



INPERSONA
data that matters

inPersona Data-NFT Primary Purchase Terms & Conditions

(Effective Date: Jan 1, 2023)

01. Definitions

In these Terms the following meaning is ascribed to the terms listed below:

“Data” means any digital data collected by a IoT Wearable device or sensors bound to the Data-NFT.

“NFT” means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard, issued and tradable on the Vyvo Smart Chain, Polygon and Binance Smart Chain, blockchain used to mint the NFT.

“Creator” means the entity which released to the public the NFT, on behalf of its issuer, Vyvo Smart Chain LTD.

“Effective Date” as between you and the Owner, the later of (a) the date on which these Terms are attached to the Purchased NFT for the first time; or (b) the date on which you became the Owner.

“Owner” means the current owner of the NFT. In case of transfer of ownership, including by way of a Resale, the recipient becomes the sole Owner of the Purchased NFT. There may be several different owners of each NFT throughout time but only one Owner at a time. Owner shall include the Primary Owner and all subsequent Owners.

“Own” means, with respect to an NFT, holding the rights assigned to the NFT under these terms, not any related Data, following a recorded transfer or assignment of such rights on the relevant blockchain, making the holder there of the Owner of the Purchased NFT (and related Data).

“Primary Assignment” means the first assignment by the Creator of the rights, title and interest in and to the property rights on the IoT Wearable device or Sensors associated to the NFT to the Primary Owner, subject to the terms of the License, as detailed in section 3 of the Terms.

“Primary Owner” means the individual or entity qualifying as Owner on the Effective Date and party to the Primary Assignment.

“Purchased NFT” means an NFT that one has purchased, or acquired in any way, and thus Owns altogether with certain rights to the related Data.

“Resale” means the sale by the Owner of the Purchased NFT, to a subsequent buyer, which shall own the Purchased NFT and related Data upon its effective purchase and thus become its new Owner.

“Secondary Assignment” means, in case of Resale, any and all assignment by the Owner of all its rights, title and interest in and to the property rights on the Data to the subsequent buyer of the Purchased NFT.

02. Introduction

inPersona is a unique Web3 App associated with an NFT Minted and Distributed on the Vyvo Smart Chain, Polygon and BSC network created and curated by the Creator. The Owner may use their NFT to participate in HealthFi and SocialFi program within the inPersona ecosystem, and interact with other community members that own the NFT.

These Terms of Use (“Terms”) constitute the entire agreement between you, whether acting as an individual (“You” or “Your” or the “User”) and the Creator.

The Terms shall be effective as of the Effective Date and remain in force as long as it is still attached to the Purchased NFT. By acquiring the Purchased NFT, as provided in section 3 of these Terms, in any way or form whatsoever, the Owner hereby acknowledges having read the content of these Terms and agrees to abide by them as set forth herein.

We may make changes to these Terms of Use at our discretion. Please check these Terms of Use periodically for changes. Any changes will apply on the date that they are made, and your continued access to or use after these Terms of Use have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms of Use, you may not access or use this website.

03. License

Subject to the Primary Owner continued compliance with these Terms and applicable laws, the Creator hereby assigns as of the Effective Date to the Primary Owner (or any subsequent Owner) a limited worldwide, non-exclusive, non-transferable license to hold, use, copy, and display the Purchased NFT (the “License”) solely for your own personal and non-commercial use and to; (i) sell the NFT as part of a marketplace that permits the purchase and sale of your Purchased NFT, provided that the marketplace cryptographically verifies the Owner’s rights to Purchased NFT; or (ii) use the Purchased NFT as part of a third party website or application that permits the inclusion, involvement, or participation of your Purchased NFT, provided that the website/application cryptographically verifies the Owner’s rights to the Purchased.

In no event shall the Owner have the right to use, sell, distribute or otherwise exploit the Work, in whole or in part, for any other purpose, including commercial, by any media and means. In particular, the Owner shall not have the right to revise, edit, modify, manipulate, or add to the Work in any substantial way and create and exploit derivative works thereof, in any manner and any medium whatsoever.

The Owner may not use the Work for any purpose other than as specified in this License. The Primary Owner may use the Work however they see fit, as long as their use is within the bounds of this License.

Any commercial use of the NFT is permitted only subject to entering into a commercial license with Us (which will be in our sole and absolute discretion). Any other commercial use of the NFT will be in breach of these Terms. In this event, without entering into a commercial license with the Creator, you acknowledge and agree that: (a) you are in breach of these Terms; (b) in addition to any remedies that may be available to us at law or in equity, we may immediately terminate the license granted above; and © you will be liable and responsible to reimburse Us for any costs and expenses incurred during the course of enforcing these Terms against you (including attorney and legal fees).

