

STR.Domains Terms of Service

Thank you for using SourceLess Inc.'s ("STR.Domains") domain name registrar and related customization and community services (the "Services"). These Terms of Service (the "Agreement") outline your use of the Services or purchase of any domains ("STR.Domain") or any other product ("Assets"), and other important topics related to STR.Domains's Services, such as arbitration. These Assets/Domains are smart contracts (NFTs) created at this point on the Polygon chain (MATIC). Domains via Polygon zone are sometimes referred to as part of a category of "blockchain domains," which are work differently than traditional domain names under the Domain Name System. Please read the following carefully. We also have a privacy policy, which outlines how we handle your data.

Agreement to Terms

his Agreement is entered into by STR.Domains and the entity or person agreeing to these terms ("Customer" or "You" or "Your") by Customer's access to and use of the Services and Assets via the website and its web pages located primarily at STR.Domains offered by SourceLess, a Delaware corporation.

Changes to these Terms or Site

This Agreement is effective when the Customer is presented with this Agreement and proceeds to use the Services (the "Effective Date"). These terms may be updated and presented again to the Customer from time to time, especially as we consider decentralization methods for STR.Domain. Continued use of the Services will mean that Customer accepts the updated terms. If Customer does not agree to the Agreement or does not meet the age requirement, please stop accessing this website and using the Services and Assets.

Age Requirements

By accessing the Services, you confirm that you are not barred from purchasing or receiving the Services or Assets or accessing the Site under United States law and that you are able to bind the respective individual or entity. You confirm that you are at least 18 years old and meet the minimum age of digital consent.

Assumption of Risk

We are constantly improving the Services, Assets, and Site to make them better. The Services are subject to modification and change. No guarantees are made with respect to the Services, Assets, or Site's quality, stability, uptime, or reliability. In particular, there is no guarantee of specific name availability.

The value of the Assets are subjective and given the many unknowns about the technology, may not provide any value to You aside from the reservation of a

second level domain on a ledger maintained by STR.Domains. The Assets may not resolve in all internet browsers or have other functionality You might want. While we are dedicated to improving the underlying technology and our Services, we have no control over and make no guarantees or promises with respect to the functioning of any Asset.

There is a risk of name collisions with other blockchains, ICANN-regulated domains, and other technologies. While the STR.Domain sold via STR.Domains stem from SourceLess Inc., there is inherent risk that there could be conflicting issues with other internet names.

The regulatory regime governing blockchain technologies remains uncertain, and new regulations, law, or policy may materially adversely affect the development and performance of the Services and utility of the Assets.

The Customer is responsible for the security of its account and password associated with maintaining and accessing its Assets. You accept the inherent security risks of providing information and conducting transactions over the internet.

The Site may allow You to access third-party websites. We provide access as a convenience and are not responsible for the content, products, or services on or available from those websites. You acknowledge that You have sole responsibility for, and assume all risk arising from Your use of third-party websites.

To the extent you attempt to transfer the Assets to a third party, that third party must independently agree to the Agreement in force at the date of transfer for the transfer to be effective.

When You purchase or otherwise acquire Assets You represent, acknowledge, and agree to the following:

- a. Customer is not acquiring Asset(s) as an investment and has no expectation of economic benefit or profit as a holder of Asset(s);
- b. Customer is acquiring Asset(s) for Customer's own use or as a gift and not with a present intention or view to sell the Asset(s) to anyone else;
- c. Customer will not acquire any equity or other ownership or legal interest in STR.Domains by virtue of owning Asset(s);
- d. Customer will not portray Asset(s) as an investment or an opportunity to obtain an economic benefit or profit;
- e. Customer has an adequate understanding of the functionality and characteristics of Asset(s);
- f. Customer's acquisition and use of Asset(s) complies with applicable laws and regulations in Your jurisdiction to its knowledge and does not rely on

STR.Domains for this knowledge, including, without limitation, legal capacity, regulatory restrictions, and governmental consents;

- g. Customer will not use Asset(s) for any illegal purpose or for any kind of wagering, betting, or gambling; and
- h. Customer will comply with applicable tax obligations arising from Customer's acquisition of Asset(s).

