



TERMS AND CONDITIONS OF USE OF THE PLATFORM

<https://gig.io>

Please read these Terms and Conditions carefully, as well as any other related document, they contain very important information about your rights, obligations, conditions, limitations and exclusions that may apply, which will include the agreements between you and "Gig Dao Corporation", commercially known as "Gig Marketplace", incorporated under the laws of Delaware, with registration number 6836682 and with address at: 256 Chapman Road STE 105-4, Newark, New Castle, Z.C. 19702GIG, in the provision of the Services indicated below.

These terms and conditions are intended to regulate the relationship between GIG Marketplace and you regarding the access and use of the website <http://gig.io/>, including without limitation any other URL that may be designated by the company, media channel, mobile site, as well as any other related tool, (hereinafter "The Site"); the site is owned by GIG Marketplace.

By using the Services or browsing the site, you as a natural or legal person (hereinafter "User") agree and acknowledge that the acceptance of these Terms and Conditions has the same legal effect as if you had embodied the physical or digital signature. In an agreement of wills and accepts that your consent will be collected electronically and is bound in accordance with the provisions of these Terms and Conditions. "GIG Marketplace" and the "User" together will be referred to as "The Parties". Therefore, "The Parties" acknowledge and accept the following:

1. DEFINITIONS

For the purposes of these Terms and Conditions, the concepts listed will have the meanings indicated below, except on those occasions in which they are not in accordance with the text:

- **GIG Marketplace:** Company, partnership, or business providing the content on the website under the domain of <https://gig.io/>, including without limitation any other URL that may be designated by the company, media channel, mobile site, as well as any other related tools.
- **Site:** The platform or portal that enables access to the Marketplace <https://gig.io/> including any other URL designated by the company, API, or other related tools.
- **GIG Marketplace Services:** Consists of the development and implementation of technologies whose objective is the intermediation of services through computer applications, Internet page interfaces or any other means of electronic or digital communication, which allow the creation, sale, purchase, collect, auction, display and otherwise transact non-fungible tokens on the Ethereum Blockchain. The site facilitates transactions between the buyer and seller of a non-fungible token, but at no time will we be a party to any agreement between the buyer and seller of NFTs on the Marketplace. Income on the site is generated through commissions and other applicable fees that are visible when you interact with the Marketplace. You are fully responsible for verifying the identity, legitimacy and authenticity of NFTs you purchase from vendors through the Service and we make no representations about the identity, legitimacy, functionality or authenticity of users or NFTs and any content associated with said NFTs, visible on the Services.
- **Non-Custodial:** GIG offers a non-fungible token marketplace, but at no time do we have custody or control over the NFTs or Blockchain you interact with and we do not execute or effect purchases, transfers or sales of NFTs. The User understands and acknowledges that the Smart Contracts do not grant GIG Marketplace custody, possession or control of any NFT or any cryptocurrency in order to facilitate transactions on the Platform. You affirm and acknowledge that GIG Marketplace is a non-custodial service provider and has designed the Platform to be directly accessible to Users without any involvement or action taken by GIG Marketplace or any third party.
- **Delimitation of Services:** GIG Marketplace is not a Wallet, it is not a Financial Institution, Technological Institution of Financial Technology, in terms of the Law to Regulate Financial Technology Institutions, a provider of cryptocurrencies or cryptoactives, nor an exchange institution, broker of securities or creditor. GIG Marketplace provides a peer-to-peer web3 service that helps users discover and directly interact with each other with NFTs provided on the Ethereum Blockchain.
- **User:** The natural or legal person, collector, owner or artist who uses or accesses the Marketplace Services, including without limitation unregistered users.
- **Account:** the registration of a user in our Marketplace in order to access all the services provided, the registration of transactions, and identification information.
- **NFT:** Non-fungible token based and registered on a chain of blocks (Blockchain) using Smart Contracts, which comply with the ERC-721 standard, the ERC-1155 standard or another similar non-fungible token standard. NFTs are intended to be "non-fungible" tokens that represent a single, indivisible, and unrepeatable token, however certain NFTs may be fungible with each other. The NFTs sold through the Gig Marketplace are artistic pieces of original

creation by independent authors, which do not constitute securities or securities, so their price is determined based on their supply and demand.

