TERMS OF USE

Aurumverse LLC

Effective Date: July 21, 2026

These Terms of Use (the “Terms”) govern access to and use of the Aurumverse website, the Realone marketplace, decentralized application interfaces, account and identity-verification systems, wallet-connection tools, project pages, token-related interfaces, Listing Hub, and related services made available by Aurumverse LLC (“Aurumverse,” “we,” “us,” or “our”).

By accessing the Platform, creating an Account, clicking to accept these Terms, connecting a Wallet, submitting a Transaction Instruction, reviewing restricted Project Documents, or otherwise using a Service, you confirm that you have read, understood, and agree to these Terms. If you do not agree, do not use the Platform.

1. Definitions

Account. a user account created or maintained through the Platform.

Digital Asset. a blockchain-based token, stablecoin, or other digital representation of value made available, referenced, or used through the Platform.

DApp Interface. a web or software interface through which a User may connect a Wallet and interact with supported blockchain functions.

Listing Hub. any Platform interface that allows eligible Users to post, view, match, partially fill, cancel, purchase, or sell supported listings, subject to applicable rules.

Platform. the Aurumverse website, Realone marketplace, DApp Interface, Accounts, wallet tools, token interfaces, project-document pages, Listing Hub, and related Services.

Project Documents. the private placement memorandum, project memorandum, memorandum supplement, subscription agreement, token terms, risk disclosures, notices, updates, and other binding documents applicable to a project or transaction.

Project Entity. an issuer, owner, asset seller, special-purpose entity, operating entity, or other entity identified in the applicable Project Documents.

Realone. the project marketplace and related interfaces operated within or in connection with the Aurumverse ecosystem.

RP-Series Token. a project-linked token, including RP-198 and any future RP-Series token, whose specific characteristics and rights are determined only by the applicable Project Documents.

RTOKEN. the platform token used for supported functions within the Aurumverse ecosystem, subject to separate token terms, transaction screens, and disclosures.

Service. any service, content, function, communication, or feature made available through or in connection with the Platform.

Supported Stablecoin. a stablecoin accepted by the Platform for a particular function, which may include USDT or USDC where displayed as supported.

Transaction Instruction. an instruction submitted through the Platform or a connected Wallet to acquire, redeem, transfer, list, purchase, sell, or otherwise interact with a Digital Asset.

User. any person or entity accessing or using the Platform, including a person acting for an organization.

Wallet. a blockchain wallet connected or used in connection with the Platform.

2. Scope, Purpose, and Nature of the Platform

Aurumverse provides technology, information, onboarding, and marketplace interfaces related to real-world assets and Digital Assets. At the current stage, the Platform is focused on real-estate-related projects and tokenized project participation. Aurumverse may add, remove, or modify asset categories, projects, networks, or functions in the future.

The Platform may allow eligible Users to register, complete compliance review, review Project Documents, acquire RTOKEN using a Supported Stablecoin, use RTOKEN for supported RP-Series transactions, connect a Wallet, receive project or platform information, and access Listing Hub or reward-related functions where available.

Availability of a page or function does not mean that it is available to every User or lawful in every jurisdiction. Access may depend on identity, jurisdiction, investor status, Wallet ownership, Project Documents, transaction limits, technical availability, and compliance approval.

3. Eligibility and Geographic Restrictions

By using the Platform, you represent and warrant that you are legally capable of entering into these Terms and, if you act for an entity, that you have authority to bind that entity.

- You are at least the age of majority in your jurisdiction and are not using the Platform on behalf of a minor.
- You are not located in, ordinarily resident in, organized under the laws of, or accessing the Platform from a jurisdiction in which the relevant Service or transaction is prohibited.
- You are not subject to sanctions and are not owned or controlled by, or acting for, a sanctioned or prohibited person.
- Your use of the Platform and each Transaction Instruction complies with all laws applicable to you.
- You will not use another person’s identity, Account, funds, or Wallet without lawful authorization.

We may determine eligibility, impose geographic or transaction restrictions, request evidence, or refuse access in our reasonable discretion where necessary for legal, compliance, security, operational, or risk-management purposes. You must not attempt to evade a restriction through a virtual private network, proxy, nominee, false address, or other means.

