

TERMS OF USE

NURITOPAIA

<https://nuritopia.io>

These Terms of Use shall govern the use of the services offered by NuriFlex Holdings Inc and NuriFlex World PTE, LTD. (collectively, "Nuriflex") at <https://nuritopia.io>, and any other site or mobile application that may be operated by or for Nuriflex (the "Services"). Please read these Terms of Use before using the Services. Use of the Services constitutes an agreement to all terms and conditions in these Terms of Use. By using the Services you represent, warrant, understand, agree to and accept all terms and conditions contained in these Terms of Use. **If you object to anything in these Terms of Use or [the Privacy Policy](#), do not use the Service.** These Terms of Use are subject to change at any time, effective upon posting through the Services or on the mobile application related to the Services, and your use of the Services after such posting will constitute acceptance by you of such changes.

General Terms

Nuriflex provides a metaverse that offers users ("you", "User" or "Users") a way to authentically forge a social connection in a virtual environment and an opportunity to be rewarded by participating in both real-life and fantastical activities. Users do hereby represent, understand and expressly agree that Nuriflex does not have control over the quality, timing, legality or any other aspect whatsoever of the actions or statements of any Users. All Users do hereby expressly agree not to hold Nuriflex (or Nuriflex's members, managers, directors, agents, assigns, representatives, advertisers or employees) liable for any claims relating to or resulting from any products or services which originated through or is otherwise relating to any content posted on or through the Services or any relationships or other contact initiated through use of the Services and Nuriflex expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

The Services are intended for individual Users only. Registration by a business or for any commercial purposes is strictly prohibited.

Public Areas

At any given time, the Services may contain profiles, email systems, blogs, message boards, applications, postings, chat areas, news groups, forums, communities and/or other message or communication facilities (collectively "Public Areas") that allow a User to communicate with any other User, Users do hereby expressly represent, understand and agree to use such community areas only to send and receive messages and material that are relevant and proper to the applicable forum. Any usage of the Services by any User that Nuriflex finds inappropriate and/or offensive in its sole discretion may result in immediate suspension or

revocation of the privilege to use the Services. Nuriflex reserves the right to revoke or suspend the privilege of any User to use the Services at any time and at its sole discretion whether for any reason or no reason at all.

Users agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful video, audio, topic, name, material or information.
- Use the Services for any purpose which is in violation of local, state, national, or international law.
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- Upload files that contain viruses, corrupted files, or any other similar software or services that may damage the operation of another's computer.
- Advertise or offer to sell any goods or services in a manner that is false, deceptive or misleading or constitutes "bait and switch."
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Impersonate another person or allow any other person or entity to use User's identification to post or view comments.
- Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Services.
- Restrict or inhibit any other User from using and enjoying the Public Areas.

All videos, messages, files, photos, sounds and other materials posted by a User are the sole responsibility of such User. Nuriflex is not responsible for any content made available through the Services. Users may be exposed to offensive, indecent, inaccurate, misleading, or otherwise objectionable material in using the Services. Each User bears all risk associated with the use of such content. Nuriflex does not pre-screen or approve any content provided by Users yet retains the right (but not the obligation) to remove any content from the Services.

Links and Account Information

All Users do hereby agree to be the sole, authorized user of their account, and to be responsible for all use of their account. Nuriflex has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should any user suspect that any unauthorized party may be using their account, User does hereby agree to contact Nuriflex immediately. Links (such as hyperlinks) from Nuriflex to other sites on the Web do not constitute the endorsement by Nuriflex of those sites or their content. User acknowledges that these links are provided as an information service, for reference and convenience only. It is the responsibility of the User to evaluate the content and usefulness of the information obtained from other sites. User acknowledges that Nuriflex does not

control such websites, and is not responsible for their content, and that the existence of such links made available as part of the Services to such websites (including without limitation external websites that are framed by the Services as well as any advertisements displayed in connection therewith) does not mean that Nuriflex endorses any of the material on such websites, or has any association with their operators. Users further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by Nuriflex Terms of Use and Privacy Policy. User agrees that User accesses such third-party websites at User's own risk. Nuriflex expressly disclaims any liability derived from the use and/or viewing of any websites or other material associated with links that may appear on the Services. All Users do hereby agree to hold Nuriflex harmless from any liability that may result from the use of links that may appear on the Services.

