



NFTBOOKS TERMS OF USE

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- 1.1. The Website and all associated websites, portals, apps, products and services (together, the **Services**) are provided to you by NFTBooks Pty Ltd (ABN 26 655 406 107) (trading as NFTBooks) and/or any of its related entities (**NFTBooks, we, our or us**), on the terms and conditions incorporated herein and as amended from time to time (**Terms**).
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2. THE NFTBOOKS PLATFORM

- 2.1. What is the NFTBooks Platform?
 - (a) The NFTBooks Platform is a platform for authors, translators, artists and other creators (**Creators**) to publish or sell to readers, users and other collectors (**Collectors**), and for Collectors to access, purchase or rent, (each a **Transaction**) eBooks represented by non-fungible Polygon-based tokens (**NFT**) issued by NFTBooks and which allow access to the relevant eBooks through the NFTBooks Platform.

- (b) The NFTBooks Platform only facilitates the Transactions and not any other transactions in respect of eBooks or NFTs. We are **not** a broker, financial institution, creditor, fiduciary or agent for any user on the NFTBooks Platform.
- (c) Each Transaction is a separate contract between the users involved in the Transaction, and except for the publication of an eBook on the NFTBooks Platform, we are **not** party to any agreement between them.
- (d) You bear full responsibility for verifying the identity, legitimacy and authenticity of the eBooks you purchase or rent on the NFTBooks Platform.

2.2. Accessing the NFTBooks Platform

- (a) All Transactions initiated through the NFTBooks Platform are facilitated by third-party electronic wallet extensions. In order to participate as a Creator or Collector on the NFTBooks Platform, you must connect to an electronic wallet created at one of the following wallet extensions: Metamask, Trust Wallet, Coinbase or any other wallet extension permitted by NFTBooks (each a **Wallet**).
- (b) The Wallets will allow you to sell, purchase, store, and engage in Transactions using the digital token named “NFTBS” (**NFTBS Tokens**). All Transactions on the NFTBooks Platform may only be settled in NFTBS Tokens. By using our Services, you agree that you are governed by the terms of service and any privacy and other policies for the applicable electronic wallet extensions.

2.3. Transactions are recorded on Polygon

- (a) Each Transaction is regulated and effected by a smart contract on Polygon which provides an immutable ledger of all Transactions that occur on the NFTBooks Platform (**Smart Contracts**). This means that each Transaction will be processed and settled independently and in accordance with the applicable Smart Contract, without interference by NFTBooks or any other party.
- (b) We do not own or control the Wallets, the Polygon network, your browser, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features or Services of the NFTBooks Platform. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.
- (c) You acknowledge that your Wallet address or Polygon public address may be made publicly visible whenever you engage in a Transaction on the NFTBooks Platform.

2.4. NFTBooks is a non-custodial service provider

- (a) While NFTBooks facilitates the publication of eBooks and the sale, purchase and renting of NFTs representing eBooks, NFTBooks itself does not sell,

purchase, rent, or take custody or possession of, eBooks, NFTs or NFTBS Tokens.

- (b) You acknowledge that:
 - (i) Smart Contracts do not give NFTBooks custody, possession, or control of any eBook, NFT, NFTBS Token or cryptocurrency at any time for the purpose of facilitating Transactions on the NFTBooks Platform;
 - (ii) NFTBooks is a non-custodial service provider and has designed the NFTBooks Platform to be directly accessible by users without any involvement or actions taken by NFTBooks; and
 - (iii) NFTBooks cannot, and does not, make any representation or warranty in respect of any eBooks, NFTs or NFTBS Tokens, or any financial or other return or benefit or other outcomes that may be achieved by using or transacting on the NFTBooks Platform.

