

The Malakai World Pact

The following pact ("Pact") is provided for informational purposes only and is subject to the Malakai Publishing Ltd ("Company") End User License Agreement and Terms of Service ("Terms"), and any guidelines that the Company posts to the website located at www.malakai.world from time-to-time. All capitalized terms that are used but not otherwise defined in this Accord will have the meanings ascribed to them in the Terms.

1. By browsing, accessing, using or registering on the Malakai World website or mobile applications (an "App") (collectively, "Malakai World"), you agree to the following main principles:
 - a. You own the Assets you Post to Malakai World;
 - b. You grant every Member of Malakai World, including the Company, the right to mention, adapt or reuse any Asset that you Post to Malakai World;
 - c. You grant the Company an exclusive, renewable commercial License to use and monetize any Asset that you Post to Malakai World. If we are successful in monetizing your Asset, we will pay you a share of Royalties in accordance with our Monetization Terms; and
 - d. You remain the sole copyright owner of your Assets.

2. Frequently Asked Questions

While you MUST read the Company Terms in their entirety and agree to them in order to use Malakai World, below are answers to some frequently asked questions with respect to these Company Terms. If you'd like to ask us any questions that aren't covered below, or if we can otherwise help clarify anything about the Terms, then please use our contact form on the website under the 'Ask' tab. We will get back to you as soon as possible.

What kinds of Assets can I create and post on Malakai World?

Malakai World is designed to let you create characters, locations, objects, artwork and stories (collectively "Assets") that relate to the Malakai World narrative universe. You may use any artwork provided that you are the copyright owner and that you have not licensed the rights to this artwork elsewhere. You may not use anyone else's works that you do not have permission to use, or the right to authorize the Company and other Users to use, pursuant to the Company Terms.

Am I allowed to use other Members' Assets to create new Assets?

Yes. The ethos of Malakai World is to share creative ideas and to flesh out the Malakai World narrative universe in a collaborative fashion. Libraries of Assets are available for

you to browse and find inspiration from. That means that you may create Assets that feature Assets created by other Members or by the Company. You are encouraged to write stories and create artworks that feature Assets from the libraries. For example, you can write a story of your own using characters and locations created by other Members; or you can draw a scene that features objects and characters designed by other Members. This will ensure the narrative universe grows in fresh, original and exciting collaborative ways.

What does it mean that the Company may “monetize” Assets?

As more fully described in the Company Terms, it means that the Company may use any of your Assets (either alone or in combination with any other Assets created by you or any other User) for monetary gain. Whenever Assets are monetized, the Company will split the money it makes with all of the Contributing Users whose Assets generate revenue, along a schedule set out in our Monetization Terms.

What does it mean that the Company has an “exclusive, renewable commercial License” to monetize Assets?

This means that the Company may monetize your Assets as described above and in the Terms, although you still own your Asset. It also means that whatever Assets you post on Malakai World cannot be licensed to anyone else, in any way. You remain able and encouraged to share links to your posted Assets on social media and other platforms so that the audience of people who view your Assets can grow. This will make your Assets more likely to be monetized, and therefore more likely to generate revenue for you.

How are revenues from monetized Assets shared with Contributing Users?

We have set out more specific calculations in our Monetization Terms. The below breakdowns are a summary of what to expect.

When publishing a collection of Assets as a single book (“**Collection**”), 15% of revenues received by the Company from the publication of the Collection will be split evenly between the Contributing Users.

When commissioning a single Member (“**Member Author**”) to write an original novel (“**Novel**”), 10% of revenues received by the Company from the publication of the Novel will be paid to the Member Author, along with a cash advance to be determined on a case-by-case basis at the Company’s sole discretion.

When awarding merchandising rights to a collection of Assets ("**Merchandising Rights**"), 15% of revenues received by the Company from the licensing, sale and/or subsequent royalties of the Merchandising Rights will be split evenly between the Contributing Users.

When awarding licensing rights to adapt a collection of Assets for other media ("**Licensing Rights**"), 25% of revenues received by the Company from the sale and subsequent royalties of the Licensing Rights will be split evenly between the Contributing Users.

Malakai World End User License Agreement and Terms of Service

Last Modified: April 30, 2019

Introduction; your agreement to this End User License Agreement and Terms of Service.