4. Account Registration and Security

Certain Services require an Account. You must provide accurate, complete, and current information and promptly update it when it changes. An Account is personal to the registered User and may not be sold, transferred, shared, or used to conceal the identity of another person.

- You must protect your password, authentication codes, email account, devices, and other credentials;
- You must use security measures offered by the Platform, including multi-factor authentication where available;
- You must review Account activity and notify us promptly of suspected unauthorized use; and
- You must ensure that all actions taken through your Account are authorized and lawful.

You are responsible for activity through your Account to the extent permitted by law. We may rely on instructions authenticated through your Account unless and until we receive and reasonably process notice of compromise. We will never ask for your Wallet private key or seed phrase.

5. KYC, AML, Sanctions, and Ongoing Compliance

We may require identity verification, know-your-client or know-your-customer review, anti-money-laundering screening, sanctions screening, fraud prevention, investor-eligibility review, source-of-funds or source-of-wealth information, Wallet-ownership verification, tax information, and other checks. Additional authorization and privacy terms are set out in the KYC / AML Consent and Privacy Policy.

You must provide requested information and supporting documents promptly and truthfully. We may use third-party verification providers and may delay, reject, freeze, restrict, or cancel a pending instruction where legally and technically possible while review is incomplete or concerns remain.

Successful onboarding is not a permanent approval. We may conduct ongoing monitoring, request updated information, establish limits, report activity where required by law, and take other actions required by a court, regulator, law-enforcement agency, sanctions authority, or applicable law.

6. Wallet Connection and Blockchain Responsibility

A Wallet connection allows the Platform to read public blockchain information and, when you approve it, request a cryptographic signature or submit an on-chain interaction. A Wallet connection does not give Aurumverse possession of your private key. Unless a specific custodial feature is expressly disclosed, you retain responsibility for control and security of your Wallet.

- Private keys, seed phrases, passwords, hardware devices, browser extensions, and recovery methods are your responsibility.
- Blockchain transactions may be irreversible and cannot ordinarily be recalled, charged back, or changed after confirmation.
- A transaction sent to an incorrect address, contract, network, or token may be permanently lost.
- Public Wallet addresses, balances, token holdings, approvals, and transaction histories may be visible to any person.
- Network congestion, forks, validator or sequencer behavior, gas pricing, failed transactions, smart-contract errors, and third-party Wallet software are outside our control.

Before approving any Wallet request, you must independently verify the network, contract address, token, recipient, amount, permissions, gas fee, and transaction details. You must revoke unnecessary token approvals and maintain appropriate security practices.

7. Transaction Process, Orders, and Acceptance

Where enabled, a typical Platform flow may permit a User to transfer USDT, USDC, or another Supported Stablecoin to acquire RTOKEN at the rate displayed before confirmation, and then use RTOKEN to acquire an RP-Series Token. The exact rate, minimum, maximum, fees, and available functions are those displayed in the applicable transaction screen and binding Project Documents at the time of the instruction.

Submitting a Transaction Instruction is an offer or request by you and does not require Aurumverse or a Project Entity to accept or complete it. Completion may depend on cleared funds, sufficient Wallet balance and allowance, blockchain confirmation, Account status, compliance approval, project availability, execution of Project Documents, technical processing, and other disclosed conditions.

You must review the complete transaction summary before confirmation. Once an instruction is transmitted to a public blockchain or otherwise becomes final under the applicable Project Documents, it may be impossible to cancel or reverse. A displayed status, quote, estimate, or pending balance is not final until the Platform and applicable blockchain or payment system record completion.

We may reject, delay, limit, or cancel an instruction before final settlement where necessary because of an error, insufficient availability, suspected fraud, sanctions, compliance concerns, security events, legal requirements, pricing or technical malfunction, or a material inconsistency with Project Documents. We are not required to complete a transaction merely because an interface displayed it.

8. RTOKEN and RP-Series Features

RTOKEN and each RP-Series Token are governed by their specific token terms and, for an RP-Series Token, the applicable Project Documents. These Terms provide access rules for the Platform but do not independently create ownership, voting, redemption, income, security, lien, title, profit-sharing, or other economic rights in any property, Project Entity, or project.

Any legal or economic right associated with a Digital Asset exists only to the extent expressly stated in binding Project Documents. Descriptive expressions such as “project-linked,” “real-world asset,” “real estate,” “tokenized,” or similar language do not by themselves grant direct ownership of real property or a secured interest.

