, restrict, or terminate your access to the Services (in whole or in part), at any time, with or without notice and with or without cause. If your account is terminated, you shall have no right to request BesCARD to refund any fees paid.

If you violate these Terms, all licenses granted to you under these Terms shall terminate automatically.

BesCARD shall not be liable for any damages or obligations arising from such termination. All provisions of these Terms that by their nature should survive termination shall remain in effect, including but not limited to ownership, indemnification, disclaimers, limitation of liability, dispute resolution, and export compliance.

16. Miscellaneous

16.1 Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

16.2 Remedies for Breach

You agree that any breach of these Terms may cause irreparable harm to BesCARD for which monetary damages would be inadequate. BesCARD shall be entitled to seek equitable remedies, including injunctive relief, without the requirement to post a bond or other security.

16.3 Entire Agreement

These Terms and any policies incorporated by reference constitute the entire agreement between you and BesCARD regarding your use of the Services and supersede all prior agreements or understandings, whether written or oral.

16.4 Assignment

You may not assign any rights under these Terms without BesCARD's prior written consent. BesCARD may freely assign its rights and obligations.

16.5 Waiver

No failure by either party to assert any right or enforce any provision shall constitute a waiver of such right or provision.

16.6 Interpretation

The headings of sections are for reference only and shall not affect the interpretation of these Terms. For the purposes of these Terms:

- (a) the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation";
- (b) "or" is not exclusive;
- (c) references to "these Terms," "this Agreement," "hereby," "hereunder," and "below" refer to these Terms as a whole;
- (d) unless the context requires otherwise, defined terms in the singular shall include the plural and vice versa.

Unless the context requires otherwise, references in these Terms to:

- (x) "sections" refer to the sections of these Terms;
- (y) agreements, instruments, or other documents refer to such agreements, instruments, or documents as amended, supplemented, or modified from time to time (to the extent permitted by their terms);
- (z) statutes refer to such statutes as amended from time to time and include any successor legislation and any regulations promulgated thereunder.

These Terms shall not be interpreted against any party as the drafter.

16.7 Third-Party Beneficiaries

Except as expressly provided in these Terms or Apple's end-user license agreement (e.g., Apple as

a third-party beneficiary to the terms related to the App Store), these Terms are for the sole benefit of the parties and confer no rights on any third party.