

BPL PLATFORM TERMS & CONDITIONS

1. Interpretation

“**BPL**” / “**we**” / “**us**” means Beampluslab Ltd.;

“**BPL Parties**” means our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees;

“**Digital Collectible**” means NFTs provided by BPL;

“**NFT**” means nonfungible token;

“**Platform**” means any access or use of the website at [...], [...] and any other web site, mobile application, marketplace or application program interface operated or made available by BPL;

“**Related Content**” means digital works of authorship or other content, whether or not copyrighted or copyrightable, and regardless of the format in which any of the foregoing is made available;

“**Services**” means any services provided on or through the Platform;

“**Supported Wallet**” means blockchain-based digital wallet; and

“**Supported Wallet Provider**” means third-party unhosted wallet providers;

2. Services and Digital Collectibles

Services as used herein includes any services, features and functionality of the Platform related to the purchase or sale of any blockchain-based, cryptographic nonfungible token which, together with the license rights to any associated Related Content. The terms of your license to the Related Content and other terms applicable to the Digital Collectible will be presented to you at the time of purchase and a link to those terms will be embedded in the Digital Collectible’s metadata.

Additionally, certain Services may be made available exclusively to the owner of a particular Digital Collectible. You may be required to demonstrate ownership of the applicable Digital Collectible in order to access these Services. Without limiting any other right to terminate or suspend Services under these Terms, we may terminate your access or use of these Services in the event that you transfer the applicable Digital Collectible to someone else.

3. Eligibility

In order to use our Services, you must meet the following eligibility criteria:

You must not be located in a country that is subject to any embargo by any government, or that has been designated by any government as a "terrorist supporting" country.

You must not be listed on any government's list of prohibited or restricted parties.

You must be at least 18 years of age. If you are under 18 years of age (or the age of legal majority where you live), you may use our Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Services. If you use our Services on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, both you and the person or entity agree to be responsible to us.

4. Purchases of Digital Collectibles

We do not offer a hosted digital wallet on the Platform or otherwise custody Digital Collectibles for our users. You will be required to link a Supported Wallet provided by Supported Wallet Provider to the Platform before you will be able to purchase a Digital Collectible. We will deliver any Digital Collectibles that you purchase from us directly to your Supported Wallet and you will be responsible for safekeeping the passwords and keys associated with your Supported Wallet. We will not be able to recover purchased Digital Collectibles for you in the event that you lose access to your Supported Wallet account or under any other circumstances.

Each Supported Wallet Provider is a third-party company that offers unhosted digital wallet products and services. We are not in any way affiliated or partnered with Supported Wallet Providers. Your use of each Supported Wallet Provider's products and services is subject to its applicable terms of service. We will not be liable to you for any loss that results from your use of a Supported Wallet Provider's products and services, including Supported Wallets.

We currently only accept payments in the supported cryptocurrencies which will be listed on our official website. You cannot maintain a balance of cryptocurrency with us for purposes of making purchases through our Services. You must link your Supported Wallet to the Services and use a supported type of cryptocurrency from your Supported Wallet to complete your purchase.

All pricing and payment terms are as set forth on the Platform, and any payment obligations you incur are binding at the time of purchase. All sales are final. Unless otherwise required by applicable law, we will not provide a refund on any purchase.

YOU REPRESENT AND WARRANT THAT ANY PURCHASE OF A DIGITAL COLLECTIBLE BY YOU IS SOLELY FOR YOUR PERSONAL COLLECTION, USE AND ENJOYMENT, AND NOT FOR SPECULATIVE OR INVESTMENT PURPOSES, FOR USE AS A SUBSTITUTE FOR CURRENCY OR OTHER MEDIUM OF EXCHANGE, OR FOR RESALE OR REDISTRIBUTION. YOU

ACKNOWLEDGE AND UNDERSTAND THAT BY PURCHASING A DIGITAL COLLECTIBLE YOU ARE NOT ACQUIRING ANY EQUITY, VOTING RIGHTS ON THE MANAGEMENT OF THE AFFAIRS IN CONNECTION WITH ANY CRYPTOGRAPHICALLY SECURED DIGITAL REPRESENTATION OF VALUE OR OTHER OWNERSHIP OR PROFIT-SHARING INTEREST IN BPL, OR ANY OF ITS AFFILIATES OR ANY BRAND OR OTHER BUSINESS VENTURE.

YOU WILL NOT PORTRAY ANY DIGITAL COLLECTIBLE AS AN OPPORTUNITY TO GAIN ECONOMIC BENEFIT OR PROFIT, OR AS AN INVESTMENT, EQUITY, OR OTHER OWNERSHIP OR PROFIT-SHARING INTEREST IN BPL, OR ANY OF ITS AFFILIATES OR ANY BRAND OR OTHER BUSINESS VENTURE. YOU WILL COMPLY WITH ANY MARKETING POLICIES OR GUIDELINES PUBLISHED BY BPL FOR NFTS OR DIGITAL COLLECTIBLES.