Disclaimers and No Warranties by STR.Domains

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT ACCESS TO AND USE OF THE SERVICES AND ASSETS ARE AT CUSTOMER'S SOLE RISK, AND THAT THE SERVICES AND ASSETS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

Customer is solely responsible for determining the appropriateness of using or redistributing the Assets and assumes any risks associated with use of the Services.

STR.Domains reserves the right to investigate complaints or reported violations of our Terms of Service and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses, and internet traffic information.

STR.Domains may in its sole discretion suspend, disable, and/or terminate the accounts of Customers who have been identified as engaging in potential infringing activities or for other related reasons.

For the avoidance of doubt, STR.Domains does not control the Polygon blockchain protocol on which digital assets related to the Assets may be derived.

Domain description

What is a str.domain?

A str.domain, within the context of the Sourceless Ecosystem, is a unique digital identifier that represents more than just a traditional internet domain name. It's part of a new approach to digital identity and online interaction, typically associated with the emerging Web3 environment. Here are some key aspects of what a personal str.domain might entail:

1. **Digital Identity:** A str.domain serves as a foundational element of a user's digital identity. Unlike traditional domain names primarily used for websites, a

str.domain is likely tied closely to the individual's identity, acting as a gateway to their online presence.

2. **Blockchain Integration:** Given that Sourceless is rooted in blockchain technology, a personal str.domain is likely integrated with the blockchain, offering enhanced security, transparency, and immutability. This integration could mean that activities and transactions associated with the domain are securely recorded on a blockchain.
3. **Ownership and Control:** Users have complete ownership and control over their personal str.domain. This aspect is crucial in the Web3 paradigm, where the emphasis is on user sovereignty and decentralization. The ownership likely implies that once you acquire a personal str.domain, it belongs to you indefinitely, without the need for renewal fees or the risk of losing it to external entities.
4. **Secure Communication and Transactions:** The domain might be used for secure communications and transactions. This could include encrypted messaging, secure email, and possibly even financial transactions using cryptocurrency, all tied to the user's str.domain.
5. **Access to the Sourceless Ecosystem:** Holding a personal str.domain likely grants access to various services within the Sourceless Ecosystem. This might include storage solutions, participation in a decentralized network, and access to specialized applications and platforms that are part of the Sourceless infrastructure.
6. **Verification and Privacy:** With KYC (Know Your Customer) and AML (Anti-Money Laundering) standards in place, a personal str.domain might offer a balance between user verification and privacy. This ensures a secure environment where users can interact with confidence.
7. **Customization and Personalization:** Users might have options to customize and personalize their str.domain to reflect their online persona or brand, making it an integral part of their digital footprint.

In summary, a personal str.domain in the Sourceless Ecosystem is a modern, blockchain-integrated digital identity tool that offers security, ownership, and access to a suite of Web3 services, aligning with the broader vision of a decentralized and user-empowered internet.

Important Note: Currently, on the platform, only personal and customized domains falling outside any other categories described below are available for purchase. In the event of unintentional acquisition of domains of different types, SourceLess retains the right to refund the payment. However, this will only be done after contacting the beneficiary to

provide the option of paying the actual price of that domain. Upon purchasing a domain at the cost of a personal domain (TopBrands, Premium, Business, Non-Governmental Organizations (NGOs) and Governments, Categories, Subcategory), and due to the inability to prove ownership of the respective brand/business, individuals will be formally notified regarding:

- *Recalculation of the price for the acquired domains, as if a written request had been submitted.*
- *Full reimbursement of the amount spent.*
- *Cancellation of the purchase for violating the terms and conditions.*

Overview of Domain Types within Sourceless Ecosystem:

1. *Personal: Any domain in the format str.firstname.lastname, str.firstname, str.lastname, or any combination thereof, but not containing fewer than 5 characters, falls within the business domain category. Any personal domain can be upgraded to a business domain by paying a one-time business fee, thereby gaining access to all associated benefits of that type of domain.*
2. *Business: The business domain encompasses domains containing the names of existing companies that can demonstrate their authenticity but is not limited to them alone. The Business domain stands out through additional benefits compared to Personal and Custom domains. Premium and Top Brands domains already include the specific benefits of the Business domain. Any Personal domain can be upgraded to the Business domains by paying a one-time Business domain fee, thereby facilitating access to all advantages associated with this type of domains.*
3. *Premium: This Premium category encompasses any domain containing less than 5 characters. These domains have a*

different price and can be acquired through a direct request to the company, automatically including the specific benefits of the business domain.