Welcome to the Malakai Publishing Limited ("Company," or "We,") web site, related mobile applications ("App") or any other online services or properties owned or controlled by the Company (collectively, "Malakai World"). Malakai World is an online and mobile platform that allows Members (defined below) to submit, upload or post (collectively, "Post") Asset to Malakai World, and to engage with other Asset on the site by modifying, adapting and re-Posting such Asset.

This End User License Agreement and Terms of Service ("Terms") creates a legal contract between the Company and you ("You"). Visitors, Users and Registered Members of Malakai World are referred to individually as a "User" and collectively as "Users."

PLEASE READ CAREFULLY THESE TERMS. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING MALAKAI WORLD, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MUST STOP USING MALAKAI WORLD.

Table of Assets.

1. Open Source Software. Malakai World contains certain open source software. Each item of open source software is subject to its own applicable license terms, which can be procured from each software item's developer.

2. Notification of Infringement. The Company respects the intellectual property of others and takes the protection of copyrights and all other intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on or through Malakai World. The Company's intellectual property policy is to (a) remove material that the Company believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third-party by being made available through Malakai World; and (b) remove any Asset Posted to Malakai World by "repeat infringers." The Company considers a "repeat infringer" to be any User that has Posted Asset to Malakai World and for whom the Company has received more than two (2) takedown notices compliant with the provisions of the Digital Economy Act 2017 (UK Royal Assent, 27 April 2017) with respect to such Asset. The Company has discretion, however, to terminate the account of any User after receipt of a single notification of claimed infringement or upon the Company's own determination.

3. Procedure for Reporting Claimed Infringement. If you believe that any Asset made available on or through Malakai World has been Used in a manner that infringes an

intellectual property right you own or control, then please promptly send a “Notification of Claimed Infringement” email containing a link to the concerned Asset and your contact details to support@malakai.world. A designated member of our team will address your claim at the earliest opportunity. Your communication must include substantially the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the work claimed to have been infringed, or, if multiple works on Malakai World are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material;
- d. Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you are unsure whether the material available on Malakai World infringes your intellectual property rights, then we suggest that you consult a legal expert before sending us a Notification of Claimed Infringement.

Terms and Conditions.

- 1) Consideration. Our goal is for Malakai World to provide Users with a collaborative environment that inspires and facilitates the creation and sharing of interesting and novel creative Asset. To this end, we provide you with free access to Malakai World and fair compensation for any of your Assets that we monetize pursuant to the Terms for Monetizing Assets ("Monetization Terms"). In return for providing you with these benefits, you acknowledge and agree that the Company may generate revenues and increase goodwill from your use of Malakai World.

- 2) Eligibility. MALAKAI WORLD IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 13 OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM MALAKAI WORLD BY THE COMPANY. In order to use Malakai World, you must either be 18 years of age or possess parental or guardian consent and you must be fully able and competent to enter into and comply with these Terms. If you are under 18 years of age, then by using Malakai World you certify that your parent or guardian has consented to your use of Malakai World and to these Terms on your behalf, and you acknowledge and agree that your use of Malakai World is at his or her discretion. Until you are 18 years old, your parent or guardian may ask us to modify, deny access to, or terminate your account and we may do so at his or her request or at any time, for any or no reason, without notice and liability. In any case, you affirm that you are over the age of 13, as Malakai World is not intended for or targeted to any person under 13 years of age. By clicking the applicable button or box, or by otherwise using Malakai World, you represent that you meet the eligibility requirements described above and have not been previously suspended or denied permission to use Malakai World by the Company.

- 3) Privacy Policy. Your privacy is important to us. The Company's Privacy Policy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to the Company's collection, use, and disclosure of your personal information.

- 4) Additional Terms. The Company's Monetization Terms are hereby incorporated into these Terms by reference. Any additional guidelines or rules applicable to specific services and features on Malakai World may be posted or presented to you from time-to-time on Malakai World by the Company (collectively, "Guidelines," together with the Terms and Monetization Terms, the "Company Terms"). Please read all Guidelines carefully as all such Guidelines also are hereby incorporated by reference into these Terms. In the event of any conflict or inconsistency between these Terms and the Monetization Terms and/or any Guidelines, the Monetization Terms and/or Guidelines will apply solely to the extent of the conflict or inconsistency.