04. Secondary Assignment

The Primary Owner and, where applicable, all subsequent Owners, shall have the right to Resell the Purchased NFT on a marketplace allowing the purchase and sale of NFTs. The Owner shall employ its best efforts to perform the Resale only on a marketplace which cryptographically verifies each NFT owner's rights to display the NFT in order to list it for sale, to ensure that only the actual Owner can display the NFT for Resale.

The Primary Owner and, where applicable, all subsequent Owners, shall have the right to license, assign or otherwise transfer to a third-party all or part of their rights to the NFT, subject to the terms of the License.

In case of transfer of ownership of the Purchased NFT, in any way whatsoever, including Resale, the Owner agrees to assign to the subsequent Owner all rights to the NFT as detailed in Article 3 of these Terms, under the same conditions, to the extent such rights have not been previously transferred to a third-party in compliance with the Terms.

In case of transfer of ownership of the Purchased NFT, in any way whatsoever, including Resale, all rights previously granted by the Owner to a third-party, shall remain in force and fully effective after the Resale, unless otherwise agreed upon between the Owner and the subsequent buyer.

For the removal of doubt, these Terms shall govern any Resale as long as it is still attached to the Purchased NFT.

05. Fees and Royalties

The Owner acknowledges and agrees that the Creator shall have the rights to receive certain fees, 32% royalty only from the Primary sales of the Purchased NFT, as specified by the Creator during the minting process; or published on a designated page following the Primary Assignment for new uses for the Purchased NFT; or embedded in the relevant smart contract.

06. Cooperation

The Creator and the Owner shall cooperate in good faith and reasonably assist each other in the prosecution of legal proceedings involving the Data, or derivative benefits therefrom, including proceedings conducted for the purpose of protecting any and all property rights on the Data from unauthorized divulgence.

07. Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE NFT IS AT YOUR SOLE RISK, AND THAT THE NFT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, LAW, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE NFT AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE NFT, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE NFT WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE NFT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE BLOCKCHAIN WILL BE ACCURATE, (III) THE NFT OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE BY THE CREATOR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE NFT WILL BE SECURE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILL FULL MISCONDUCT.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THIRD PARTY WEBSITE OR THE BLOCKCHAIN NETWORK OR ANY EVM COMPATIBLE WALLET OR OTHER ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (ii) SERVER FAILURE OR DATA LOSS; (iii) CORRUPTED WALLET FILES; OR (iv) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE BLOCKCHAIN NETWORK, OR ANY EVM COMPATIBLE WALLET OR OTHER ELECTRONIC WALLET.

WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE BLOCKCHAIN NETWORK OR ANY EVM COMPATIBLE WALLET OR OTHER ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE BLOCKCHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

08. Limitation of Liability

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOW EVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

09. Risk Assumption

You accept and acknowledge each of the following:

To the extent that you sell your Purchased NFT, please be aware that the prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and impact the price of your Purchased NFT both positively and negatively. Given the volatility, NFTs such as inPersona should not be considered an investment. You assume all risks in that connection.

Ownership of a inPersona NFT confers ownership of NFT and the Data only. Accordingly, no information provided by Us in respect of the NFT is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing published by us qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the innovation and unique nature of the project, the company has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the NFT is in compliance with laws and regulations in your jurisdiction.

You assume all risks associated with using an Internet-based tokens, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.

NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your Purchased NFT. You understand and accept all risk in that regard.

You assume all responsibility for any adverse effects of disruptions or other issues impacting Vyvo Smart Chain, Polygon, BSC or any other blockchasin platform used by inPersona.

10. Children

Our service is not intended for children. You must be at least 18 years old to access or purchase of the NFT. If you are under 18 years old, you are not permitted to use or access the NFT. By accessing the NFT and any associated InPersona site, you represent and warrant that you are at least 18 years of age.

11. NFT Fees

You agree to pay all fees charged and incurred for any NFT made available for purchase via the Platform and through the NFT Services. Please be aware that fees prior to logging in are merely an estimate of the final fees to be paid for the NFT Services.

The final fees shall be displayed at the time of checkout and such fees may fluctuate and vary due to gas costs, fees charged by us, transaction costs, service fees, fiat to virtual currency conversion prices and other charges that are beyond our control.

You agree to all final fees listed at the time prior to checkout.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL FEES AND YOU AUTHORIZE US TO CHARGE YOUR PAYMENT METHOD ON FILE THE FULL AMOUNT OF SUCH FEES REGARDLESS OF ANY VARIANCE BETWEEN THE ESTIMATED FEES AND THE FINAL FEES OWED FOR USE OF THE NFT SERVICES.

12. NFT Transaction

Through the Platform's NFT Services you may be able to initiate, pay for, and complete a purchase of an NFT (each an "NFT Transaction"). Please verify and ensure that all information related to your Digital Wallet is accurate, current, and complete. We are not responsible for any NFT Transaction issues related to your Digital Wallet including but not limited to a mis-typed Digital Wallet address or failure by your Digital Wallet to receive an NFT.