3. NFT AND RIGHTS OF NFT HOLDER

- 3.1. Each NFT will be issued by NFTBooks subject to the Terms.
- 3.2. Each NFT is unique and, once issued, will be stored in a Wallet held by the NFT holder and therefore will **not** be held or controlled by NFTBooks.
- 3.3. An NFT gives its holder, through the NFTBooks Platform, access to the eBook represented by that NFT, but no entitlement against NFTBooks to any rights, benefits or interests, including (without limitation) any right to redeem the NFT against NFTBooks.
- 3.4. An NFT may only be transferred or sold by the NFT holder on the NFTBooks Platform and not by private agreement or in a marketplace for non-fungible tokens.

4. CREATOR ACCOUNT

- 4.1. Creator Account
 - (a) If you are a Creator, you are required to create an account with us (**Creator Account**). Once you have successfully created a Creator Account, you will be a “Registered Creator” having a non-exclusive, personal, revocable and royalty free licence to access and use the Services for Creators through the Creator Account, using the email address and password provided to us by you and/or any other username or access code created by us for you.
 - (b) When signing up for the Creator Account and in connection with your use of the Creator Account or Services, you must ensure that:
 - (i) the email address and telephone number provided by you to us is valid and verifiable;

- (ii) you use your real name and true and correct personal details and do not use an alias or false identity (even if you have the consent of the person whose identity you are using); and
 - (iii) you do not provide false, inaccurate or misleading personal details or otherwise seek to set up a fake, untraceable or unverifiable Creator Account.
 - (c) We are entitled to rely on the authenticity of any information, document or instructions given or purported to be given by you (including through the Creator Account), and may act on such information, document or instructions, without verification or investigation. We are not liable, and you unconditionally and permanently release us from any right or claim against us, for any loss or liability incurred or payable by you in connection with such reliance or acting.
 - (d) You are responsible for maintaining adequate security and control of any username, password, code or other security or confirmation information you use to access your Creator Account. Any loss or compromise of the foregoing and/or your personal information may result in unauthorised access to your Creator Account by other persons. You also agree to take reasonable steps to protect the email address registered with us and keep it secure and only accessible by you.
 - (e) We have no responsibility, and you unconditionally and permanently release us from any right or claim against us, for any loss or liability that you may incur in connection with any compromise of your Creator Account login credentials due to no fault on our part and/or your failure to follow or act on any notices or alerts that we may send to you.
 - (f) In the event that you suspect or become aware that your username, password, access code or other information regarding your Creator Account has been lost, stolen, inappropriately used or otherwise compromised, or your Creator Account has been accessed without your authorisation, you must immediately contact us at support@nftbooks.info.
- 4.2. We may suspend, close or cancel your use of any Services or your Creator Account for any reason by giving you at least 7 days' prior notice, or at any time if we determine in good faith that:
- (a) your use of the Services is inappropriate or for an improper or unlawful purpose;
 - (b) you have breached the Terms in any material respect or contravened any law in using the Services;
 - (c) it is necessary to do so to protect the integrity of our systems or the Services, or to prevent fraud, limit the risk of money laundering or terrorism financing, or comply with any sanctions binding on us;
 - (d) your conduct has damaged or otherwise adversely affected (or is reasonably likely to damage or adversely affect), directly or indirectly, our or a third party's name, goodwill, reputation or business; and

- (e) you are using, employing, or operating bots or other forms of automation and/or multiple accounts to engage in any activity on the NFTBooks Platform,

in which case, where it is not possible for us to give you prior notice, we will notify you as soon as reasonably practicable after the suspension, closure or cancellation has been effected.

- 4.3. Notwithstanding any suspension, closure or cancellation of your Creator Account or your use of any Services, the Terms will continue to apply to any Transactions outstanding at the time of such suspension, closure or cancellation.

