

ROYALTY TERMS OF SERVICE

Please read these Royalty Terms of Service (“**these Terms**”) carefully before accepting them. By accepting these Terms, you also accept other terms and policies incorporated herein by reference.

These Terms are available electronically via your Personal Account on the Royalty platform (“**Platform**”).

These Terms were last updated on March 1, 2024.

“**User**” (or “**you**”) is (are) the customer of the Platform’s services. By accepting these Terms, (a) you acknowledge you are at least 18 years old at the time of your acceptance hereof, you have the legal capacity in your country of residence, and you are not subject to any restrictions or prohibitions, whether contractual or other, regarding your right and authority to enter into agreements; and (b) if you use the services on behalf of a company, you acknowledge that you have the necessary rights and authority to do so and that the company has agreed to these Terms.

REST & VEST LLC (“**Company**”) provides the Platform’s services to you. The Company acts in compliance with the laws of the United Arab Emirates and has its registered office at Shams Business Center, Sharjah Media City (Shams), Al Messaned, Sharjah, United Arab Emirates, PO Box 9380.

The User and the Company are hereinafter collectively referred to as the “Parties”.

By creating your Personal Account on the Platform and/or using the Platform’s services, you acknowledge that you have read, understood, and accepted these Terms and any further documents or terms referred to herein. You acknowledge and accept that you undertake to comply with these Terms as may be updated and amended from time to time.

The Company does not provide investment or consultative advice of any kind, and no information or communication that the Company provides to you and/or that is available on the Platform is or should be regarded as advice of any kind. The Company is not responsible for your decisions to buy or sell a Right to the Creator’s Income that are based on information provided by the Company and/or available on the Platform, including any losses you may incur as a result of such decisions.

The Company does not provide the Platform Services to individuals who are citizens or residents of and/or located in the Russian Federation, Belarus, the Democratic People’s Republic of Korea, Iran, and Myanmar.

Subject to the requirements of the laws of the United States of America, the Company does not provide the Platform Services to individuals who are citizens or residents of and/or located in the United States of America.

1. Terms and definitions

- 1.1. “**User**” means a person registered on the Platform (namely, the Creator, Buyer, or Seller).
- 1.2. “**Buyer**” means the User who buys the Rights to the Creator’s Income on the Platform.
- 1.3. “**Seller**” means the User who sells the Rights to the Creator’s Income on the Platform. The Seller may be the Creator or another person who has bought the Rights to the Creator’s Income.

- 1.4. **“Creator”** means a person who owns the Content and whose Rights to Income are offered for sale on the Platform.
- 1.5. **“Creator’s Income”** means the Creator’s income from monetizing the Content on the Monetization Platform through advertising or otherwise that is payable to the Creator, less any amounts due to the CMSP (Content Management Service Provider, a multi-channel network to which the Creator’s Channel is connected) under the terms of cooperation between the Creator and the CMSP.
- 1.6. **“Creator’s Channel”** means a channel, page, or account of the Creator on the Monetization Platform where the Creator’s Content is posted.
- 1.7. **“Rights to the Creator’s Income”** means the rights to claim part of the Creator’s Income.
- 1.8. **“Content”** means copyrights and related rights, including audiovisual, written, and graphic works, images, album covers, and other works, phonograms, videograms, compositions, music recordings, and related metadata and materials.
- 1.9. **“Monetization Platform”** means YouTube and/or other platforms where the Creator’s Content is monetized.
- 1.10. **“Fee”** means the Seller’s fee for transferring a Right to the Creator’s Income to the Buyer.