- 5) **Modification of the Company Terms.** We reserve the right, at our discretion, to change, modify, add, or remove portions of the Company Terms, at any time; provided, however, that we will endeavor to provide you with advance notice of any material changes. Please check the Company Terms periodically for changes. Your continued use of Malakai World after the posting of changes constitutes your binding acceptance of such changes. Any changes to the Company Terms will be effective upon posting on or through Malakai World. Notwithstanding the previous sentences of this section, no revisions to the Company Terms will be effective with respect to any dispute that arose between you and the Company prior to the date of such revision.
- 6) **Asset Downloads.** The Company will make some selected Asset available to you for download from or through Malakai World. All such Asset that you download will be subject to the terms and conditions in the Company Terms.
- 7) **Messages.** Malakai World includes features that allow you to send messages to other Users. There is no asserted confidentiality with respect to messages sent via Malakai World. You should carefully consider what you include in messages that you send to other Users through any messaging features offered in Malakai World. You represent and warrant that you will indemnify and hold the Company harmless from any and all claims arising out of your sending such messages.
- 8) **User Submissions; Licenses; Representations and Warranties.**
 - a. **Users and their Assets.**
 - i. When a User creates and posts an Asset on Malakai World, such “**Contributing User**” automatically grants other Users the right to use, adapt and incorporate this Asset into other new Assets of their own, and automatically grants the Company an exclusive license to (1) reproduce and host the Asset on computer servers or other storage devices owned and/or controlled by or on behalf of the Company; and (2) monetize the Asset in accordance with the Terms.
 - ii. If the Company uses or intends to use an Asset for monetization purposes, then the Company will notify the applicable Contributing User via e-mail to the Contributing User’s e-mail address on file with the Company. If multiple Assets are monetized, or are intended to be monetized, together as a group, all Contributing Users will receive a share of revenues, if any, derived from the monetization of their Assets in accordance with the Monetization Terms.

iii. You may delete your account and any Assets you Post to Malakai World but any Asset that was monetized during the time that your Assets were licensed for Use (as defined below) on Malakai World pursuant to the Company Terms, either directly or through other Assets that incorporated your Asset, will be kept on file by the Company, and any Contributing User's Share (as defined in the Monetization Terms) payable to you for any monetizations that include such pre-existing Asset will continue to be remitted to you pursuant to the Monetization Terms. This means that even if you remove an Asset from Malakai World, that Asset may continue to be included in perpetuity in any other Asset that includes, incorporates or makes reference to such Asset that pre-dates the removal of your Asset. Therefore, think before you Post an Asset to Malakai World!

b. Licenses.

i. To the Company. By Posting Assets to Malakai World, you hereby grant the Company a worldwide, exclusive, royalty-free, sublicensable, perpetual and transferable license to host, transfer, communicate to the public, publicly display, reproduce (including the right to synchronize in timed relation to visual images in an audiovisual work (i.e., synchronization and master use licenses)), distribute and re-distribute, combine with other Assets, and create derivative works of and otherwise use your Asset, including for commercial purposes, advertising, merchandising, commercial tie-ins, or other promotional purposes, in whole or in part, in any and all media formats and products and through any and all media channels or technologies and for any type of receiving device (by way of example and not limitation, any form of television (e.g., broadcast, satellite, cable, on-demand, and Internet-delivered television ("IPTV")), mobile communications, and to computers, smart phones and tablet computers), whether now known or hereafter devised (collectively, "Use"), in connection with Malakai World, to advertise, market, promote, and/or monetize Malakai World, Assets, or Contributing Users, and/or the business operations of the Company, its successors, and affiliates. You further grant the Company a royalty-free license to Use the name, image, and likeness of any identifiable person in any Asset you Post to Malakai World for any purpose permitted in the immediately preceding sentence.