COPPA Compliance

The Services are intended for people 18 or older. We have also made an effort to specifically limit the Service's appeal to people of age 18 or older. Nuriflex will not knowingly collect any information from children under the age of 13. You must acknowledge that you are over 13 years old and accept the terms of use during the registration process. Nuriflex takes the Children's Online Privacy Protection Act of 1998 (COPPA) as well as all FTC regulations very seriously, and our policies and procedures are designed to maintain strict compliance with the Rules and Regulations set forth thereunder. That being said, Nuriflex does not assume any responsibility for any misrepresentations regarding the age of any User made in connection with any User's registration for or use of the Services. We reserve our right to terminate without notice the membership of any User if we believe that the User has provided any false information to us when registering for or using the Services.

Release

In the event that you have a dispute with one or more Users, you hereby forever release and hold Nuriflex (and our officers, managers, directors, members, agents, investors, subsidiaries, and employees) harmless from all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Billing Policy

User agrees to provide such information as required by Nuriflex in order to process the payments for goods and/or services made available as part of the Services (including personal and credit card information and crypto-currency wallet information). While Nuriflex will use reasonable commercial efforts to ensure the privacy of all personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties. User does hereby agree to hold Nuriflex harmless for any damages that may result therefrom. The User consents to Nuriflex's

reporting of enrollment information to such governmental agencies as may be required by law.

Information Provided by Users

Users are responsible for providing accurate, timely and complete information to Nuriflex in connection with their registration for and use of the Services. Nuriflex is not responsible for any claims relating to any inaccurate, untimely, or incomplete information provided to us. Users represent and warrant that they are the owner or a licensee or otherwise have the right to provide any information or materials (including pre-existing materials) that they post or transmit for use in Public Areas. Users hereby grant Nuriflex an irrevocable, royalty-free, perpetual, non-exclusive worldwide license to use, copy, display, modify, edit, create derivative works from and distribute any information or materials they post in Public Areas.

Your Information

"Your Information" is defined as any information you provide to us or other Users through the Services. You are solely responsible for your Information, and we act as a passive conduit for your online distribution and publication of Your Information. With respect to your Information, you hereby represent and warrant to Nuriflex that your Information (or any items or contents listed therein): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) shall not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) shall not be obscene or contain child pornography or be harmful to minors; (g) shall not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for Nuriflex or cause Nuriflex to lose (in whole or in part) the services of our ISPs or other partners or suppliers. Solely to enable Nuriflex to use the information you supply us with, so we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity rights, and any other rights you have in your Information, in any media now known or not currently known. Nuriflex will only use your Information in accordance with our Privacy Policy.

No Liability

Users agree not to hold Nuriflex, Nuriflex's agents and employees, officers, directors, corporate partners, or participants liable for (i) any advice or services delivered which originated through the Services or otherwise were provided by a User or (ii) for any content posted on the Services by any User. Users release Nuriflex and its agents,

officers, directors, corporate partners, and employees from claims, demands and damages (actual or consequential) of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected with any such disputes.

Indemnification

By agreeing to the terms of these Terms of Use, Users agree to indemnify, defend, and hold harmless Nuriflex, its directors, managers, officers, members, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates (collectively referred to herein as "Nuriflex Parties") from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred by Nuriflex Parties and affiliates in connection with any claim by a third party (including, but not limited to, an intellectual property claim) arising out of (i) materials and content Users submit, post or transmit through the Services, or (ii) use of the Services in violation of these Terms of Use or in violation of any applicable law. Users further agree that they will cooperate as reasonably required in the defense of such claims. Nuriflex Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and Users shall not, in any event, settle any claim or matter without the written consent of the Nuriflex Parties. Users further agree to hold harmless the Nuriflex Parties and affiliates, from any claim arising from a third party's use of information or materials of any kind that they transmit through or post on the Services.

Effectiveness; Termination

These Terms of Use will become effective immediately upon any use by any User of the Services. Nuriflex may terminate a User's membership in the Services by providing the affected User or Users with written or email notice of such termination, which shall be effective immediately upon delivery of such notice to the User or Users. Furthermore, Nuriflex may terminate a User's membership in the Service immediately for any breach of these Terms of Use or any applicable policy of Nuriflex as posted on the Services from time to time. All decisions regarding the termination of accounts shall be made in the sole discretion of Nuriflex. Nuriflex is not required to provide any User with notice prior to terminating the User's membership and/or subscription. Nuriflex is not required to disclose, and may be prohibited from disclosing, a reason for the termination of the User's account. Even after the User's membership or subscription is terminated, these Terms of Use will remain enforceable against such terminated User. All terms that by their nature may survive termination of these Terms of Use shall be deemed to survive such termination.