2. Platform Services

- 2.1. In accordance with these Terms, the Company provides the User access to the Platform Services.
- 2.2. The Platform Services (**“Platform Services”**) include, but are not limited to, the following:
 - 2.2.1. setting up the User’s personal account (**“Personal Account”**);
 - 2.2.2. digital media (Content) advertising services on the Platform;
 - 2.2.3. managing digital media (Content) information on the Platform;
 - 2.2.4. providing access to analytical data on digital media (Content) on the Platform;
 - 2.2.5. providing the Platform’s functionality to enter into transactions for the purchase and sale of a Right to the Creator’s Income;
 - 2.2.6. providing the functionality required for making payments;
 - 2.2.7. keeping record and control of payments to holders of the Rights to the Creator’s Income.
- 2.3. The User pays the Company for the Platform Services hereunder.
- 2.4. The User agrees that payment services may be performed by third-party providers in accordance with the terms of those providers.

- 2.5. The terms of the Company's services may be detailed in the User's Personal Account.
- 2.6. By using the Platform Services, the User acknowledges the accuracy of the data he/she has provided. The Company may request supporting documents. If the User fails to provide relevant supporting documents and/or provides invalid documents or information, the Company may block the User's Personal Account and terminate the services.
- 2.7. The Company may, at any time, suspend a transaction, block the User's funds, and/or block the User's Personal Account if it becomes necessary to verify data for conducting transactions and/or verify documents and/or other information provided by the User, for the period of such verification.
- 2.8. The Company may, at any time, suspend a transaction, block the User's funds, and/or block the User's Personal Account and terminate the services if it reveals a violation hereof and/or suspicious or dangerous activity that may harm other Users and/or breach the security of the Platform and/or at the request of competent government authorities.
- 2.9. The Company may block certain IP addresses if it reveals a violation hereof and/or suspicious or dangerous activity that may harm other Users and/or breach the security of the Platform.

3. Royalty Token(s)

- 3.1. The Rights to the Creator's Income offered for sale on the Platform, including the information about the digital media (Content) associated with the Rights to the Creator's Income being sold, are visually displayed as a Royalty Token(s).
- 3.2. **"Royalty Token(s)"** means a symbolic visual representation of the Rights to the Creator's Income posted on the Platform and of the relevant terms under which the Rights to the Creator's Income can be acquired, including, without limitation, the share in the Creator's Income that the Buyer can purchase and the period during which the Buyer will receive the share in the Creator's Income.
- 3.3. Royalty Tokens created and posted on the Platform are not securities, crypto tokens, or other digital assets, but are only a symbolic visual representation of the Rights to the Creator's Income offered for sale. The Platform uses state-of-the-art blockchain technology and creates Royalty Tokens solely for transparency for all users of the Platform, easier record-keeping, and more convenient display of information on the Platform. Royalty Tokens cannot be moved, saved, exchanged, sold, etc. beyond the Platform.
- 3.4. The Seller places and opens for sale on the Platform the Rights to the Creator's Income, which are displayed on the Platform as corresponding Royalty Tokens. The Seller independently decides what Rights to the Creator's Income and under what terms they can be sold on the Platform, including, without limitation, the amount of the Fee.

- 3.5. The Buyer selects the Rights to the Creator's Income on the Platform, which are displayed on the Platform as corresponding Royalty Tokens among the options offered by Sellers, and independently decides to purchase a Right to the Creator's Income in accordance with the terms determined by Sellers on the Platform.

4. Rules for concluding Transactions on the Platform

- 4.1. **"Transaction"** means a transaction for the purchase and sale of a Right to the Creator's Income.
- 4.2. Transactions are concluded using the Platform's functionality, in accordance with the [Royalty Terms of Purchase](#).
- 4.3. A Right to the Creator's Income is sold on the Platform on behalf of the Company. The Company may sell the Rights to the Creator's Income as a commission agent acting in the interests of the holder of a Right to the Creator's Income or as the holder of a Right to the Creator's Income.