- **Wallet:** Software application or other mechanism, to maintain, store and transfer crypto assets, we refer to your Blockchain address associated with a third-party wallet (Metamask), by using this Wallet you assume that you are under the terms and conditions of the applicable provider of the purse.
- **Blockchain:** The Ethereum blockchain that provides an immutable ledger of all transactions that occur on it.
- **Commissions:** The rates to which the transactions derived from the Services of the GIG Marketplace site will be subject.

2. CONSENT AND ABILITY TO BE BOUND

By visiting, accessing or using the site, the User declares that they are of legal age and claim to have the legal capacity to be bound and enter into contracts, i) in their own right or ii) through a legal representative, as appropriate. It also confirms that you know, understand the content and scope of these mandatory and binding terms and conditions. By visiting the site you are accepting and agreeing to the terms and conditions described, so if you do not agree with what is established, you are prohibited from accessing, using or making transactions on the site.

3. CODE OF CONDUCT AND STATEMENTS

The user (natural person) accepts, declares and guarantees that:

I) You agree to use the site only for legal, proper purposes, in accordance with any applicable regulations and these Terms and Conditions. II) Provide accurate information about yourself. III) You, by yourself, or through an intermediary, may not allow any third party to send, upload, adapt, distribute or disseminate any illegal, defamatory, harassing, abusive, fraudulent, obscene or objectionable content. IV) You may not carry out any illegal activity that violates or helps to violate any law, statute, ordinance or regulation, administered in any country or that involves any illegal activity. V) You will not upload, adapt or distribute any type of virus, harmful files, or any other element of a malicious, destructive or deceptive nature, that interferes with or hinders the use and enjoyment of the Site or that modifies, damages, interrupts, alters or interfere with the use, functions, features, operation or maintenance of the Site. VI) At no time will you impersonate another person. VII) In no way will there be a place to upload, publish, transmit or make available through the Platform any content that infringes the intellectual property rights of any party. VIII) You agree and agree not to participate directly or indirectly to promote or encourage illegal activities. IX) Nor may you interfere with the access or use of the Platform by another person or entity, in order to defame, abuse, extort, harass, stalking, threatening, or violating or infringing the laws (such as, but not limited to, rights, privacy, publicity, and intellectual property) of others or inciting, threatening, facilitating, promoting, or encouraging hatred, racial intolerance, or violent acts against others, Harvest or collect information from the Platform about others, including without limitation email addresses, without proper consent. X) You may not exploit the Platform for any unauthorized commercial purpose, for example, use the Site to advertise or offer to sell your own goods and services or those of third parties, except for the NFTS in accordance with these Terms and Conditions. XI) You agree not to decipher, decompile, disassemble or reverse engineer any software that you understand or that is in any way part of the Site, it is also not allowed. XII) It is prohibited to remove any notice of copyright, trademark or other property rights contained in the Platform or in any part of it. XIII) You must refrain from displaying any violent or hate-related content or containing any other material, products or services that violate or encourage conduct that violates any applicable law or any third-party rights. XIV) You agree not to use web crawlers, bots or the like to systematically retrieve data or other content from the Site, in order to create or compile, directly or indirectly, a collection, database or directory without our written permission. XV) You will not use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial purpose. XVI) GIG Marketplace or possible Third Party Services may store the IP address you use to access the site. XVII) GIG Marketplace reserves the right to choose which markets and jurisdictions to carry out its services, as well as the right to restrict or reject, at its sole discretion, the provision of Marketplace services in certain countries or regions.

GIG Marketplace reserves the right to terminate, suspend or restrict access to any account if you violate these terms and conditions and under no circumstances shall GIG Marketplace be liable for any direct or indirect loss, damage or cost suffered by you or any other person or entity due to such termination, suspension or restriction of access to any account.

4. USE OF THE SERVICES

You will be able to browse the Platform without prior registration, but to access all the Services and guarantee a better experience, you must create an account at GIG Marketplace. If you choose to register with the marketplace, you represent and warrant that: (i) all registration information you submit will be true, accurate, current, and complete; (ii) you will maintain the accuracy of such information and promptly update such registration information as necessary; (iii) be of legal age in the jurisdiction in which you reside; (iv) you will not access the Site and the Smart Contracts through automated and non-human means, whether through a bot, script or otherwise; (v) that the resources used for the acquisition of NFTS come from lawful sources; and (vi) if you are a creator, that your NFTS or works are original and that they do not infringe third-party intellectual property rights.

a) Account

GIG Marketplace User account names are available on a first-come, first-served basis. Only one username can be assigned to one public Wallet address. Usernames are not the intellectual or personal property of the User. GIG Marketplace reserves the absolute right to remove, modify or change a username associated with a User's wallet address without prior notice for actual or suspected violation of these terms and conditions.