- 4. Custom: Any custom domain that does not directly reference a famous brand, a well-known name, or a name of a category or subcategory within the Sourceless ecosystem. Any personal custom domain can be upgraded to the business domain by paying a one-time business fee, thus gaining access to all the benefits associated with this type of domains.*
- 5. Top Brands: Any name that refers to a famous, registered brand. The price of these domains is different and can be purchased through a direct request to SourceLess, automatically including the specific benefits of the business domain.*
- 6. Non-Governmental Organizations (NGOs) and Governments: These domains can be provided for free if the institution associated with the desired domain name contacts us at the email address office@sourceless.io.*
- 7. Categories: The str.domains platform is organized into various categories such as sports, automotive, music, etc., each having a specific number of subcategories. Business domains are classified within these categories and subcategories, having distinct prices reflecting the features and functionalities that can be activated into the Sourceless Ecosystem.*
- 8. Subcategory: The str.domains platform is structured into specific subcategories within categories such as sports, automotive, music, etc. Each category has a predefined number of subcategories. Business domains are included in these categories and subcategories, having different prices that reflect the specific features and functionalities that can be activated.*

Limitation of Liability and Indemnity

We provide the Service and Assets as is, and we make no promises or guarantees about it. Customer understands and agrees that we will not be liable to Customer or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however they arise.

Customer is responsible for its use of the Service, Assets, and Site. If You harm someone else or get into a dispute with someone else involving Your use of the Service, Assets, or Site, we will not be involved.

If You knowingly infringe someone else's intellectual property or right of publicity, violate these terms, or otherwise do illegal or beyond the intended scope things using our Services, Assets, or Site, and that costs us money in any way, we are going to seek collection of that money from You. We could also ask that You pay for our attorneys' fees, etc. due to Your actions. In a more technical sense, to the fullest extent of the law, you will indemnify and hold STR.Domains and its affiliates and their respective officers, directors, employees, and agents, harmless from and against any claims, disputes, liabilities, damages, losses, costs, and expenses, including without limitation any fees and costs arising out of or in any way related to this Agreement, the use of our Services, Assets, or Site, or violation of this Agreement.

Customer's Information

By using the Services, you may provide STR.Domains with personal information like Your email address and billing information. Our policy outlining what we do with Your personal information, and the rights You have with respect to Your personal information. Both parties agree to comply with all applicable data protection laws. To the extent the parties need to enter into additional terms regarding data privacy or data transfers we will work together in good faith to enter into such terms.

Rights the Customer has to the Assets

At the beginning of the project, the Customer is purchasing a license to the centralized Assets prior to the Assets being decentralized. At any future point where the Assets might become decentralized, the license will convert to a full assignment of the property to the Customer.

Intellectual Property/Right of Publicity and Takedowns

STR.Domains respects the intellectual property and right of publicity of others. We may make available through the Site content that is subject to these rights. We, our licensors, or third parties who otherwise own the rights, retain all rights to that content. Examples of STR.Domains trademarks include but are not limited to "STR.Domains" and its logos.

For the purpose of rendering, providing, selling, promoting, or advertising the Services, Assets, or Site, by using the Services, Assets, or Site, You grant to STR.Domains, its successors and affiliates, a perpetual, worldwide, non-exclusive, sublicensable no-charge, royalty-free, revocable copyright, trademark, and right of publicity license to use, reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute anything existing on, created, or uploaded on STR.Domains's Site or Discord channel to the extent You have such rights. This license survives termination of this Agreement by any party, for any reason. Any revocation must be in writing to str.support@sourceless.io and provide STR.Domains at least thirty days to comply.