Intellectual Property Rights

Each User agrees and acknowledges that all video, messages, postings, files, images, photos, sounds or materials posted on, linked from or transmitted through the Services by any User are the sole responsibility of such User and such User is the owner of such content and has the authority to post all such material to the Services. Notwithstanding the foregoing, all text, graphics, editorial content, data, formatting, graphs, designs, HTML,

look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") on the Services that is provided by Nuriflex is owned by Nuriflex or is used with permission. This Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Nuriflex owns all Proprietary Material as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. Except as expressly provided in the Terms of Use, Users may not copy, download, use redesign, reconfigure, or retransmit anything from the Services without Nuriflex's prior express written permission. Furthermore, Users are not allowed to post or distribute any material that they do not own, or which they do not have permission to use. Violation of this policy may result in copyright, trademark or other intellectual property rights violations and liability, and subject Users to termination from the use of the Services or civil or criminal penalties. In addition, the Services contain material protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Nuriflex and/or the relevant right holder.

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Privacy

Nuriflex's Privacy Policy, as modified by Nuriflex from time to time, shall govern any disclosure or use of User's personal information. By using the Services, you do hereby represent, understand and agree that you have reviewed and agree to those terms.

Copyright Complaints and Copyright Agent

Nuriflex respects the intellectual property of others, and asks Users to do the same. Nuriflex is in compliance with the Digital Millennium Copyright Act. In order to protect intellectual property from misuse, Nuriflex asks Users to help us. If Users believe, in good faith, that any materials on the Services infringe upon Users' copyrights, please provide Nuriflex's Copyright Agent with the following information:

1. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest; 2. A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Services where the material you claim is infringed is located. Include enough information to allow Nuriflex to locate the material, and explain

why you think an infringement has taken place; 3. A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published; 4. Your address, telephone number, and e-mail address; 5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law. 6. A statement by you, made under penalty of perjury, that the information in your Notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Nuriflex's Copyright Agent for Notice of Claims of Copyright Infringement can be reached at info@nuri.ca. Nuriflex will terminate access to the Services of those who engage in repeated acts of infringement.

Limited License

Nuriflex grants Users a nonexclusive, revocable right to use the Services provided that Users do not (i) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, (ii) modify or attempt to modify the Services in any manner or form, or (iii) violate any term in these Terms of Use.

Modifications to the Services

Nuriflex reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information on the Services with or without notice to the User. Users have the same rights with regard to their self-generated content on the Services. Users agree that Nuriflex shall not be liable to User or any third party for any modification or discontinuance of the Services.

User account, password and security

Users are responsible for maintaining the confidentiality of any password and account number provided by themselves or Nuriflex for accessing the Services, and are fully responsible for all activities that occur under User's password or account. User agrees to immediately notify Nuriflex of any unauthorized use of Users' password or account or any other breach of security.

No Agency

Users are not legally affiliated with Nuriflex in any way by virtue of their membership or usage of the Services and no independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms of Use. Nuriflex is not an employment service and does not serve as an employer of any User that may use the Services. Nuritopia is only a venue for connecting Users. As such, Nuriflex expressly disclaims any liability that may arise between Users of the Services or between a User and any third party.

Disclaimer of Warranties

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Limitation of Liability

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Arbitration

Any controversy or claim arising out of or relating to an alleged breach of these Terms of Use or the operation of the Services shall be settled by binding arbitration before a single arbitrator. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in British Columbia, Canada, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Nuriflex may seek any interim or preliminary relief from a court of competent jurisdiction in British Columbia, Canada, necessary to protect the rights of property for you or Nuriflex pending the completion of arbitration.

General Provisions

Failure by Nuriflex to enforce any provision(s) of these Terms of Use shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Services, shall be governed by and construed in accordance with the laws of British Columbia, Canada, without regard to its conflict of laws rules. Any controversy or claim that is not subject to the Arbitration provision set forth in these Terms of Use, other than action for a specific performance or for injunctive relief brought by Nuriflex, shall be exclusively brought in the federal, state, or local courts located in British Columbia, Canada; and, with regard to such claims and disputes, Users hereby irrevocably (i) submit to the exercise of personal jurisdiction over them by these courts, and (ii) waive any jurisdictional, venue or inconvenient forum objections to such courts. These Terms of Use constitute the entire agreement between Users and Nuriflex with respect to the Services. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of Nuriflex, its successors and assigns.

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