5. PUBLICATION AND SALES

- 5.1. A Creator may request (**Publication Request**) for the Creator's eBook to be published, and listed for sale, on the NFTBooks Platform by completing such procedures for publication and sale as may be required by NFTBooks, which involve the provision of information on certain matters as specified on the NFTBooks Platform, including (without limitation):

- (a) details of the eBook;
- (b) the period (**Sale Period**) during which the eBook will be listed for sale, which must not be longer any time limit specified on the NFTBooks Platform for this purpose;
- (c) the price in NFTBS Tokens (**Sale Price**) for each NFT representing the eBook;
- (d) the number of NFTs representing the eBook to be available for sale (**Sale Limit**), which must not exceed any limit specified on the NFTBooks Platform for this purpose;
- (e) the sale royalty (**Sale Royalty**) payable to the Creator for each secondary sale under Term 7, expressed as a percentage of the Secondary Sale Price (as defined in Term 7); and
- (f) the rental royalty (**Rental Royalty**) payable to the Creator for each Rental (as defined in Term 6), expressed as a percentage of the Rental Fee or, as applicable, the Additional Rental Fee (each as defined in Term 6).

- 5.2. If the Creator's Publication Request is accepted or approved, the Creator agrees to pay:

- (a) to NFTBooks, and when required as specified on the NFTBooks Platform, a non-refundable publication fee (**Publication Fee**) of 500 NFTBS Tokens (or any other amount specified on the NFTBooks Platform for this purpose from time to time);
- (b) to the InterPlanetary File System provider (**IPFS Provider**), in respect of the sale of each NFT representing the eBook subject to the Publication Request and out of the Sale Price for that NFT, a non-refundable service fee (**Service Fee**) equal to 2% (or any other percentage specified on the NFTBooks Platform for this purpose from time to time) of the Sale Price for that NFT; and

- (c) to the relevant service providers, all gas fees and other transaction fees (**Other Fees**) for any transactions on the Creator's Wallet.
- 5.3. Without limiting Term 11.2, the Creator acknowledges and agrees that NFTBooks will not in any event be obliged to accept or approve the Creator's Publication Request or, unless the Creator's Publication Request has been accepted or approved by NFTBooks and the Publication Fee and Other Fees have been paid, to cause the Creator's eBook subject to the Publication Request to be published, uploaded or otherwise made available on the NFTBooks Platform.
- 5.4. If the number of NFTs representing the Creator's eBook which are sold during the initial Sale Period is lower than the Sale Limit for the initial Sale Period, the Creator may request for the eBook to be listed for sale during a second Sale Period at any time after the initial Sale Period, by completing such procedures for the second Sale Period as may be required by NFTBooks, provided that the number of NFTs representing the Creator's eBook available for sale during the second Sale Period, when aggregated with the number of NFTs representing the Creator's eBook which are sold during the initial Sale Period, must not exceed the Sale Limit for the initial Sale Period. The Creator may not request for the eBook to be listed for sale during the period of 6 months, or any other period specified on the NFTBooks Platform, after the expiry of the second Sale Period.
- 5.5. A person (**Buyer**) may, by paying the Sale Price, buy an NFT representing the Creator's eBook during the relevant Sale Period and on the terms and conditions set out in the Terms.
- 5.6. On payment of the Sale Price:
- (a) an NFT representing the Creator's eBook will be transferred into the Buyer's Wallet;
 - (b) the amount of NFTBS Tokens equal to the Sale Price less the Service Fee will be transferred from the Buyer's Wallet to the Creator's Wallet; and
 - (c) the Service Fee in NFTBS Tokens will be transferred from the Buyer's Wallet to the IPFS Provider (for this purpose, the Buyer is directed by the Creator to pay the Service Fee to the IPFS Provider as part of the Sale Price).
- 5.7. In respect of an NFT representing an eBook published by a Creator, the Collector owning that NFT agrees to pay:
- (a) the Sale Royalty to the Creator for any secondary sale under Term 7; and
 - (b) the Rental Royalty to the Creator for any Rental (as defined in Term 6).
- 5.8. Each Buyer or Collector must pay to the relevant service providers all gas fees and other transaction fees for any transactions on their Wallet.