Aurumverse may add, modify, restrict, migrate, suspend, or discontinue a token-related interface when reasonably necessary for legal, regulatory, compliance, security, technical, operational, or business reasons. Any accrued contractual rights are subject to the applicable Project Documents and mandatory law.

9. Project Information and Controlling Documents

Project pages may include photographs, renderings, summaries, development information, budgets, schedules, valuations, third-party reports, token information, and updates. Such information may be preliminary, estimated, dated, incomplete, corrected, supplemented, or withdrawn.

Before participating in a project, you must review, understand, and, where required, execute the applicable Project Documents. You should retain copies for your records. Opening an Account, passing KYC, or viewing a project does not mean that you are accepted for that project.

If there is a conflict, the following order applies only to the conflicting subject matter: (a) an executed Subscription Agreement or other transaction-specific agreement; (b) the applicable memorandum supplement and project-specific token terms; (c) the applicable private placement memorandum or project memorandum; (d) these Terms; and (e) general marketing or informational content. The Privacy Policy controls for personal-information matters, and the KYC / AML Consent and Electronic Communications Consent control for their specific subject matter.

10. Redemptions, Transfers, and Exit Features

Any redemption, transfer, withdrawal, repurchase, cancellation, or exit feature is available only if and as stated in the applicable token terms, Project Documents, transaction screen, and law. A request may be subject to fees, processing periods, compliance checks, liquidity, technical capability, transaction limits, supported networks, and other disclosed conditions.

No statement in these Terms guarantees that Aurumverse, a Project Entity, or any other person will redeem, repurchase, or provide a market for a Digital Asset. The existence of a transfer function or Listing Hub does not guarantee liquidity, price, timing, settlement, or a counterparty.

11. Listing Hub and Peer-to-Peer Transactions

The Listing Hub may allow eligible Users to place or respond to peer-to-peer listings for supported Digital Assets. A listing is not a promise by Aurumverse to buy or sell, and Aurumverse does not guarantee that a listing will be viewed, matched, fully filled, partially filled, cancelled, or settled.

A User placing or accepting a listing is responsible for the price, quantity, Wallet, taxes, eligibility, and accuracy of the instruction. Listings may be subject to minimum prices, availability rules, partial execution, cancellation restrictions after matching, compliance review, fees, network conditions, and other Platform rules shown at the time.

Users must not create artificial activity, wash trades, coordinated pricing, misleading orders, false demand, manipulation, or any other abusive or unlawful market conduct. We may monitor, restrict, cancel before final settlement, or report activity where reasonably necessary and legally permitted.

12. Rewards and Platform Calculations

If the Platform displays or distributes rewards, credits, allocations, or time-based calculations, those features are governed by the applicable token terms and Project Documents. Displayed accruals may be estimates until finalized and may be corrected for computational errors, duplicate credits, invalid activity, fraud, reversals, or compliance requirements.

Rewards are not bank interest, a deposit, or a guarantee of return. Future availability, rate, timing, eligibility, funding, and distribution are not guaranteed except to the extent expressly stated in a binding Project Document.

13. Fees, Stablecoins, Network Costs, and Taxes

Applicable Platform, transaction, listing, transfer, redemption, or project fees will be disclosed through the relevant transaction screen, token terms, or Project Documents. You authorize deduction or collection of disclosed fees when you submit the related instruction.

You are responsible for gas, blockchain, Wallet, exchange, stablecoin, payment-provider, conversion, banking, and other third-party costs. Such costs may change without notice and are generally outside Aurumverse’s control.

A Supported Stablecoin may lose its reference value, become illiquid, be frozen, be restricted by its issuer, fail technically, or cease to be supported. Aurumverse does not guarantee any stablecoin’s value or redeemability.

You are solely responsible for determining, reporting, withholding, and paying taxes, duties, assessments, and governmental charges arising from your use of the Platform or Digital Assets. Aurumverse may collect or report information and amounts where required by law.

14. No Cancellation, Refund, or Chargeback Right for Final Digital-Asset Transactions

Except where mandatory law or binding Project Documents expressly provide otherwise, Digital Asset transactions that have been completed, delivered, or confirmed on a blockchain are final and non-refundable. A change in market value, personal circumstances, Wallet error, misunderstanding, or inability to resell does not create a right to cancel or obtain a refund.