GIG Marketplace may prohibit the taking of usernames and may reserve usernames for future use, especially where there is a possibility that the username may confuse or mislead others. Users who violate this naming policy may be removed or renamed without notice. Attempts to sell, buy, or solicit other forms of payment in exchange for usernames are prohibited and may result in permanent account suspension.

b) Account security

You are responsible for maintaining the confidentiality of your account and password, and are fully responsible for any and all activities that occur under your account or password. You agree that you will not sell, rent, lease, or otherwise grant access to your GIG Marketplace account to anyone without our prior written permission. You agree to immediately notify GIG Marketplace of any breach of security, loss, theft, or unauthorized use of your username, password, or security information, and to ensure that you exit from your account at the end of each session when accessing the Platform. . GIG Marketplace shall not be liable for any loss or damage arising from your failure to comply with this section.

We may ask you to provide additional information and documents in certain circumstances, for example, at the request of any governmental authority, as dictated by any applicable law or regulation, or to investigate a possible violation of these Terms. In such cases, we, at our sole discretion, may block your ability to access the Services until we process such additional information and documents. If you do not provide complete and accurate information in response to such a request, we may refuse to restore your access to the Services.

Your access to and use of the Services may be interrupted from time to time for various reasons, including, but not limited to, equipment malfunction, periodic updating, maintenance or repair of the Services, or other actions that we, in our sole discretion, may choose to improve our services. You also understand and agree that we are granting you a limited, non-transferable, non-exclusive, revocable license to use and access the Services, which we may terminate at any time.

c) Connection to Wallet

The transactions carried out on the site are managed and confirmed through the Ethereum blockchain, therefore, you must connect your GIG Marketplace account to your compatible digital Wallet, that is, you will need the public address of your Wallet or other Wallet extensions or gateways as permitted on the Site. Such digital wallets allow you to buy, store, and engage in transactions using the native Ethereum cryptocurrency

By using your Wallet for the performance of the Services, you agree that you are using that Wallet in accordance with the terms and conditions of the applicable wallet provider. The Wallets are not operated, maintained or affiliated with GIG, and we have no custody or control over the contents of your wallet and we do not have the ability to recover or transfer its contents. We do not accept any liability to you in connection with your use of a wallet and we make no representations or warranties regarding how the Services will work with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover a problem with your wallet, please contact your wallet provider. You agree to notify us immediately if you discover or suspect any security issue related to the Services.

d) Inactive Account

GIG Marketplace has the sole authority to remove or modify inactive users. Users who have not made any transactions on the Marketplace for twelve months may be removed without notice.

e) Account suspension

You agree that GIG Marketplace has the right to immediately suspend your account, pause or terminate your access to the Services, or close your account if we suspect, in our sole discretion, that (1) your account is being used for money laundering or any illegal activity; (2) you have concealed or provided false identification information or other details; (3) has engaged in fraudulent activity; (4) you have acquired NFTs using inappropriate methods (including, without limitation, using stolen funds or payment methods, or attempting to refund your payment while holding or deleting an NFT); (5) you are using, employing or operating bots or other forms of automation and/or multiple accounts to engage in any activity on our Marketplace; or (6) have otherwise acted in violation of these Terms and Conditions.

f) Unclaimed property

If there is no record of activity on our site for several years, we may be required to report your funds as unclaimed property in accordance with applicable laws. If this occurs, we will use reasonable efforts to notify you. If you do not respond within the applicable timeframe, we may be required to turn over such funds to the applicable state or jurisdiction as unclaimed property.

g) Creation of digital collectibles

NFTs must be created and compatible with Ethereum or any other technology used on the Platform. GIG Marketplace reserves the right to reject NFTs that are not compatible with the Platform.

In the event that the NFT has a physical component, the seller user must deliver said physical component to the buyer, at the address and in the terms that have been agreed upon for this purpose, with the understanding that in case of not doing so, it may be canceled. the operation and withhold the amount of the agreed price.