6. RENTING

- 6.1. A Collector may request for the Collector's NFT representing an eBook to be listed for rent on the NFTBooks Platform by completing such procedures for renting as may be required by NFTBooks, which involve the provision of information on certain

matters as specified on the NFTBooks Platform, including (without limitation) the amount of rent per day in NFTBS Tokens (**Rent**).

- 6.2. A person (**Renter**) may rent (**Rental**) an NFT representing an eBook (**Rent NFT**), which is listed for rent, for a rental period (expressed as a number of days) (**Rental Period**) specified by the Renter (subject to any rental period limit specified on the NFTBooks Platform), by paying the amount of NFTBS Tokens (**Rental Fee**) equal to the Rent multiplied by the number of days in the Rental Period.
- 6.3. If the Rental Period is permitted to be extended as specified on the NFTBooks Platform, the Renter may extend the Rental Period (or the Rental Period as previously extended under this Term 6.3) prior to its expiry (subject to any rental extension limit specified on the NFTBooks Platform) by paying the amount of NFTBS Tokens (**Additional Rental Fee**) equal to the Rent multiplied by the number of days in the extension period.
- 6.4. On payment of the Rental Fee for the Rent NFT:
 - (a) the Rent NFT will be transferred from the Wallet of the Collector owning that NFT into the Renter's Wallet;
 - (b) the amount of NFTBS Tokens equal to the Rental Fee less the Rental Royalty in respect of the Rental Fee will be transferred from the Renter's Wallet into the Wallet of the Collector owning the Rent NFT; and
 - (c) the amount of NFTBS Tokens equal to the Rental Royalty in respect of the Rental Fee will be transferred from the Renter's Wallet into the Wallet of the Creator who has published the eBook represented by the Rent NFT (for this purpose, the Renter is directed by the Collector owning the Rent NFT to pay the Rental Royalty in respect of the Rental Fee to the relevant Creator, in discharge of the Collector's obligation to the relevant Creator under Term 5.7(b)).
- 6.5. On payment of the Additional Rental Fee for the Rent NFT:
 - (a) the Rent NFT will not be transferred from the Renter's Wallet back to the Wallet of the Collector owning that NFT at the end of the Rental Period (or, as applicable, the Rental Period as extended under Term 6.3);
 - (b) the Rental Period (or the Rental Period as previously extended under Term 6.3) will be extended for the period for which the Additional Rental Fee is paid;
 - (c) the amount of NFTBS Tokens equal to the Additional Rental Fee less the Rental Royalty in respect of the Additional Rental Fee will be transferred from the Renter's Wallet into the Wallet of the Collector owning the Rent NFT; and
 - (d) the amount of NFTBS Tokens equal to the Rental Royalty in respect of the Additional Rental Fee will be transferred from the Renter's Wallet into the Wallet of the Creator who has published the eBook represented by the Rent NFT (for this purpose, the Renter is directed by the Collector owning the Rent NFT to pay the Rental Royalty in respect of the Additional Rental Fee to the

relevant Creator, in discharge of the Collector's obligation to the relevant Creator under Term 5.7(b)).

- 6.6. Immediately after the end of the Rental Period (or the Rental Period as extended under Term 6.3), the Rent NFT will be automatically transferred from the Renter's Wallet back to the Wallet of the Collector owning the Rent NFT.
- 6.7. Each Collector and Renter must pay to the relevant service providers all gas fees and other transaction fees for any transactions on their Wallet.
- 6.8. Under each Rental:
 - (a) the Renter must not on-rent or otherwise transfer the Rent NFT to any other person; and
 - (b) the Renter must, promptly on NFTBooks' request, do anything within the Renter's power to transfer the NFT subject to the Rental back to the Wallet of the Collector owning that NFT at the end of the Rental Period (or the Rental Period as extended under Term 6.3).