You must not initiate an improper chargeback, payment reversal, or dispute after receiving a Digital Asset or benefit. If a lawful payment reversal occurs, you remain responsible for returning any corresponding Digital Asset or value and for reasonable recovery costs, subject to applicable law.

Nothing in these Terms excludes a consumer or statutory right that cannot lawfully be excluded or waived.

15. No Advice, Recommendation, or Regulatory Endorsement

Aurumverse does not provide investment, legal, tax, accounting, financial-planning, valuation, or regulatory advice through the Platform. Content is general information and is not a personal recommendation. You must make your own decision and obtain advice from qualified independent professionals appropriate to your circumstances and jurisdiction.

No Platform content, Account approval, KYC result, listing, communication, creator statement, or project display is a representation that a regulator has approved Aurumverse, a Project Entity, a project, or a Digital Asset. Any offer or sale is made only through the applicable binding Project Documents and only where lawful.

16. Risk Acknowledgements

Digital Assets, blockchain systems, real-estate projects, and early-stage technology involve substantial risks. You acknowledge that you may lose some or all value committed and that Digital Assets are not bank deposits and are not protected by deposit insurance merely because they are described as stable or linked to real-world assets.

- market, pricing, valuation, concentration, liquidity, and counterparty risk;
- project acquisition, title, financing, construction, permitting, leasing, operating, environmental, casualty, sale, and completion risk;
- issuer, Project Entity, asset-seller, service-provider, management, governance, and conflict-of-interest risk;
- smart-contract bugs, exploits, upgrade keys, administrative controls, oracle failures, cyberattacks, phishing, malware, Wallet compromise, and loss of credentials;
- blockchain congestion, forks, reorganization, failed transactions, high gas fees, protocol changes, and network discontinuation;
- stablecoin depegging, issuer restrictions, reserves, freezes, redemption failure, and regulatory action;
- changes in law, taxation, securities treatment, money-services regulation, sanctions, enforcement, or geographic availability; and
- inaccurate assumptions, delayed information, unavailable third-party data, operational errors, and force majeure events.

This list is not exhaustive. Project-specific risks in the Project Documents are incorporated into your decision and may be more important than the general risks above.

17. User Representations for Each Transaction

Each time you submit a Transaction Instruction, you represent and warrant that:

- you have reviewed the transaction screen and all applicable Project Documents;
- you understand the nature, rights, restrictions, costs, and risks of the transaction;
- you are eligible and are acting for your own account or for a disclosed principal under lawful authority;
- your funds and Digital Assets are from lawful sources and are not subject to a third-party claim;
- you are not relying on a guarantee, statement of assured return, or unauthorized statement by a creator, referrer, salesperson, or other third party; and
- your decision is independent and suitable for your own financial capacity and risk tolerance.

18. Acceptable Use and Prohibited Conduct

You may use the Platform only for lawful, authorized purposes. You must not:

- provide false, misleading, incomplete, altered, or stolen information or impersonate any person;
- evade KYC, AML, sanctions, jurisdiction, transfer, Account, Wallet, or transaction controls;
- engage in fraud, money laundering, terrorist financing, tax evasion, sanctions violations, manipulation, market abuse, or unlawful activity;
- use stolen funds, compromised Wallets, mixers or obfuscation tools for an unlawful purpose, or proceeds of crime;
- interfere with, overload, probe, scan, attack, disable, or bypass Platform security or rate limits;
- introduce malware, harmful code, unauthorized scripts, bots, scraping tools, or automated traffic without written permission;
- reverse engineer, decompile, copy, frame, mirror, resell, sublicense, or commercially exploit the Platform except as law expressly permits;
- collect personal information about another User or violate privacy, intellectual-property, contractual, or other rights;
- publish false or misleading claims about Aurumverse, a project, returns, guarantees, regulatory approval, or Digital Asset rights; or
- use the Platform in a manner that exposes Aurumverse, a Project Entity, another User, or a service provider to legal, regulatory, security, operational, or reputational harm.

We may establish reasonable usage limits and technical controls to protect Users, comply with law, and maintain service quality.