LEGISLATIVE OR REGULATORY CHANGES AT LOCAL OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, OR EXCHANGE OF THE DIGITAL COLLECTIBLES.

5. Suspension of Account

We have the right to immediately suspend your account, pause or cancel your access to our Services, or close your account if we suspect, in our sole discretion, that:

Your account is being used for money laundering, to evade sanctions or to engage in illegal activity;

You have concealed or provided false identification information or other details,

You have engaged in fraudulent activity; or

You have engaged in transactions in violation of these Terms and Conditions.

6. License to Services and Ownership

Our Services, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by BPL or our licensors and are protected under both Hong Kong and foreign laws. Except as explicitly stated in these Terms and Conditions, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms and Conditions, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Services for your own personal, non-commercial use. Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

7. Related Content

Each Digital Collectible is a limited-edition digital asset comprised of an NFT and associated Related Content. Related Content is licensed to you, not acquired by you when you acquire the NFT. Ownership of any Related Content is retained by BPL or the third party that developed or acquired ownership of the Related Content. No ownership or title in or to any Related Content is transferred to you, and no other right or interest in any Related Content is transferred to you. For clarification, the

Related Content is neither stored nor embedded in the Digital Collectible, but is accessible through the Digital Collectible, subject to compliance with these Terms and the Digital Collectible Terms.

You will not, attempt to, or permit or enable any third party to: (a) separate the Related Content from the Digital Collectible; (b) modify the Related Content, unless expressly permitted to do so by BPL; (c) register or attempt to register any trademark or copyright or otherwise acquire additional intellectual property rights in or to any Related Content; (d) use any Related Content to create, endorse, support, promote or condone any content, material or speech that is defamatory, obscene, pornographic, indecent, abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory or otherwise objectionable or inappropriate as determined by BPL at its discretion; (e) commercialize the Related Content or use the Related Content in connection with any business, message, product, or service, or in any manner that may imply endorsement of any business, message, product, or service; (f) use the Related Content in any manner that is likely to cause confusion or dilute, blur, or tarnish the Related Content or any intellectual property rights in the Related Content; or (g) use the Related Content in any manner that infringes, violates or misappropriates any third party intellectual property or intellectual property right, or that violates the these Terms and Conditions.

BPL and its developers, as well as their affiliates, licensors and designee(s), may be entitled to receive transfer or other fees or royalties from your purchase or subsequent sales of a Digital Collectible, which defray costs associated with licensing the Related Content, administration of the Digital Collectible ownership and corresponding license rights.

8. Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Services. You will not:

use or attempt to use another user's account without authorization from that user and BPL;

impersonate or otherwise misrepresent your affiliation with a person or entity;

sell, resell or commercially use our Services;

copy, reproduce, distribute, publicly perform or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;

modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;

use our Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;

reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;

attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;

use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Services;

develop or use any applications that interact with our Services without our prior written consent; or

use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Enforcement of this clause is solely at BPL's discretion, and failure to enforce this clause in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this clause 10 does not create any private right of action on the part of any third party or any reasonable expectation that our Services will not contain any content that is prohibited by such rules.

9. Trademarks

BPL and our logos, our product or service names, our slogans and the look and feel of our Services are trademarks of BPL and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

10. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless BPL and BPL Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs arising out of or related to:

Your access to or use of our Services (including, without limitation, Digital Collectibles and Related Content);

Your violation of these Terms and Conditions;

Your violation, misappropriation or infringement of any intellectual property, privacy, or other rights of another; or

Your conduct in connection with our Services. You will cooperate with BPL Parties in defending such any such claims and pay all fees, costs and expenses associated with defending such claims (including, but not limited to, legal fees). BPL Parties will have control of the defence or settlement, at BPL's sole option, of any third-party claims.

11. Disclaimers

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. EXCEPT AS OTHERWISE PROVIDED IN A WRITING BY US, THE SERVICES AND ANY CONTENT IN THE SERVICES, AND ANY AND ALL RELATED CONTENT, THIRD-PARTY CONTENT, BENEFIT AND DIGITAL COLLECTIBLE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, BPL DOES NOT REPRESENT OR WARRANT THAT OUR SERVICES, RELATED CONTENT, THIRD-PARTY CONTENT, BENEFITS OR ANY DIGITAL COLLECTIBLES ARE

ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE BPL ATTEMPTS TO MAKE YOUR USE OF OUR SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF OUR SERVICES. BPL WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY ACCESS TO OR USE OF ANY RELATED CONTENT, THIRD-PARTY CONTENT, BENEFIT OR DIGITAL COLLECTIBLE INCLUDING BUT NOT LIMITED TO ANY LOSS, DAMAGE OR CLAIM ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR APPLICABLE BLOCKCHAIN.

THE DIGITAL COLLECTIBLES ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN NETWORK. ANY TRANSFER OF CONTROL THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE APPLICABLE BLOCKCHAIN NETWORK.