7. SECONDARY SALE

- 7.1. A Collector who owns an NFT representing an eBook (**Seller**) may request for that NFT to be listed for secondary sale on the NFTBooks Platform by completing such procedures for secondary sale as may be required by NFTBooks, which involve the provision of information on certain matters as specified on the NFTBooks Platform, including (without limitation) the sale price in NFTBS Tokens (**Secondary Sale Price**).
- 7.2. A person (**Secondary Buyer**) may, by paying the Secondary Sale Price, buy an NFT representing an eBook (**Sale NFT**), which is listed for secondary sale, on the terms and conditions set out in the Terms.
- 7.3. On payment of the Secondary Sale Price for a Sale NFT:
 - (a) the Sale NFT will be transferred from the Seller's Wallet into the Secondary Buyer's Wallet;
 - (b) the amount of NFTBS Tokens equal to the Secondary Sale Price less the Sale Royalty will be transferred from the Secondary Buyer's Wallet into the Seller's Wallet; and
 - (c) the amount of NFTBS Tokens equal to the Sale Royalty will be transferred from the Secondary Buyer's Wallet into the Wallet of the Creator who has published the eBook represented by the Sale NFT (for this purpose, the Secondary Buyer is directed by the Seller to pay the Sale Royalty to the relevant Creator, in discharge of the Seller's obligation to the relevant Creator under Term 5.7(a)).
- 7.4. Each Seller and Secondary Buyer must pay to the relevant service providers all gas fees and other transaction fees for any transactions on their Wallet.

- 7.5. A Collector who owns an NFT representing an eBook must not sell, or offer for sale, that NFT by private agreement or in a marketplace for non-fungible tokens (other than the NFTBooks Platform), or transfer that NFT to another person's Wallet except as a result of a secondary sale on the NFTBooks Platform.

8. CONTENT POLICY

- 8.1. If you are a Creator, you must comply, and must ensure that your eBooks comply, with our Content Policy which is available on the Website and accessible here nftbooks.info.
- 8.2. Each Creator is solely responsible for ensuring that its eBook do not breach NFTBooks' Content Policy.
- 8.3. Each Creator acknowledges and agrees that NFTBooks may not, and is not obliged to, review or make enquiries in relation to any eBooks. However, if a Creator's eBook contravenes NFTBooks' Content Policy or the Terms, NFTBooks will be entitled to exercise any rights, powers or remedies it may have under the Terms or at general law.

9. USER CODE OF CONDUCT

- 9.1. You agree that you will:
- (a) not provide us with any false, inaccurate or misleading information;
 - (b) if you are a Creator, only open one Creator Account and ensure all contact details and other information in your Creator Account that you have provided to us is true, correct, complete, up to date and not misleading (by omission or otherwise), and if any such information changes, you will update it or notify us promptly;
 - (c) not use the Services or your Creator Account (if any) for any unlawful or improper purpose;
 - (d) not manipulate the price of an eBook in any way, including bidding on your own items, preventing bidding, or using the NFTBooks Platform to conceal economic activity;
 - (e) not email or otherwise upload any content to the NFTBooks Platform that (i) infringes, or is reasonably likely to infringe, any intellectual property or other proprietary rights of any person; (ii) breaches, or is reasonably likely to breach, any law, duty or obligation; (iii) contains software viruses or any other computer code, files or programs designed to interfere or disrupt the NFTBooks Platform, or servers or networks connected to the NFTBooks Platform, computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorised advertising, promotional materials, "spam" or "junk" mail; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in NFTBooks's opinion, is objectionable or which restricts or inhibits any other person from using or enjoying the NFTBooks