1. By way of example and not limitation, the licenses you grant in this Section authorize the Company to include or combine your Assets with other Assets and to distribute and monetize your Assets, either in whole or in part, separately or in combination with other Assets, on any matter of television (e.g., broadcast, cable, satellite, IPTV) whether delivered linearly or on-demand, to any type of device (e.g., a tablet computer (such as an iPad) or a smartphone), via theatrical distribution, or on the Internet through Malakai World.
 2. By way of example and not limitation, the licenses you grant in this Section allow the Company and its assignees and licensees to use any Asset you Post to Malakai World in any advertising, publicity, commercial ties-in, merchandising or other promotional material for the monetization of the Asset, subject to the Monetization Terms.
 3. You further acknowledge and agree that even if another User of Malakai World violates your rights in any Asset by exceeding the license grant set forth below in these Terms or by otherwise violating these Terms, the Company and its licensees and assignees will not be in breach of this Section or any other provision of these Terms by using any Asset of such breaching Users, such as by re-tweeting a Post by such breaching User.
- ii. To Other Malakai World Users. By Posting an Asset to Malakai World, you hereby grant each User of Malakai World a worldwide, non-exclusive, royalty-free, perpetual (for the duration of the copyrighted work), and transferable license to access, download, use, reproduce, modify, adapt, prepare derivative works of, and combine your Asset with any other material, in whole or in part, and in any media formats, solely for the purposes of creating an Asset for re-Posting to Malakai World for any purposes authorized in the Company Terms and for no other purpose.
- iii. Reservation of your Rights. Notwithstanding the licenses granted above, you, as a User, retain the copyright to all your Posted Assets; provided, however that you may not withdraw or revoke any licenses granted in these Terms that would inhibit the Use of any Asset incorporating any Asset you have Posted to Malakai World.

- iv. No Liability for Unauthorized Uses. YOU HEREBY ACKNOWLEDGE THAT THE COMPANY, AND ITS ASSIGNEES AND LICENSEES, HAVE NO CONTROL OVER ANY USE OF YOUR ASSET ON THIRD PARTY WEBSITES, AND THE COMPANY AND ITS ASSIGNEES AND LICENSEES HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL CLAIMS REGARDING SUCH USES OR EXPLOITATIONS.
- v. You, As a User, Accepting License Grant from Other Users. By incorporating an Asset obtained from Malakai World in any Asset you create, you hereby agree to be bound by the provisions of the license grant set forth in these Terms. You further agree that you will (1) give attribution to each Artist whose Asset you are using (in accordance with the applicable instructions on Malakai World); (2) limit any and all uses of an Asset obtained from Malakai World to personal, non-commercial uses, excluding only cases where any of your Assets are used in monetizations; and (3) use your best efforts to prohibit third parties, other than other Users of Malakai World, from modifying any Asset that you have obtained from Malakai World. All modifications of an Asset must only be published on Malakai World to ensure compliance with these Terms, including that all Contributing Users receive proper attribution and participation in any applicable Contributing Users Revenue Pool.
- vi. Revocability; Effect of Account Termination. You may remove your Assets from Malakai World or terminate your account; provided, however, the licenses granted in this Section are perpetual and irrevocable with respect to any Asset using one or more of your Assets that were created prior to the removal of the applicable Asset(s) from Malakai World.
- d. Exclusive Rights. You retain any and all intellectual property rights you have in Assets you Post to Malakai World, subject to any preexisting rights of any third parties and the licenses granted in the Company Terms. The Company acknowledges that it has no exclusive rights in any Asset, only the exclusive license granted under these Terms to use the Asset for communication and monetization purposes.
- e. Waiver of Certain Rights. By Posting Asset to Malakai World, please understand that such Asset may be used in a manner that, once used, cannot be changed. Therefore, as a condition of your Posting Asset to Malakai World, we require that you waive certain rights as explained

below. PLEASE UNDERSTAND, HOWEVER, THAT YOU ARE NOT WAIVING ANY OWNERSHIP INTEREST IN YOUR ASSET AND YOU ARE SIMPLY GRANTING THE COMPANY AND OTHER USERS OF MALAKAI WORLD THE LICENSES SET FORTH ABOVE.