19. User Content, Submissions, and Feedback

You may be able to submit support messages, profile information, documents, comments, reviews, listing information, or other content (“User Content”). You retain ownership of User Content, but grant Aurumverse and its service providers a worldwide, non-exclusive, royalty-free licence to host, reproduce, process, transmit, display, adapt, and use it only as reasonably necessary to operate, secure, improve, document, and provide the Services, comply with law, and exercise rights under these Terms.

The licence does not authorize public use of confidential identity-verification documents or personal information except as described in the Privacy Policy or with your consent. You represent that you have all rights and permissions required to submit User Content and that it is accurate, lawful, non-infringing, and free of harmful code.

We may remove or restrict User Content that violates these Terms or law. We do not guarantee indefinite backup or storage of User Content, and you must retain your own copies of important records.

If you provide suggestions, ideas, or non-confidential feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free right to use it without restriction or compensation, provided we do not publicly identify you without permission.

20. Creator, Affiliate, and Referral Programs

Aurumverse may operate creator, affiliate, ambassador, marketing, or referral programs. Participation requires separate approval and may be governed by a separate agreement, campaign brief, commission rules, disclosure requirements, and applicable advertising and financial-promotion laws.

A creator, affiliate, or referrer is an independent contractor and has no authority to bind Aurumverse, approve a User, vary Project Documents, provide financial advice on our behalf, promise returns, guarantee liquidity, or make an offer where unlawful. Users must rely on the Platform and binding Project Documents, not on unauthorized promotional statements.

Referral attribution may use links, codes, cookies, Account records, KYC completion, and verified transaction information as described in the Privacy Policy. Fraudulent, duplicate, self-referred, reversed, refunded, sanctioned, or otherwise ineligible activity may be excluded from commission calculations under the applicable referral agreement.

21. Electronic Communications, Records, and Signatures

You consent to transact electronically and to receive agreements, disclosures, notices, statements, confirmations, project updates, tax information, and other records electronically, subject to the separate Electronic Communications Consent and mandatory law.

Your click, checkbox, typed name, one-time code, cryptographic Wallet signature, or other electronic action may constitute your electronic signature and evidence of consent. You are responsible for maintaining current contact information and compatible hardware and software, and for retaining copies of records.

Operational and legally required communications are part of the Service and may continue even if you opt out of marketing. Marketing communications may be withdrawn using the method provided, subject to applicable law.

22. Privacy

Our collection, use, disclosure, retention, and protection of personal information are described in the Aurumverse Privacy Policy. By using the Platform, you acknowledge that you have reviewed that policy. Public blockchain information is not controlled solely by Aurumverse and may remain publicly accessible even if your Account is closed or Platform records are deleted where legally permitted.

23. Third-Party Services and External Resources

The Platform may connect to or reference Wallet providers, blockchain networks, smart contracts, stablecoin issuers, exchanges, identity-verification providers, payment services, custodians, analytics tools, cloud providers, messaging services, blockchain explorers, professional advisers, websites, and other third parties.

Third-party services are governed by their own terms, fees, availability, and privacy practices. Aurumverse does not control and does not endorse or warrant third-party content or performance merely by linking to or integrating it. Your use of a third-party service is at your own risk, and Aurumverse is not a party to a transaction between you and a third party unless expressly stated.

24. Intellectual Property and Limited Licence

The Platform, software, code, interfaces, design, text, graphics, documents, databases, trademarks, logos, and other content are owned by or licensed to Aurumverse, its affiliates, Project Entities, or other rights holders and are protected by applicable law.

Subject to these Terms, Aurumverse grants you a limited, personal, revocable, non-exclusive, non-transferable, and non-sublicensable licence to access and use the Platform for your own lawful participation. No source code, trademark, patent, copyright, database, or other intellectual-property right is transferred to you.

You may download or print Project Documents solely for your own review and recordkeeping, subject to confidentiality or transfer restrictions in those documents. You may not reproduce, publish, modify, distribute, resell, scrape, or create derivative works from Platform content without written permission or a lawful exception.

25. Platform Availability, Maintenance, and Changes

The Platform may be interrupted for maintenance, updates, security response, legal compliance, network events, third-party failures, or reasons beyond our control. We do not guarantee that the Platform will be uninterrupted, error-free, secure, compatible with every device or Wallet, or available at a particular time or location.