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- (g) not violate any applicable local, state, national or international law, any regulations having the force of law, or any orders, directions or requests of any government or regulatory authority that a reasonable person in your position would comply with;
- (h) not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (i) not solicit personal information from anyone under the age of 18;
- (j) not use any robot, spider, site search/retrieval application, or other equivalent device to retrieve or index any portion of the NFTBooks Platform or the content posted on the NFTBooks Platform, or to collect information about its users;
- (k) not advertise or offer to sell or buy any goods or services for any business purpose without NFTBooks' prior written consent;
- (l) not further, induce or promote any criminal activity or enterprise, or provide instructional information about illegal activities, including (without limitation) for the purpose of concealing economic activity, laundering money, or financing terrorism; and
- (m) not access or use the NFTBooks Platform for the purpose of creating, marketing or promoting a product or service that is competitive with any NFTBooks products or services.
- (n) provide us with such assistance as may be requested by us and otherwise cooperate with us to investigate any suspected unlawful, fraudulent or improper activity in connection with your use of the Services or your Creator Account; and
- (o) contact us promptly if you believe that your Creator Account may be subject to an unauthorised transaction, account takeover or other type of unlawful, fraudulent or improper activity or security breach.

9.2. If you become aware of the creation, listing, publication, sale, purchase or renting of any eBook in violation of any of the terms specified in this Term 9, please contact us at support@nftbooks.info.

9.3. You acknowledge and agree that we are not liable, and you unconditionally and permanently release us from any right or claim against us, for any loss or liability incurred or payable by you, in connection with any failure by a user of the NFTBooks Platform to comply with this Term 9 or any delay or failure on our part to detect a breach of, or to prevent or stop a user from violating, this Term 9.

10. SUSPENSION OR TERMINATION OF ACCESS TO EBOOKS OR SERVICE

- 10.1. We may suspend (for however long as we determine appropriate) or terminate access to an eBook or any Service if:
- (a) such suspension is for maintaining, upgrading or making changes to the NFTBooks Platform or Services (including, for example, updating, modifying or removing certain features or functionalities);
 - (b) we are required to do so by law, regulations or a court order, or we do so in order to comply with a change in law or regulations, or an order, direction or request from any government or regulatory authority;
 - (c) we determine that the eBook breaches our Content Policy;
 - (d) legal proceedings have been brought against NFTBooks, or we consider to do so would satisfy, settle or compromise a claim or demand made against NFTBooks and thereby avoid legal proceedings against NFTBooks, in relation to the eBook or that Service; or
 - (e) we consider it is appropriate to do so in circumstances where the eBook is the subject of three or more valid intellectual property infringement notices or three or more complaints that it contains defamatory or illicit material or information.
- 10.2. While we will endeavour to notify the relevant Creator and Collectors of the eBook subject to the suspension or termination under Term 10.1 as soon as reasonably practicable after we have decided to effect the suspension or termination, we will not be obliged in any event to do so prior to the suspension or termination.
- 10.3. We are not liable, and you unconditionally and permanently release us from any right or claim against us, for any loss or liability incurred or payable by you in connection with the suspension or termination under Term 10.1.

11. CREATOR'S WARRANTIES AND UNDERTAKINGS

- 11.1. If you are a Creator, you represent and warrant, and undertake, in respect of each eBook created by you that:
- (a) the eBook is your original creation and does not contain unlicensed or unauthorised content subject to another person's intellectual property rights;
 - (b) you own all rights, title, and interests in, to or under all intellectual property rights with respect to the eBook, and thus, you have the right to reproduce, prepare derivative products from the eBook, distribute, display or perform the eBook;
 - (c) the eBook has not been and, while the eBook is available on the NFTBooks Platform, will not be, published, uploaded or otherwise made available on any other platform on which non-fungible tokens are minted in respect of the eBook;