STR.Domains reserves the right to remove or disable access to any Service or Asset or other content that may infringe or repeatedly infringe upon the intellectual property or related right of another.

If You are a copyright owner (or acting for a copyright owner) and believe that copyright infringement is taking place on or through STR.Domains's Site, please report the information via email at str.support@sourceless.io.

If You believe that any content via STR.Domains's Site infringes Your copyright, You can send STR.Domains's designated Copyright Agent a written notification of claimed infringement that contains substantially all of the following information: (i) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (ii) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material; (iii) information reasonably sufficient to permit us to contact You, such as an email address; (iv) a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by You that the above information in Your notification is accurate and a statement by You, made under penalty of perjury, that You are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and (vi) Your physical or electronic signature.

If STR.Domains receives a notice of claimed infringement from a copyright owner, STR.Domains will take reasonable steps to notify the applicable Customer that the material has been removed or disabled. This notice may be by means of a general notice on a website or by written or electronic communication to such email address that You have provided to STR.Domains. Customer may provide counter-notification in response to such notice in a written communication directed to the Copyright Agent as described above that includes the following: (i) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (ii) a statement by You, under penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iii) Your

name, address, telephone number, and a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located, or if Your address is outside of the United States, for any judicial district in which STR.Domains may be found, and that You will accept service of process from the person who provided notification requesting the removal or disabling of access to the material or such person's agent; and (iv) Your physical or electronic signature. Please note that any person who knowingly makes material misrepresentations in a notification of claimed infringement or any counter-notification may be liable for damages.

General Prohibitions

Customer agrees not to do any of the following in connection with STR.Domains Services, Assets, or Site:

- Use, display, mirror, or frame in any way the Site or any individual element within the Site, STR.Domains name, any STR.Domains trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without STR.Domains's express written consent;
- Access, tamper with, or use in any way non-public areas of the Site, STR.Domains's computer systems, or the technical delivery systems of STR.Domains's providers;
- Spam;
- Launder money;
- Access or use the Services, Assets, or Site from a territory, company, or person that is prohibited by the U.S.;
- Utilize the Services or Assets to artificially devalue or inflate prices/values;
- Claim any username for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in name squatting;
- Use automated tools to access, interact with, or generate Assets through the Services;
- Violate any applicable law or regulation; or
- Directly or indirectly encourage or enable any other individual to do any of the foregoing.

Dispute Resolution and Governing Law

ALL LEGAL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

THE GOVERNING LAW AND FORUM CHOICE IS APPLICABLE AND WILL APPLY REGARDLESS IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES. Sorry for putting that in caps, but hopefully You read it carefully. We're talking about serious and reasonably meritorious legal claims, not personal disputes that don't cause economic harm.

The parties will try in good faith to settle any Dispute within 30 days after any Dispute arises. As part of this informal resolution process, You must deliver Your written notice via email to str.support@sourceless.io. If the Dispute is not resolved within 30 days, it shall be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules").

The parties will mutually select one arbitrator. The arbitration will be conducted in English.

Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement.

The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

Payment and Billing

STR.Domains may invoice You for Your use of the Services or purchase of Assets through an unaffiliated, third-party payment service provider. The third-party service provider's terms of service shall govern and supersede this Agreement in case of conflict.

At any point prior to decentralization, if your use of the Assets violates this Agreement, STR.Domains may at its sole discretion revoke your license to the Asset(s) in exchange for a full refund. If You are unhappy with any Service or Asset, please contact us at str.support@sourceless.io and we will work to address the issue.

Force Majeure

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

No Agency

This Agreement does not create any agency, partnership, or joint venture between the parties.

Severability

If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

No Third-Party Beneficiaries

This Agreement does not confer any benefits on any third party unless it expressly states that it does.

No Waiver

Any failure by STR.Domains to enforce any right or term of this Agreement will not be considered a waiver of such right or term. The waiver of any such right or term will be effective only if in writing and signed by a duly authorized representative of STR.Domains. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Survival

The sections and obligations in this Agreement that a reasonable person would expect to survive this agreement, will. Particularly the IP and privacy sections.

Questions

If You have any questions, please do not hesitate to reach out to us at str.support@sourceless.io