Each NFT Transaction is not completed until such purchase and transaction is verified on the Blockchain Technology. Please be aware that we are not in control of any NFT Transaction completion or transaction times since completion of such transaction and any associated transaction times are solely controlled by the Blockchain Technology. cancelled, incomplete, late, mis-transacted, or erroneously transacted.

13. NFT Transaction Refunds

In some instances an NFT Transaction may not be completed due to situations which may be outside of our control. Such situations may include but are not limited to, limitations of the Blockchain Technology, incomplete payment information, transaction cancellation, failure by a payment processor, previous purchase of underlying NFT by a third party, late transaction submission, or other issues (collectively "NFT Transaction Cancellation").

Where an NFT Transaction Cancellation (except for Concurrent Transactions (defined below) occurs inPersona shall notify you and refund you the total fees paid or pre-authorized for that specific NFT Transaction to the same financial instrument that you used to initiate the NFT Transaction. Please be aware that due to processing times such refund may take a few days to process.

14. Concurrent Transactions

Due to the nature of Blockchain Technology it is possible for a concurrent transaction (“Concurrent Transaction”) to occur. Concurrent Transactions may occur where two submitted payments for an NFT are submitted in close proximity to each other.

Where a Concurrent Transaction occurs when using the NFT Services instead of receiving the specific NFT requested to your Digital Wallet you shall instead receive cryptocurrency equal to the NFT purchase price.

As we do not control the Blockchain Technology you release us from all liability related to any Concurrent Transactions and you agree that your sole remedy for any Concurrent Transaction is the receipt of cryptocurrency in lieu of your requested NFT through the NFT Services. We will not be able to process any refund requests for any Concurrent Transactions that occur through the NFT Services.

15. Cancellation of and NFT Transaction

You agree that upon initiation of an NFT Transaction through the checkout screen on the Platform, you cannot reverse, refund, or otherwise cancel an NFT Transaction. We reserve the right to refuse to process, cancel, or reverse, any NFT Transactions if we suspect the NFT Transaction may involve illicit activity like money laundering, terrorist financing, fraud, any crime, is in violation of any prohibition found in this Agreement or Applicable Law.

Additionally, we reserve the right to refuse to process, cancel or reverse any NFT Transaction if we believe that you have violated this Agreement or if your actions may harm us or a third party. We reserve the right to report, suspend and/or terminate your account or your use of the Platform for such suspected activity.

16. Taxes for NFTs

Depending on the Applicable Laws of your jurisdiction you may be required to pay taxes related to your use of the NFT Services and you may be required to report transactions to relevant governmental authorities in accordance with Applicable Laws.

You agree that you are solely liable for any taxes and any tax compliance related to your use of the Platform, any NFT Services, or activity involving your Digital Wallet. We shall not be liable for any taxes incurred by you under any Applicable Laws.

17. Banking Fees and Chargebacks

You expressly agree that you will not reverse or attempt to reverse any NFT Transaction submitted. You also agree that we may deduct or charge any amounts associated with or owed to us for any reversed NFT Transaction through whatever method including but not limited to a chargeback or charge reversal.

We may also deduct, charge, or otherwise offset any amounts that may be owed to us by virtual currency held by you through the Platform. You are solely responsible for maintaining any credit limits or paying for any reversal fees related to any chargebacks.

18. No Custody or Conversion

At no time during an NFT transaction or your use of the NFT Services does inPersona hold custody over your funds and inPersona is specifically not your payment agent or intermediary. Further, inPersona does not convert your funds into virtual currency to use for purchase of your NFT.

During your NFT Transaction you merely pay InPersona the fees as required for the NFT Services, which includes the purchase price of the NFT, and inPersona shall use its own virtual currency (which exclude any funds you are providing to inPersona for that specific NFT Transaction) to purchase the NFT requested for any NFT Transaction and send such NFT to the Digital Wallet address provided by you upon confirmation of such transaction on the Blockchain Technology.

19. Termination

This License applies only to the extent that the Owner continues to own the applicable Purchased NFT. If at any time the Owner sells, trades, donates, gives away, transfers, or otherwise disposes of the Purchased NFT for any reason, the License shall immediately expire for the previous Owner without the requirement of notice, and be transferred along with the Purchased NFT to its new Owner.

The aforementioned transfer of the License along with the Purchased NFT shall take place in the moment of completion, i.e. confirmation of the transaction taking place on a blockchain. In addition to the aforementioned, the Owner acknowledges that this License shall also expire in the event of destroying (burning) the Purchased NFT by any person, in which all licensed rights shall immediately and automatically return to the Creator.

20. Governing Law

If any provision in this Terms shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the initial intention of the parties.

The validity of this terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of the Republic of Singapore.