

## USER TERMS EARLY ACCESS'S WEBSITE

By using the website [www.EarlyAccessMP.com](http://www.EarlyAccessMP.com) and subsequent webpages related thereto (the "Website"), you hereby agree (i) to become a party to this agreement (the/this "Agreement") and (ii) that your counterparty is **EARLY ACCESS B.V.**, a private company incorporated under the laws of the Netherlands (besloten vennootschap met beperkte aansprakelijkheid), having its statutory seat and registered offices in (1096 BC) Amsterdam, the Netherlands, at the address of Amstelplein 54 (26th floor), registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 84553650 ("Early Access").

### WHAT THESE USER TERMS COVER

This Agreement applies to all visits to and use(s) of the Website and to all information, recommendations and services that Early Access provides to you via the Website (the "Content"). The Content is made (technically) available to and accessible by you by Early Access and/or by a third party designated thereto by Early Access.

### THE CONTENT AND OBLIGATIONS

By using the Website, Early Access will provide the Content to you via the Website. This is exclusively done for your own use, in an orderly manner and according to the standards of reasonableness and fairness.

You realise that using the Content via the Website and (therefore) entering into this Agreement does not give you any rights and/or does not oblige Early Access to (do) anything, except for the actions expressed in this Agreement. More specifically and for the avoidance of doubt: using the Website and (therefore) entering into this Agreement does not give you the right and/or does not oblige Early Access to enter into any further agreement whatsoever and/or to obtain (future) tokens in any form whatsoever.

### TERMS OF USE

By entering into this Agreement, you hereby confirm and warrant to Early Access that you will use and interact with the Content and (via) the Website:

- exclusively for yourself and not (also) for and/or on behalf of anybody else;
- at your own risk and expense;
- in an orderly manner and according to the standards of reasonableness and fairness;
- only if you are over 18 (eighteen) years old;
- only if you are legally permitted under the laws and regulations applicable to you and applicable to this Agreement to do so;
- in a legal and non-fraudulent manner - more specifically: you will only use and/or interact with the Content and via the Website. You will not circumvent the Website and also not use the Content via screen-scraping and/or via any other irregular and/or fraudulent way; and
- not directly via an API, unless approved by Early Access in writing and beforehand and/or via (parts of) an API which is made publicly available for use by Early Access.

In the event that you breach any of the aforementioned confirmations and/or warranties, Early Access is legally entitled, without giving you prior notice thereof, to exclude you from using and interacting with the Website and the Content.

It is envisaged that Early Access will implement a KYC (know your customer) and/or AML (anti money laundering) procedure and accompanying checks applied by her and/or a third party designated thereto by Early Access in the future. This will result in Early Access formally requesting you to complete said KYC and/or AML procedure(s) in order to be allowed to use and interact with the Content. Early Access will inform you thereof in due time and grant you ample opportunity to complete said procedure(s). However, should you fail to successfully complete said procedure(s) - which is to be determined at the sole discretion of Early Access and/or a third party designated by Early Access - Early Access is legally entitled to exclude you from using and interacting with the Website and the Content.

## **LIABILITY**

Early Access, its directors, employees and/or any other (third) party involved with the creation of the Website, the Content and/or (the execution of) this Agreement, cannot be held liable for any damage, however named, resulting from your use of the Website and/or the Content. Early Access, its directors, employees and/or any other (third) party involved with the creation of the Website, the Content and (the execution of) this Agreement, are also not liable for any for any damage, however named, resulting from hacks, soft- and/or hardware malfunctioning, (hardware) system down times, blockchain down times and/or any other soft- and/or hardware related malfunctioning that affects (the functioning of) the Website and/or the Content.

By entering into this Agreement, you hereby agree that you will indemnify Early Access, its directors, its employees and/or any third party involved with (the creation and/or execution of) the Website, the Content and/or this Agreement against (any) third-party claim(s), including but not limited to claims which arise from you entering into and executing this Agreement and/or a breach of any or all rights and/or warranties as described in this Agreement.

## **LINKED SITES**

The Website provides links to external internet sites, such as social media internet sites. Early Access is not liable for the use or content of external sites that link to or from the Website. Early Access's privacy policy does not apply to the collection and processing of your personal data on or via those external sites -said privacy policy is only applicable to the information that is directly provided by you to Early Access on and/or via the Website.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, Early Access is the exclusive owner all rights related to the Website and the Content, including copyrights and other intellectual property rights.

Nothing in (the execution of) this Agreement shall be construed as granting any rights under any patent, copyright and/or other intellectual property right of Early Access.

## **INVALIDITY**

If terms in this Agreement are or become partially invalid, you and Early Access will continue to be bound to the remaining terms. The invalid terms shall be considered as being replaced by terms that are valid and achieve so far as possible the intended effect of the invalid terms, taking into account the content and purpose of this Agreement.

## **FINAL PROVISIONS**

Notwithstanding the provisions in this Agreement, you hereby waive your rights to annul and/or dissolve this Agreement, or cause it to be annulled or dissolved, on any grounds whatsoever, including, but not limited to, pursuant to section 6:265 to section 6:272, and section 6:228 of the Dutch Civil Code (Burgerlijk Wetboek) that relate to the annulment or dissolving of this Agreement on account of an error or to apply to a court of law to annul or dissolve this Agreement. Furthermore, you waive your right to demand this Agreement to be amended on any grounds whatsoever including, but not limited to, pursuant to section 6:230(2) or section 6:258 of the Dutch Civil Code.

This Agreement, the execution thereof, and any non-contractual obligations arising out of or in connection with this Agreement are exclusively governed by and shall be construed in accordance with the laws of the Netherlands.

Any disputes arising out of or in connection with this Agreement, including regarding the existence or validity of this Agreement, the execution thereof, and any non-contractual obligations arising out of or in connection with this Agreement, are subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

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