The Digital Collectibles are currently available only on the Ethereum blockchain. You will not be able to transfer your Digital Collectibles to any digital wallet that is not compatible with the Ethereum blockchain. In the event that you inadvertently transfer a Digital Collectible to a digital wallet that is not compatible with the Ethereum blockchain, your Digital Collectible may be lost or destroyed.

The Digital Collectibles are transferable blockchain-based non-fungible tokens that evidence a limited license to Related Content that is exclusive to the owner and thereby collectible as a form of alienable digital object. Like physical collectibles, the price of non-fungible tokens may be subject to fluctuation based upon broader industry trends and sentiment. Legislative and regulatory changes or actions at local or international level may adversely affect the use, transfer, exchange, and value of non-fungible tokens. **UNLIKE CRYPTOCURRENCIES AND OTHER FUNGIBLE DIGITAL ASSETS, NON-FUNGIBLE TOKENS ARE NOT USED TO MAKE PAYMENTS. NON-FUNGIBLE TOKENS ARE NOT MUTUALLY INTERCHANGEABLE AND CANNOT BE DIVIDED INTO SMALLER PARTS. THESE DESIGN FEATURES LIMIT THE USEFULNESS OF NON-FUNGIBLE TOKENS AS A FORM OF PAYMENT OR SUBSTITUTE FOR CURRENCY. INSTEAD, NON-FUNGIBLE TOKENS ARE ENJOYED AS DIGITAL COLLECTIBLES.**

There is no guaranteed future value for Digital Collectibles. Any future value of a Digital Collectible is based solely on consumer interest and demand for that Digital Collectible. BPL is not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), the applicable blockchain or other third party service or infrastructure, including Supported Wallets and Supported Wallet Providers, or any other features of Digital Collectibles. We are not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the applicable blockchain supporting Digital Collectibles including forks, technical node issues or any other issues having fund losses as a result.

In some cases, BPL integrates directly with third parties, including but not limited to, online merchant platforms, mailing list platforms, and social media platforms. BPL has no control over the uptime and functionality made available through any such integration and as such certain aspects of the Platform could incur an outage outside of BPL's control, and certain aspects of the Platform's functionality could be impacted by changes of features made available through any such integration.

The Platform is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Platform. BPL may experience cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the Platform. You accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold us accountable for any related losses.

You acknowledge that we may retain information collected from you, including but not limited to your name, billing address, shipping address, payment information, email address, Metamask, cryptocurrency wallet address and phone number, for the purposes of keeping appropriate records to ensure remain in compliance at all times with know your client (KYC) and anti-money laundering laws (AML) in the jurisdictions we operate in. Depending on the prevailing laws and regulations, we may from time-to-time require you to provide us or verify additional information and, in such an event, you warrant to provide us or verify such additional information. Further, you also acknowledge that we may share any such information with the relevant governmental authorities to comply with applicable laws and regulations and to fulfill lawful requests or to otherwise protect our rights.

12. Disclaimer of Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BPL AND BPL PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF BPL OR BPL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Dispute Resolution

Any dispute, controversy, difference or claim, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising from these Terms and Conditions and/or your use of our Services shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre its Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be Hong Kong law.

The seat of arbitration shall be Hong Kong.

The number of arbitrators shall be three. The arbitration proceedings shall be conducted in the English language.

14. Governing Law and Venue

Any dispute arising from these Terms and Conditions and your use of our Services will be governed by and construed and enforced in accordance with the laws of Hong

Kong without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

15. Modifying and Terminating our Services

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

16. Severability

If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

BPL PLATFORM PRIVACY POLICY

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from [website] (the “Site”).

PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as “Device Information.”

We collect Device Information using the following technologies:

“Cookies” are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org> .

“Log files” track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.

“Web beacons,” “tags,” and “pixels” are electronic files used to record information about how you browse the Site.

Additionally, when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers, email address, Metamask, cryptocurrency wallet address and phone number. We refer to this information as “Order Information.”

When we talk about “Personal Information” in this Privacy Policy, we are talking both about Device Information and Order Information.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

Communicate with you;

Screen our orders for potential risk or fraud; and

When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and

interact with the Site, and to assess the success of our marketing and advertising campaigns).

SHARING YOUR PERSONAL INFORMATION

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we may use Google Analytics to help us understand how our customers use the Site--you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/> . You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout> .

We may transfer or assign this Privacy Policy and any Personal Information to a third party entity in connection with a merger, acquisition, consolidation, restructuring, the sale of substantially all of our shares and/or assets, in connection with bankruptcy proceedings, reorganization, or other change of control events.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to search warrant(s) or other lawful request for information we receive, or to otherwise protect our rights.

BEHAVIOURAL ADVERTISING

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work> .

You can opt out of targeted advertising by:

ACEBOOK - <https://www.facebook.com/settings/?tab=ads>

GOOGLE - <https://www.google.com/settings/ads/anonymous>

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/> .

DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

YOUR RIGHTS

You have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above.

DATA RETENTION

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [email address].