We may modify, replace, suspend, restrict, or discontinue a Service or interface. Where reasonably practicable and legally permitted, we will provide notice of a material discontinuation affecting Account access. On-chain records and Digital Assets may continue to exist independently of the Platform, although loss of an interface may make use more difficult.

26. Account Suspension, Restriction, and Closure

You may request Account closure by contacting us, subject to pending transactions, legal holds, record-retention duties, outstanding amounts, Project Documents, and technical limitations. Account closure does not cancel or reverse an on-chain transaction or terminate obligations that have already arisen.

We may suspend, restrict, or terminate an Account or Service immediately where we reasonably believe it is necessary because of a Terms violation, false information, security incident, unauthorized access, suspected fraud, sanctions or AML concerns, unlawful activity, court or regulatory direction, material risk, non-payment, inactivity, or discontinuation of the Service.

Where permitted and appropriate, we may give notice and an opportunity to provide information. We may withhold the reason or timing where disclosure is prohibited or would compromise an investigation, security, or legal obligation.

After suspension or closure, you may lose access to Platform records or interfaces. Rights and obligations under Project Documents, confirmed blockchain records, accrued payment obligations, and provisions intended to survive remain effective.

27. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PLATFORM AND SERVICES ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITH ALL FAULTS. AURUMVERSE DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES AND CONDITIONS, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, CURRENCY, SECURITY, AVAILABILITY, COMPATIBILITY, AND RESULTS.

We do not warrant that content is error-free; that a project, Digital Asset, reward, redemption, transfer, listing, or transaction will achieve an expected result; that errors will be corrected; or that the Platform, servers, communications, smart contracts, or third-party systems are free of harmful components or vulnerabilities.

Information obtained from Aurumverse personnel, creators, affiliates, support agents, or the Platform does not create a warranty unless contained in an express binding written agreement signed or electronically accepted by an authorized party.

Some jurisdictions do not permit certain exclusions. In that case, the exclusions apply only to the maximum extent permitted by law.

28. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AURUMVERSE, ITS AFFILIATES, PROJECT ENTITIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, ADVISERS, AGENTS, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, DATA, TOKENS, WALLET ACCESS, OR DIGITAL-ASSET VALUE, ARISING FROM OR RELATING TO THE PLATFORM OR THESE TERMS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY.

Without limiting the foregoing, the protected parties are not liable for loss caused by a User error; lost or compromised credentials; an incorrect address, network, token, or instruction; blockchain or smart-contract behavior; Wallet software; cyberattack; stablecoin failure; third-party service; project delay or failure; market movement; legal or regulatory change; suspension required by law; or force majeure, except to the extent liability cannot lawfully be excluded.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF AURUMVERSE AND THE OTHER PROTECTED PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE PLATFORM FEES PAID DIRECTLY TO AURUMVERSE BY YOU DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, EXCLUDING AMOUNTS USED TO ACQUIRE DIGITAL ASSETS OR PARTICIPATE IN A PROJECT, AND (B) CAD $100.

Nothing in these Terms limits liability for fraud, wilful misconduct, gross negligence where it cannot be limited, death or personal injury caused by negligence where it cannot be limited, or any other liability or statutory right that applicable law prohibits from being excluded or limited.

29. Indemnification

To the fullest extent permitted by law, you will defend, indemnify, and hold harmless Aurumverse, its affiliates, Project Entities, and their directors, officers, employees, contractors, advisers, agents, licensors, and service providers from claims, proceedings, investigations, damages, losses, liabilities, penalties, costs, and reasonable legal fees arising from or relating to:

- your use or misuse of the Platform, Account, Wallet, Digital Assets, Listing Hub, or Services;
- your breach of these Terms, Project Documents, representations, or applicable law;
- false, misleading, infringing, unlawful, or unauthorized User Content or information supplied by you;
- your violation of another person’s rights, including privacy, property, contract, and intellectual-property rights; or
- fraud, manipulation, misconduct, tax non-compliance, or unlawful activity by you or a person using your Account with your authorization or due to your failure to protect it.