5. COMMUNICATION

You agree and understand that we will communicate with you through electronic means. To ensure that you receive all communications from us, you agree to keep your email address, phone number, or any other means of contact provided up to date, and to notify us if there are any changes. You agree that any notice, agreement, disclosure or other communication delivered to your registered email address or other means of contact satisfies any legal requirement and that such communications will be equivalent to being in writing.

6. USER CONTENT

GIG Marketplace allows users to create a profile where they can post certain information about themselves, link to other websites, and display the NFTs they own. Any Profile and/or Account Information that you post on the Site will be deemed non-confidential. You agree that other users of the Marketplace shall have the right to comment on and/or tag your content and/or use, post, display, modify, or include a copy of your content as part of their use of the Marketplace. You agree that your content will not contain material that is subject to copyright or other proprietary rights, or that it is lawfully held to post such content. GIG Marketplace does not own, control, verify, or assume any legal responsibility for your content and, therefore, we will not be responsible for user content or any other content that you transmit, store or share through the use of the Services. However, GIG Marketplace reserves the right to reject any content that is violent, obscene, defamatory, that could violate the susceptibility of other users or that is illegal.

7. GRANTED LICENSES AND INTELLECTUAL PROPERTY

In performing our services with you and other users, you grant GIG Dao Corporation an intellectual property license to use your content, so by using our Site and uploading your content or otherwise making it available, you explicitly grants a universal license to access, use, host, cache, copy, reproduce, transmit, display, publish, distribute, adapt and modify for technical purposes, its content in any media or distribution methods, in order to operate and provide our services on the Site. You agree that this license includes the right for us to provide, promote, improve the Site, and make its content available to other companies, organizations, or individuals, for the purpose of distributing, promoting, or publishing your NFTs in other media and services. . You agree that these rights and licenses are royalty-free, transferable, irrevocable, sublicensable worldwide, and you authorize us to delegate your content to third parties if we determine that such access is necessary to comply with our legal obligations.

Creator or Artist, owns all legal rights, title, and all intellectual property rights to the underlying content of the NFT coined by Creator or Artist on the Platform and any content specific to an NFT, including but not limited to copyright and the NFT trademarks. As the copyright owner, the Creator has the right to reproduce, prepare derivatives, distribute, and display or perform the content of the NFT.

If you sell an NFT through our site, you grant the buyer or collector a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy and display said purchased NFT, the foregoing, for the following purposes (1) for personal use of the buyer; (2) as part of a Marketplace that allows the buying and selling of such NFTs, or (3) as part of a website or Third Party Site that allows the inclusion of NFTs.

If you are a buyer or collector of NFTs, then you acknowledge and agree that the NFT Purchase License set forth above only lasts as long as you are the valid owner and holder of the NFT. If you sell or transfer the NFT to another person, this NFT Purchase License will transfer to that other owner or holder of the NFT, and you will no longer have the benefits of such NFT Purchase License. Unless otherwise specified in writing by the seller of an NFT, the buyer of an NFT may publicly display, perform, distribute, or sell the NFT for any commercial purpose, but may not reproduce or modify it without the permission of the relevant author.

If you sell an NFT, you agree that you will have no claim against GIG Marketplace for any breach of these NFT Terms by a buyer, even if they use the NFTs other than as set forth herein.

If you are a buyer or collector, you agree that GIG Marketplace is not responsible for any breach of these Terms and Conditions by sellers.

We do not guarantee the accuracy, completeness or usefulness of the information contained on the Site, nor do we adopt or endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice or statement made by other parties. We assume no responsibility for any User Content that you or any other user or third party posts or submits through the site. Under no circumstances will we be liable for any loss or damage resulting from anyone's reliance on information or other content posted on the Site, or transmitted to users.

We make every effort to enforce these terms and conditions, however, you may be exposed to user content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right, but have no obligation, to monitor NFTs posted on the Site, or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms and Conditions or engages in any activity that violates the rights of any person or entity that we deem to be illegal, offensive, abusive, harmful or malicious. The company will have the right to remove any NFT or user content that allegedly violates the law or this agreement or threatens the safety of users.

Unauthorized use may lead to legal consequences, under applicable law. If you become aware of a violation of these Terms and Conditions, please contact us at admin@gig.io or any other means of contact provided on our official pages.