- (d) the eBook does not, and will not, infringe any copyright or other intellectual property right of any person, and you are not aware of any intellectual property infringement claims or notices in respect of the eBook;
- (e) the eBook does not violate the Content Policy for the NFTBooks Platform, after you have carefully reviewed and understood the Content Policy;
- (f) you have obtained all requisite classifications for the eBook;
- (g) you have obtained, and will obtain, and maintain all licences, permits, approvals, consents and other authorisations from any government or regulatory authority and in any applicable jurisdiction as required in order for the eBook to be published, uploaded or otherwise made available on the NFTBooks Platform;
- (h) you have complied, and will comply, with all applicable laws in respect of the eBook, including (without limitation) any requirement to file, register or deposit a copy of the eBook with any government or regulatory authority or public library;
- (i) you have not, and will not, engage in any activity relating to the use of the Services, your Creator Account or the NFTBooks Platform that is, or is reasonably likely to be, illegal in any applicable jurisdiction;
- (j) you will use your best efforts to protect, prosecute and maintain all of your copyright and other intellectual property rights with respect to the eBook;
- (k) you will not assign, transfer, create any interest in, or otherwise do anything in respect of the eBook or your copyright or other intellectual property rights with respect to the eBook, that may adversely affect the rights or interests of NFTBooks or any Collector or other user (including the availability of the eBook on the NFTBooks Platform); and
- (l) you have not, will not, and will not cause any other person to, sell, tokenize, or create another cryptographic token representing a digital collectible for the same eBook.

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- 12.1. If you are a Collector of an eBook, you acknowledge and agree that an NFT held by you in respect of the eBook only gives you the right to access the eBook represented by the NFT, but you otherwise have no right, title or interest in and to the eBook itself nor in any related copyright or other intellectual property rights with respect to the eBook.
- 12.2. As a Collector, while you may enter into a Transaction on the NFTBooks Platform, you must not, and must not cause any third party, to do or attempt to do any of the following without the prior written consent of NFTBooks and, in relation to an eBook, the relevant Creator:
- (a) engage in any activity relating to the use of a Service or the NFTBooks Platform that is, or is reasonably likely to be, illegal in any applicable jurisdiction;
 - (b) modify, supplement or replace the eBook (on the NFTBooks Platform or otherwise);
 - (c) use the eBook in connection with any form of media that could reasonably be found to infringe upon the rights of others or violate any matters stated in our Content Policy;
 - (d) use the eBook to advertise any third party product or service or incorporate the eBook into any form of media for a commercial purpose;
 - (e) copy, imitate, adapt, distribute, sell, license or grant any right or interest in, or otherwise commercialise merchandise that depicts, the eBook;
 - (f) acquire, claim or infringe any intellectual property rights in respect of the eBook;
 - (g) mint, tokenize or create an additional cryptographic token representing the same eBook;
 - (h) falsify, misrepresent or conceal the authorship of the eBook; or
 - (i) otherwise utilise the eBook for the Collector's or any third party's commercial benefit.

13. PAYMENT AND TAXES

- 13.1. All Transactions on the NFTBooks Platform must be settled in NFTBS Tokens.
- 13.2. You acknowledge and agree that NFTBooks is not liable for, and will not be in any event obliged to pay, any tax (including any goods and services tax, value-added tax or any other similar tax) on or in connection with a Transaction, an eBook or a

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- 16.1. We will comply with our Privacy Policy in collecting, storing, using and disclosing personal information.
- 16.2. Our Privacy Policy is available on the Website and accessible here nftbooks.info.
- 16.3. You acknowledge and agree that our Privacy Policy may be amended by us from time to time without your consent or notice to you, and thus it is advisable that you check the Website regularly to ensure that you are aware of our current Privacy Policy.
- 16.4. You agree to provide us such information as may be requested by us in order for us to provide the Services to you, and consent to us collecting, storing, using and disclosing such information in accordance with our Privacy Policy.
- 16.5. You also authorise us to collect, store, use and disclose information about you or any other person that is maintained by a third party, in accordance with our Privacy Policy.
- 16.6. You confirm that you have the necessary authority to provide any personal information about you or any other person that is provided by you to us in connection with the Services.