Aurumverse may control the defence and settlement of an indemnified claim, and you will reasonably cooperate. We will not settle a claim in a manner that imposes a non-monetary obligation on you without your consent, not to be unreasonably withheld. This section does not require a consumer to indemnify a party for that party’s own liability where prohibited by law.

30. Force Majeure

Aurumverse is not responsible for delay or failure caused by events beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil disorder, labour disruption, power or telecommunications failure, cyberattack, blockchain or internet failure, government action, sanctions, court order, regulatory change, banking disruption, stablecoin or payment-system failure, or third-party infrastructure failure. Performance is excused only for the duration and extent of the event, subject to mandatory law.

31. Dispute Resolution and Governing Law

31.1 Informal Resolution

Before starting a proceeding, you are encouraged to email admin@aurumverse.io with your name, Account email, a concise description of the dispute, relevant transaction details, and the resolution requested. The parties will attempt in good faith to resolve the dispute for 30 days after receipt. This does not prevent either party from seeking urgent injunctive relief or taking action before a limitation period expires.

31.2 Governing Law and Courts

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to conflict-of-laws principles. Subject to any mandatory right that cannot be waived, the courts located in Toronto, Ontario have exclusive jurisdiction over disputes arising from or relating to these Terms or the Platform, and each party submits to those courts.

31.3 Mandatory Rights

Nothing in this section deprives you of a mandatory consumer-protection, privacy, or other statutory right that applicable law does not permit you to waive, including a mandatory right to bring a claim in another forum.

32. Changes to These Terms

We may update these Terms from time to time. The revised version will state its effective date. Where required by law or reasonably appropriate for a material change, we will provide advance or prominent notice through email, the Account, or the Platform.

Changes apply prospectively from their effective date. Your continued use after that date constitutes acceptance to the extent permitted by law. If you do not agree, you must stop using the Platform and may request Account closure, subject to existing obligations and Project Documents. The version in effect when a completed transaction occurred continues to govern that transaction unless binding documents or law provide otherwise.

33. General Provisions

33.1 Entire Agreement and Order of Precedence

These Terms, the Privacy Policy, KYC / AML Consent, Electronic Communications Consent, and applicable Project Documents constitute the agreement regarding their subject matter and supersede prior or contemporaneous communications on that subject. The order-of-precedence rule in Section 9 applies to conflicts.

33.2 Assignment

You may not assign or transfer these Terms, an Account, or related rights or obligations without our prior written consent. Aurumverse may assign, transfer, subcontract, or novate these Terms or any Service to an affiliate, successor, purchaser, service provider, or Project Entity in connection with a reorganization, financing, sale, transfer of business or assets, or operational change, subject to applicable law and legitimate User interests.

33.3 No Waiver

A failure or delay to exercise a right is not a waiver. A waiver must be express and applies only to the specific instance stated.

33.4 Severability

If a provision is invalid, illegal, or unenforceable, it will be interpreted or modified to the minimum extent necessary to make it enforceable while preserving its intent, and the remaining provisions remain in effect. If modification is not permitted, the invalid part is severed.

33.5 No Partnership or Agency

These Terms do not create a partnership, joint venture, employment, fiduciary, franchise, or agency relationship between you and Aurumverse. Creators, affiliates, service providers, Project Entities, and other Users are not authorized agents of Aurumverse unless expressly stated in writing.

33.6 Third-Party Beneficiaries

Aurumverse’s affiliates, Project Entities, and the protected parties identified in Sections 27 through 29 are intended beneficiaries of those protections and may rely on and enforce them. Except as stated, no other person is a third-party beneficiary.

33.7 Survival

Provisions concerning ownership, transaction finality, fees and taxes, Project Documents, User Content licences, intellectual property, risk acknowledgements, disclaimers, liability, indemnity, disputes, and provisions that by their nature should survive will remain effective after suspension, closure, or termination.

33.8 English Version

These Terms are prepared in English. A translation may be provided for convenience. To the extent permitted by law, the English version controls if there is an inconsistency.

33.9 Notices

We may send notices to the email address associated with your Account, post them in your Account or on the Platform, or use another electronic method you have accepted. Notice is effective when sent or posted, unless law requires otherwise. Notices to Aurumverse must be sent to the contact below.

34. Contact Us

Questions, complaints, and notices regarding these Terms may be sent to Aurumverse LLC at admin@aurumverse.io.