8. INFRINGEMENT OF INTELLECTUAL PROPERTY

GIG Marketplace respects the intellectual property of others, and we ask our Users to do the same. If you believe that your NFT has been copied and that it constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you must notify GIG Marketplace of such dispute in order to take appropriate action under Federal Copyright Law. Copyright and/or other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of alleged copyright infringement must be sent by email to the contact email, but to be effective, the notification must contain the following information: 1) an electronic or physical signature of the copyright holder or person authorized to act on behalf of the owner of the copyright or other intellectual property interest; 2) a description of the copyrighted work or NFT or other intellectual

property that you claim has been infringed; 3) a description of where the material that you claim is infringing is located on the Platform, in sufficient detail that we can find it on the Platform; 4) your address, telephone number, and email address; 5) a statement by you that you have a good faith belief that the disputed use is not authorized by the applicable copyright or intellectual property owner; 5) a statement by you under oath that the information you represent is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright owner's behalf; or of intellectual property; and 6) if applicable, evidence of the ownership of the intellectual property rights allegedly infringed.

In the event that the request meets the above requirements, it will proceed to temporarily block access to the allegedly infringing content, and will inform the User who has uploaded said content to the Site about the aforementioned request, in order for them to state what they deem appropriate and , where appropriate, demonstrate that you have the ownership or sufficient power to use and exploit said content, in accordance with the applicable legislation.

In the event that the User who has uploaded the content proves to have ownership or sufficient power to use and exploit the content, Gig Marketplace will proceed to unlock it or enable it again and will notify the person who submitted the notification of said situation, for the purpose of to go to the pertinent administrative or judicial instances, in case of estimating that their rights continue to be infringed.

Gig Marketplace is not an administrative or judicial authority, so it is not obliged or responsible for verifying the authenticity or veracity of the information provided by the parties, so all notifications and information provided by Users will be understood as made. in good faith and under oath to tell the truth.

Repeating offenders

In accordance with applicable laws, GIG Marketplace has adopted a policy of terminating, in appropriate circumstances and at GIG Marketplace's sole discretion, Users who are found to be repeat infringers. GIG Marketplace may also, in its sole discretion, limit access to the Platform and/or temporarily or permanently terminate the access or account of any User who infringes any intellectual property rights of others, whether or not there is a repeat infringement and terminate the relationship.

9. OUR CONTENT

GIG® and GIG APP® are registered trademarks. We reserve all rights to the content of the site, such as page headers, custom graphics, button icons, scripts, the logo, designs, text, graphics, images, information, data, software, sound files, and others that we post. at your disposal for the performance of our services. It can only be used if we enter into a license agreement with you, meanwhile the content of the site may not be copied, imitated or used, in whole or in part, without our express written permission.

10. COMMISSIONS

All User transactions on the GIG Marketplace Platform, such as minting, listing, offering, purchasing, transmission, and others, are carried out by Smart Contracts on the Ethereum network. The Ethereum Blockchain requires the payment of a transaction fee, known as a gas fee, this fee is the one that finances the network of computers that run the Ethereum Blockchain and, consequently, each transaction that occurs on the GIG Marketplace Platform. The value of the gas fee changes often in an unpredictable manner, and is completely outside the control of the GIG Marketplace Platform. The User acknowledges that under no circumstances will a contract, agreement, offer, sale, offer or other transaction on the Platform be invalidated, revocable, retractable or otherwise unenforceable on the basis that the Gas Tariff for the given transaction was unknown, too high or unacceptable for a User. Users also acknowledge and agree that the gas fee is non-refundable under any circumstances.

Users acknowledge and consent to the risk that the price of an NFT purchased on the GIG Marketplace Site may be influenced by User activity, and that this is beyond the control of the GIG Marketplace Platform. We do not guarantee the accuracy or fairness of the price of any NFT sold or offered for sale on or off the Site. User agrees and acknowledges that GIG Marketplace does not owe any obligation to any Platform User, including a duty to ensure fair pricing of GIG Marketplace NFTs or to monitor User behavior on the Site.

The Fees for an initial sale on the Platform ("Initial Sale or Primary Sale") are distributed as follows:

- Creators or artists receive 95% of the total sale price, from an Initial Sale.
- GIG Marketplace collects 5% of the total sale price, from an Initial Sale.