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- 17.1. Without limiting any other rights that we may have, we may delay, block or refuse to process a Transaction or any payment or other transaction without incurring any liability to you if you have failed to comply with the Terms or we know or suspect that the relevant transaction or the application of its proceeds will:
- (a) directly or indirectly involve or relate to unlawful or fraudulent activity or proceeds of crime;
 - (b) breach, or cause us to breach, any laws or regulations (including those relating to anti-money laundering, counter-terrorism financing or sanctions) or any directive, requirement, order or policy of a governmental, regulatory or law enforcement authority or a court in any applicable jurisdiction (including any sanctions); or
 - (c) allow the imposition of any penalty on us under any such law or regulation,
- including, for example, where we know or suspect that the relevant transaction or the application of its proceeds involves or relates to any entity or activity the subject of any applicable sanctions of any jurisdiction binding on us. We may, but are not obliged to, notify you of the reason for our decision to delay, block or refuse to process the relevant transaction.
- 17.2. You must do anything (including providing any information) requested by us, and authorise us to do anything, in order for us to comply with all applicable laws or regulations (including those relating to anti-money laundering, counter-terrorism financing or sanctions) or any request, directive, order or policy of a governmental, regulatory or law enforcement authority or a court in any applicable jurisdiction.

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 - (d) use any robot, spider, scraper or other automated devices to access the Website or any other Services.
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- 21.2. Disputes with NFTBooks
- (a) You agree that if any dispute arises between you and us, you will first enter into good faith discussions with us with a view to resolving the dispute as soon as possible within 30 business days after you have notified us of the dispute in writing.
 - (b) If you wish to raise a dispute or submit a complaint to us, you should do so by contacting us via email at support@nftbooks.info.
 - (c) We:
 - (i) will endeavour to acknowledge receipt of all complaints as soon as reasonably practicable within 5 business days and provide an initial response to all complaints within 10 business days of receipt of the complaint; and

- (ii) aim to resolve all complaints within 30 business days of receipt of the complaint, and failing to do so, we will explain to you the reason for the delay and advise you when we expect to resolve the complaint.
- (d) You agree to provide us with all reasonable assistance to resolve any complaint or dispute, including, for example, providing any additional documentation, promptly at our request.

22. NOTIFICATION

- 22.1. All notice, request and other communication to NFTBooks must be in English.
- 22.2. You may contact us at support@nftbooks.info.
- 22.3. We may send any notice, request, demand or other communication to your email address last notified to us and any such communication will be taken to have been received by you on the day that we send it unless we have received a notice of failure of delivery to you.

23. AMENDMENTS

- 23.1. We may amend, supplement or replace the Terms in whole or in part from time to time without your consent or prior notice to you. Unless otherwise advised by NFTBooks, any such amendment, supplement or replacement will be taken to be immediately effective when it is published on the Website.
- 23.2. We may, without your consent or any prior notice, obligation or liability to you, change or improve any of the Services or Materials from time to time, including, for example, updating, modifying or removing certain features or functionalities.
- 23.3. In providing the Services, we may use third party products and services. We make no warranty or assurance whatsoever that any such products or services will continue to be used in the future.

24. GENERAL

- 24.1. The Terms and all agreements contemplated by the Terms are governed by and to be construed in accordance with the laws of New South Wales, Australia. You agree to submit irrevocably to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 24.2. References to “business day” in the Terms are to a day that is not a Saturday, Sunday or public or banking holiday in Sydney, Australia and, in relation to any performance or action that needs to be taken or occur in another place, that place.
- 24.3. We have no duty or obligation whatsoever to any person who is not a Creator having a Creator Account or a Collector involved in a Transaction.
- 24.4. We need not incur an expense or make a payment before enforcing an indemnity under the Terms. Each such indemnity is separate and independent of your other obligations, is absolute, irrevocable, unconditional and payable on demand and continues despite any termination of the agreement between you and us, or anything else.

- 24.5. You agree that we may use any service providers, subcontractors and/or agents on such terms as we consider appropriate in our discretion.
- 24.6. No failure or delay by us in exercising a right, power or remedy operates as a waiver.
- 24.7. A provision of the Terms that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of the Terms in any jurisdiction.
- 24.8. To the full extent permitted by law, the Terms prevail to the extent of inconsistency with any present or future law or regulations operating to affect any rights or obligations under the Terms or their effectiveness is excluded.