- i. Prior Inspection and Approval. By Posting Assets to Malakai World, you waive any rights of prior inspection or approval for any Use authorized above.
- ii. Rights of Privacy and Publicity. You also waive any and all rights of privacy, publicity, false light, defamation or any other rights of a similar nature in connection with your Assets, or any portion thereof, including, without limitation, your name, likeness, image, and persona or any advertising or publicity relating thereto.
- iii. Moral Rights. To the extent permitted by applicable law, you agree to transfer and assign any claims and assertions of any rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like or any other rights of an author to control the use of a work, including how the work is displayed, attributed, distributed or otherwise used and/or any right to prevent revisions, alterations or distortions of a work (collectively, "Moral Rights") with respect to any Asset you Post to Malakai World. To the extent any Moral Rights that you may have in Assets you Post to Malakai World are not assignable pursuant to applicable law, then to the fullest extent permitted under applicable law, you hereby waive and agree never to support, maintain or permit any action based on any Moral Rights, including, without limitation, any limitation on subsequent modification, that you may have in or with respect to any Asset you Post to Malakai World.
- iv. Royalty Free License Grant; Union Fees and Residuals. Except for payments due to you pursuant to the Monetization Terms, if any, you (or any other third-party) will not be entitled to any royalties or other fees for any Use, including, by way of example and not limitation, for the right to publicly display any artwork you Post to Malakai World. This also means that you are granting the Company the right to Use your Asset without the obligation to pay any royalties to any third-party (e.g., a literary publisher, a photography publisher) or any agent of any of the foregoing, a stock image company (e.g., Getty Images, Inc.), or any unions or guilds (collectively, "PRO"). In addition, the Company is not a signatory to

any union, guild or other collective bargaining agreement (including, without limitation, SAG/AFTRA, DGA and WGA) and therefore is not required to pay – and will not pay – any minimum fees, residuals, reuse fees, pension, health and welfare benefits or other benefits or payments for any Use of any Asset pursuant to the Company Terms.

- v. Similar Asset. You acknowledge and agree that given the large number of Users contributing Assets to Malakai World, there may be similar or identical ideas, designs, materials, or Assets that have been or may be generated and Posted by other Users of Malakai World or that may be originated by the Company or any of its affiliates, assignees or licensees. You will not be entitled to any compensation due to the Company monetizing such other similar or identical elements or items. If you believe any of your Assets have been incorporated into another Asset without attribution, then please report this concern by email to support@malakai.world .

- f. Notwithstanding the above, you should let the Company know immediately if you object to any uses of your Asset in the promotion of Malakai World. We will consider all reasonable requests to terminate any Use in promotions or advertising that you find objectionable, but we will have no liability to you for any Use authorized in the Company Terms. You can contact us via e-mail at support@malakai.world .

- g. Your Representations and Warranties with Respect to Asset. You are solely responsible for the Assets you Post to Malakai World and the consequences of Posting such Assets to Malakai World. By Posting your Assets to Malakai World, you affirm, represent, and warrant that: (i) you are the creator and owner of and/or have the necessary rights to use and to authorize the Company and the Company's Users to Use your Asset as necessary to exercise the licenses granted by you in these Terms and in the manner contemplated by the Company and these Terms; (ii) you have obtained all rights, licenses, permissions, authorizations, and consents from any persons who appear in any Asset you Post to Malakai World as necessary to comply with these Terms; (iii) your Assets do not and will not: (1) infringe, violate, or misappropriate any third-party right, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (2) slander, defame, libel, or invade the right of privacy, publicity or other property or proprietary rights of any other person; or (3) require the Company or its assignees or licensees or any other User to obtain any

licenses, permissions authorizations or consents from or pay any fees or royalties to any third parties for the right and licenses granted in these Terms, excluding only any potential payment to you pursuant to the Monetization Terms; and (4) you will comply with any reporting or notice obligations that you have to any third party for the licenses you have granted to the Company and other Users pursuant to these Terms, including, by way of example and not limitation, any PRO in accordance with the policies and procedures of such PRO; and (5) your Assets do not contain any viruses, adware, spyware, worms, or other malicious or harmful code. If your Asset violate the rights of any third-party, then you may be subject to criminal and civil liability.