The Fees for a secondary sale on the Platform ("Secondary Sale") are distributed as follows:

- The seller receives from 87.5% to 97.5% of the total sales price of a secondary sale.
- The creator or artist receives 0% to 10.0% of the total price of a secondary sale.
- GIG Marketplace collects 2.5% of the total price of a secondary sale.

The previous percentages in the rates (a and b) vary and are determined, according to the rate chosen by the creator or artist, a delimited range, which goes from 0% to 10%, that is, if the artist decides to receive 10% of the secondary sale, the seller will receive 87.5% and so on.

All Fees are collected and distributed at the time of the transaction, through the operation of Smart Contracts on the Ethereum Blockchain, using a wallet such as Metamask. We will have no knowledge of or control over these payments or transactions, nor do we have the ability to reverse any transactions. In that sense, we will not have any responsibility before you or any third party for any claim or damage that may arise as a result of any transaction that you carry out through the Site using the Smart Contracts, or any other transaction that you carry out through the Ethereum network.

In this section, the user acknowledges, understands and accepts a) the automated collection of fees by smart contracts outside of GIG Marketplace b) as well as the express consent to automated royalties to creators or artists.

Users release and absolve GIG Marketplace and its officers from any liability for any royalties, fines or fees not received from any transaction outside of the Platform.

11. TAXES

Users are responsible for paying any and all taxes now or in the future, claimed by any governmental authority, associated with their use of the Platform (including, without limitation, taxes that may be paid as a result of their ownership, transfer, purchase, sale or creation of any NFT).

12. AUCTIONS

Our Marketplace will provide you with the ability to Auction NFTs, by using this service, you understand, accept, and acknowledge the risks of participating in Auctions.

<p>Scheduled auctions</p> <p>In a scheduled auction, the owner sets a specific start and end time for an NFT auction to go live. Owners can optionally include an initial price. As long as the Initial Price is reached by an Auction Participant, the work will be sold. Works without an asking price will be sold to the highest bidder, no matter what the offer is. A scheduled auction can be canceled before the start of the auction, that is, when it is counting down to the start. After the auction starts, it cannot be stopped, canceled or undone. Owners starting scheduled auctions should be prepared to sell their NFTs at the asking price, or at any price if no asking price is set.</p>	<p>Reserve Auctions</p> <p>In a Reserve Auction, it is set to activate automatically once a bid equal to or greater than a public Reserve Price set by the Owner is received. Once the Reserve Price is met, the Auction is instantiated and set to last approximately 24 hours. The NFT goes to the highest bidder at the end of the Auction.</p>
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They will have to take into consideration that time is not something so simple or exact in the chain of blocks. Auction timers are not exact and only represent an approximate time as to the remaining start or end time for a particular auction. Participants

should receive their bids as soon as possible to ensure they are processed by the Auction smart contract before the Auction closes. Gig Marketplace will not be responsible for closing auctions before or after the estimated time indicated on the Site.

13. THIRD PARTY SERVICES

The GIG Marketplace Site may provide hyperlinks to other websites or resources (collectively, "Third Party Services"), which are provided solely as a convenience to our users, however, we have no control over any External Sites, therefore you You acknowledge and agree that we are not responsible for the availability of any External Site and that we do not endorse any advertising, products or other materials made available on any External Site.

Such Third Party Services are not investigated, monitored or checked for accuracy, adequacy or completeness, and we are not responsible for Third Party Services accessed through the platform, their content, accuracy, character offensive, opinions, reliability, privacy practices or other policies of Third Party Services. Linking to or permission to use or install any Third Party Site does not imply our approval or endorsement. If you decide to leave the Site and access Third Party Services, you do so at your own risk and you should be aware that our Terms and Conditions do not apply to such third parties. It is your responsibility to review the applicable Terms and Conditions of any Third Party Services.