5. Commission fees of the Platform and payments

- 5.1. The User takes advantage of the functionality available on the Platform to receive the Fee in accordance with these Terms and the [Royalty Terms of Purchase](#).
- 5.2. The User who has purchased the Rights to the Creator's Income receives the Creator's Income through the Platform's functionality under the respective terms and for the period for which the User has purchased the Rights to the Creator's Income.
- 5.3. The User authorizes the Company to receive from the CMSP the Creator's Income the right to which the User has purchased.
- 5.4. Funds received by the Company from the CMSP for the User as well as funds received by the Company from the User to conclude Transactions are reflected in the User's balance in the User's Personal Account on the Platform.
- 5.5. Funds received by the Company in favor of the User are shown as a US dollar balance in the User's Personal Account on the Platform.
- 5.6. To receive the funds to his/her account, the User selects the payment method in the Personal Account and specifies the payment details.
- 5.7. The Platform may use third-party payment service providers to conduct transactions and make payments.
- 5.8. The User pays by himself/herself and at his/her own cost the commission fees of the third-party payment service providers selected by the User.
- 5.9. The User undertakes to pay the Company the following commission fees for using the Platform Services ("**Commission Fees**"):

- 5.9.1. The Platform's Commission Fee for providing the User with the functionality to enter into Transactions in accordance with the [Royalty Terms of Purchase](#);
 - 5.9.2. The Platform's Commission Fee for providing record-keeping services to the User and showing funds received from the User for concluding Transactions on the User's balance, at a rate from 3% to 1,5% of the amount the Company has received from the User unless otherwise specified in the Personal Account and/or on the Platform;
 - 5.9.3. The Platform's Commission Fee for providing payment tracking services to the User, at a rate of 3,5% of the amount the User has received according to the payment details specified by the User unless otherwise specified in the Personal Account and/or on the Platform.
- 5.10. The User's obligation to pay the Commission Fees is deemed fulfilled as soon as the funds are credited to the Company's bank account.
 - 5.11. The Parties may agree on further terms regarding payments and Commission Fees in the User's Personal Account.
 - 5.12. Each Party pays by itself any taxes that become payable by it in connection with earning the income.

6. Warranties and liability

- 6.1. Either Party warrants that it will not take any actions that would impair the other Party's business reputation.
- 6.2. In using the Platform, you undertake and warrant that you will (a) provide accurate, up-to-date, and complete information that may be requested in the Personal Account; (b) maintain confidentiality and security of your password and prevent unauthorized access by third parties to your password, email, and phone; (c) maintain up-to-date, accurate, and complete registration data and other information provided by you in the Personal Account and update it promptly in the Personal Account upon any changes to the data; (d) assume all risks of unauthorized access to the registration data and any other information provided by you in the Personal Account; and (e) be liable for all actions taken through your Personal Account.
- 6.3. The Company warrants to Users that it will fulfill its obligations to keep record of, distribute, and pay funds received by the Company from the CMSP hereunder.
- 6.4. The Company is not liable for third parties' actions and/or omissions resulting in the Company being unable to perform its obligations or in any unsatisfactory outcomes.
- 6.5. At the request of the Company, you must provide your personal identification documents or legal entity registration documents and other information to verify your data.

- 6.6. Under no circumstances will the Company be liable to you for any claims in relation to (a) reimbursement of indirect (consequential) damages, (b) compensation for lost profits and lost income, or (c) reimbursement of penalties incurred.

7. Disclaimer. Exemption from liability

- 7.1. The Company does not warrant that purchasing a Right to the Creator's Income will result in any particular rate of income or any income at all. The User understands and accepts that buying and selling the Rights to the Creator's Income is a risky activity. The User understands and accepts that the income from monetizing the Content is volatile and depends on many factors beyond the control of the Creator and the Company.
- 7.2. The User understands and accepts that the Company bears no responsibility for the actions or omissions of the Creator and/or Monetization Platforms that affect the availability and rate of income from monetizing the Content, including, but not limited to, taking down and removing the Content from the Channel, access restrictions to the Content and/or Channel, unlinking the Channel from CMSP, disconnection or blocking of monetization of the Content and/or Channel, etc.
- 7.3. The User understands and accepts that the income from monetizing the Content depends on constant changes in the popularity and view frequency of the Content, which cannot be predicted in advance, and that the view frequency of the Content changes rapidly.
- 7.4. The User understands and accepts that the Company is not liable for any errors or failures in the operation of software, blockchain, and/or other technology that may directly or indirectly affect the functionality or operation of the Platform and the performance of the Company's obligations.
- 7.5. The User understands and accepts that the Company does not warrant that the Platform will be available and operate on a continuous, error-free, and secure basis.