14. RISKS

GIG Marketplace uses experimental cryptographic technologies and third-party Blockchain technologies such as Ethereum, therefore, each User acknowledges and accepts that:

- a) These technologies are novel, experimental, and speculative, and therefore there is significant uncertainty as to their operation, effects, and risks.
- b) The price and liquidity of Blockchain crypto assets are extremely volatile and can be subject to large fluctuations
- c) Fluctuations in the price of other digital assets could materially negatively affect NFTs, which may also be subject to significant price volatility.
- d) Legislative and regulatory changes or actions at the state, federal or international level may negatively affect the use, transfer, exchange and value of NFTs.
- e) The NTFs traded through the Site are not financial assets, investment instruments, securities or legal tender and are not backed by the government;
- f) Transactions in NFTs are irreversible and, consequently, losses due to fraudulent or accidental transactions may not be recoverable
- g) Some transactions in NFTs will be considered completed when they are recorded in a public ledger, which is not necessarily the date or time the transaction was initiated.
- h) The value of NFTs may derive from the continued willingness of Marketplace participants to exchange fiat currency or digital assets for NFTs, which may result in the potential for permanent and total loss of value of a particular NFT in the event of that the Marketplace of that NFT disappears.
- i) The nature of NFTs may lead to increased risk of fraud or cyberattack, and may mean that technological difficulties experienced may prevent access to or use of your crypto assets.
- j) Changes to Third Party Services may create a risk to your access and use of the Site.
- k) You accept and understand that you are solely responsible for determining the nature, potential value, adequacy of these risks.

l) GIG Marketplace does not provide advice or recommendations with respect to NFTs, including the suitability of NFTs and investment strategies for NFTs.

m) You agree and understand that you access and use GIG Marketplace at your own risk; however, this brief statement does not disclose all the risks associated with NFTs and other digital assets.

n) You agree and understand that GIG Marketplace will not be responsible for any communication failure, interruption, error, distortion or delay that you may experience when using NFTs, regardless of their cause.

15. TERMS AND CONDITIONS UPDATES

We reserve the right, at our sole and absolute discretion, to change or modify any part of these Terms and Conditions at any time. If we do this, we will use reasonable efforts to notify you of such changes and will post the changes on this page and indicate at the top of this page the date these Terms were last updated, "Last Updated", which will be effective as of from the date of publication on this page. You acknowledge and agree that the form and nature of the Marketplace, and any part thereof, may change from time to time without notice, and that we may add new features or remove existing features and change any part of the Marketplace. It is your sole responsibility to review the Terms and Conditions for any such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

If any provision of the site or any future changes are unacceptable to you, you are prohibited from accessing, using, or transacting on the site, you will be deemed to have been informed of and have accepted the changes to the Terms and Conditions by your continued use of the Site after the date such updated Terms and Conditions are posted.

16. LIMIT OF LIABILITY

We join efforts to provide optimal services, however, our services are not excluded from errors or imperfections, which is why we do not grant guarantees of the services and we release ourselves from direct or indirect responsibilities, after the use of our services. You will be solely responsible for a) the use of the Services and/or otherwise related to these Terms, regardless of the cause of action, whether in contract or tort (including negligence), for breach of legal duty, restitution or any other legal or equitable basis b) delays or interruptions in the Services, the Exchange Platform and/or the Applications c) viruses or other malicious software obtained by accessing the Services or Applications; d) the content, actions or inactions of third parties; e) a suspension or other action taken with respect to your Account; f) need to change practices, content or behaviors, or loss or inability to do business, as a result of changes to these Terms; g) illegal actions and operations of third parties carried out with falsified and/or illegal documents or data received illegally; h) We will not be liable for any damage or disruption caused by any computer virus, spyware or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We recommend the regular use of reliable virus and malware detection and prevention software.

17. COMPENSATION

To the fullest extent permitted by applicable law, User will indemnify, defend, compensate, reimburse, and hold harmless us, our employees, contractors, service providers, consultants, successor organizations, and each of their respective officers, directors, agents, partners and employees (individually and collectively, the "Indemnified Parties") from and against any loss, liability, claim, action, demand, damage, loss, expense or cost, including without limitation reasonable attorneys' fees ("Claims") arising out of or related to (a) User's use of or conduct in connection with the Offerings; (b) User's violation of these Terms and Conditions or any other applicable GIG Marketplace policy or agreement; or (c) your violation of any rights of any other person or entity may exist on the Blockchain after a fork.

The user assumes full responsibility for being independently informed about possible forks and for managing their own interests in relation to them.

18. ARBITRATION

a) Informal Negotiations

At GIG Marketplace we are always interested in resolving disputes that may arise, in a friendly and efficient manner, which is why most user concerns related to these Terms and Conditions can be resolved quickly and to the user's satisfaction by sending an email to customer service at support@gig.io. Otherwise you accept and agree to first negotiate any controversy and/or dispute informally for at least thirty (30) days before initiating arbitration. Such informal negotiations begin upon written or email notice (dispute notice). This notice must provide a brief, written description of the dispute, the relief requested, and contact information for the party giving it. If such efforts are unsuccessful, arbitration will take place.

b) Binding Arbitration

You agree that any and all disputes or claims that have arisen or may arise between you and GIG Marketplace, whether arising out of or in connection with these Terms (including any alleged breach thereof), the Platforms, any aspect of the relationship or transactions between us will be resolved exclusively through final and binding arbitration, rather than in court. You agree that by entering into these Terms, you and GIG Marketplace are waiving the right to a trial before a court or jury, and you also agree and agree that you may not participate in a class action.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules").), which are available on the AAA's website www.adr.org.

The seat of arbitration shall be in Delaware. The arbitrator may choose to have the arbitration of any Dispute conducted by telephone, on the basis of written submissions, or at a mutually agreed upon location. However, GIG Dao may choose to move the location of any arbitration hearing, in the event that they agree to pay any additional fees or costs that a User may reasonably incur as a result of the change of venue, as determined by the arbitrator, and Notwithstanding the foregoing, User agrees to submit to the personal jurisdiction of any Delaware federal or state court.

If for any reason a dispute proceeds in court rather than arbitration, these Terms shall be deemed to be governed by and construed in accordance with the laws of the State of Delaware. Our services may be available in other jurisdictions, but each User hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over us outside of the State of Delaware. And the Parties hereby consent to and waive all defenses of lack of personal jurisdiction, and forum non-conveniens with respect to venue and jurisdiction in such courts.

All aspects of the arbitration proceeding, and any award, decision or award of the arbitrator, will be strictly confidential for the benefit of all parties.

19. FORTUITOUS CASE AND FORCE MAJEURE

We will not be liable to you, nor will we be deemed to have breached these Terms and Conditions, when Acts of God arise or result ("Acts of God"):

- a) Acts of God.
- b) Natural catastrophes, Floods, fires, earthquakes, epidemics, pandemics, including the COVID-19 pandemic, tsunami, explosion;
- c) War, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riots or other civil disturbances
- d) Order, law or government action.
- e) Embargoes or blocks in effect on or after the date of this agreement.
- f) Strikes, work stoppages or other disturbances.
- g) Lack of adequate Internet connectivity, failure of telecommunications or shortage of energy or electricity.

h) Other similar acts of God or force majeure beyond our control.

If we experience an event of force majeure, we will make all reasonable efforts to notify you immediately of the Act of God, indicating the period of time that the occurrence is expected to continue. We will use all diligent efforts to put an end to any failure or delay and to ensure that the effects of such events are minimized. We will resume performance of our obligations as soon as reasonably possible after the removal of the cause. In the event our failure or delay remains unremedied for a period of forty-five consecutive days after written notice given by us, we may terminate these Terms on fifteen days' written notice.

20. TERMINATION

If you violate what is stipulated in these terms and conditions, it will cause the termination of the relationship. Notwithstanding anything contained in these Terms and Conditions, we reserve the right, with or without notice and at our sole discretion, to suspend, disable, terminate or remove your Account, the Site or the Services at any time, for any reason, or without it, and you acknowledge and agree that we will have no liability or obligation to you in such an event and that you will not be entitled to a refund of any amounts you have paid.

Any suspicion of fraudulent, abusive or illegal activity may be referred to the appropriate authorities.

21. PRIVACY

The company respects the privacy of users. By registering or accessing the Site, the User accepts the Privacy Policy of the Site, which explains how we collect, use and disclose the privacy of your personal data, so it is recommended that you review it carefully.

22. RULES OF INTERPRETATION

"Hereby", "hereby", "hereby", "hereby", "hereby", and words of similar meaning shall be construed, unless otherwise indicated, to refer to these Terms and Conditions as a whole and not to any particular provision of these Conditions.

Section titles, subheadings, and headings are for ease of reading.

When required, the singular number will include the plural, and vice versa.

The masculine gender will include the feminine and neuter genders; the feminine gender will include the masculine and neuter genders; and the neuter gender will include the masculine and feminine genders.