8. Term

- 8.1. These Terms become effective upon the acceptance hereof by the User and continue in effect for the period of the User's use of the Platform and performance of the obligations to pay the Commission Fees to the Platform but for no less than the period for which the Rights to the Creator's Income are transferred.
- 8.2. The Parties may terminate these Terms at any time by their mutual agreement in writing.
- 8.3. The Company may unilaterally terminate these Terms at any time by giving you notice via the Personal Account and/or email address specified in the Personal Account.

- 8.4. The Company may amend these Terms at its sole discretion. The Company publishes such amendments on the Platform and gives you notice thereof via the Personal Account and/or email address specified in the Personal Account.

9. Miscellaneous

- 9.1. The User has the right to use the Platform only if this is allowed in the country of his/her citizenship/residence or the country from which the User accesses the Platform. The User is also required to check whether the User is subject to any legal restrictions and/or prohibitions regarding access and use of the Platform. The User is solely responsible for compliance with all laws, restrictions, and prohibitions of the country of citizenship/residence of the User and/or the country from which the User accesses the Platform.
- 9.2. The Company is not responsible for the access to and use of the Platform Services by a person who is a citizen/resident of or accesses the Platform Services from a country in which the use of the Platform Services is prohibited by law or in which any other prohibitions and restrictions on the use of the Platform Services exist.
- 9.3. Depending on the User's citizenship/place of residence, there may be factors that will limit the User in the use of all or part of the Platform Services. The Company reserves the right to restrict the use of the Platform Services in whole or in part for citizens/residents of certain countries.
- 9.4. The User is responsible for ensuring security of and control over all his/her usernames, passwords, two-factor authentication codes, or any other codes or data that the User uses to access the Platform Services. The User is responsible for taking necessary measures against unauthorized access to the User's Personal Account by third parties.
- 9.5. The Company is not responsible for any loss and/or damage caused as a result of any unauthorized access to the User's Personal Account and as a result of the use of the Personal Account by the User or any third party (regardless whether such use was authorized by the User).
- 9.6. The Parties are released from liability for a failure to perform their obligations hereunder in whole or in part if the proper performance is rendered impossible by force-majeure circumstances, including natural disasters, pandemics, hostilities, introduction of a state of emergency, changes in legislation, full or partial unavailability of websites, and other emergency and unavoidable force-majeure circumstances arising after the acceptance of these Terms and confirmed in accordance with the requirements of the applicable law. Documentary evidence is not required where those circumstances are in fact generally known and recognized by both Parties.
- 9.7. The Parties must keep confidential the commercial terms and progress hereof, to the extent not contrary to law, during the term hereof and within a further three (3) years of the expiration hereof.
- 9.8. The Company may provide third parties with information about these Terms to render services to Users and confirm cooperation between the Parties.

- 9.9. The Company may assign all or part of its rights and obligations hereunder to a third party, including by substituting a Party who provides the services.
- 9.10. The Parties undertake to settle by negotiations all disputes arising between them. Any disputes not resolved by negotiations must be referred to a court.
- 9.11. These Terms are governed by, and construed in accordance with, English law. The Parties may have recourse to the courts of England to resolve disputes between them. If under the applicable local law the disputes hereunder may not be referred to the courts of England, the disputes may be considered by the local courts of the Company's country of incorporation under the laws of that country or, if the Parties so agree in writing, by the local courts of the User's country of domicile under the laws of that country.