- h. Disclaimers as to Assets and Monetization. YOU UNDERSTAND THAT WHEN USING MALAKAI WORLD YOU WILL BE EXPOSED TO ASSETS THAT INCORPORATE ASSETS CREATED AND PROVIDED BY USERS, AND THAT THE COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY, USEFULNESS, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH ASSETS AND MONETIZATIONS. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO ASSETS THAT ARE FALSE, MISLEADING, INCOMPLETE, INACCURATE, OFFENSIVE, INDECENT OR OBJECTIONABLE, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST THE COMPANY WITH RESPECT THERETO. THE COMPANY DOES NOT ENDORSE ANY ASSET (INCLUDING, WITHOUT LIMITATION, ANY ASSET EITHER ON THEIR OWN OR WHEN COMBINED WITH OTHER ASSETS FOR MONETIZATION), OR ANY OPINION, RECOMMENDATION OR ADVICE EXPRESSED THEREIN, AND THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH ALL ASSETS. IF NOTIFIED BY A USER OR AN ASSET OWNER OF ANY ASSET THAT ALLEGEDLY DOES NOT CONFORM TO THESE TERMS OR OTHERWISE VIOLATES THE RIGHTS OF ANY THIRD PARTY, THE COMPANY MAY INVESTIGATE THE ALLEGATION AND DETERMINE IN ITS SOLE DISCRETION WHETHER TO REMOVE THE ASSET, WHICH IT RESERVES THE RIGHT TO DO AT ANY TIME AND WITHOUT NOTICE OR LIABILITY TO ANY USER. FOR CLARITY, THE COMPANY DOES NOT PERMIT COPYRIGHT INFRINGING ACTIVITIES ON MALAKAI WORLD.
- i. Uploads Only. You may only submit Assets to the Company through Malakai World. Accordingly, you may not send any creative materials (including, without limitation, any photographs, images or written works) to the Company (or to any of its advisers identified in these Terms) on physical

media or through electronic mail or facsimile. If you do not comply with the requirements described in this Section, then the recipient of your creative materials will have no obligation to return them to you.

- 9) Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringement. It is the Company's policy to respond promptly to notices of alleged intellectual property infringement that comply with the Digital Economy Act 2017 ("DEA"). For more information, please go to the UK government's [Digital Economy Act 2017](#) page.

Prohibited Conduct. Without limiting any other restrictions set forth in these Terms, by using Malakai World, you agree not to:

- a) use Malakai World for any purposes other than to disseminate or receive original or appropriately licensed Assets and/or to access Malakai World as offered by the Company;
- b) Post to Malakai World any Asset for which you do not have all necessary rights, permissions, authorizations, consents, and licenses to grant the rights and make the covenants, representations, and warranties set forth in the Company Terms;
- c) rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined below);
- d) Post to Malakai World or distribute any defamatory, libelous, or inaccurate Assets;
- e) Post to Malakai World or distribute any Asset or messages that are unlawful or that the Company in its sole discretion deems to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate or shocking to the conscience (collectively, "Objectionable Asset");
- f) impersonate any person or entity, falsely claim an affiliation with any person or entity, or access Malakai World accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or Asset of information transmitted via Malakai World, or perform any other similar fraudulent activity;
- g) delete the copyright or other proprietary notices on Malakai World or Asset;

- h) make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of Malakai World. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- i) use Malakai World for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- j) defame, harass, abuse, threaten or defraud Users of Malakai World, or collect, or attempt to collect, personal information about Users or third parties without their consent, or use Malakai World for any commercial use, it being understood that Malakai World is for your personal, non-commercial use only, and in the absence of your Asset being included in a Monetization, you may not sell or receive any monetary benefit from any Asset on Malakai World;
- k) use Malakai World if you are under the age of 13 years old;
- l) remove, circumvent, disable, damage or otherwise interfere with security-related features of Malakai World or Assets, features that prevent or restrict use or copying of any Asset accessible through Malakai World, or features that enforce limitations on the use of Malakai World or Assets ;
- m) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Malakai World or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- n) modify, adapt, translate or create derivative works based upon Malakai World or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
- o) intentionally interfere with or damage operation of Malakai World or any User's enjoyment of Malakai World, by any means, including, without limitation, by Posting or otherwise disseminating to Malakai World viruses, adware, spyware, worms, or other malicious code.

If you encounter any Objectionable Asset on Malakai World, then please contact the Company at report@malakai.world or any other reporting functionality available on Malakai World. You acknowledge and agree that the Company

provides you the ability to report Objectionable Assets as a courtesy, and the Company has no obligation to remove or take any other action with respect to any Objectionable Asset that you report to us. The Company in its sole discretion may terminate, suspend, warn or take other appropriate actions against Users for Posting Objectionable Assets to Malakai World.

10) Account.

- a. When you use Malakai World to Post and/or download or edit information on Malakai World, you will have to create an account by providing an e-mail address, user name and password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or other device used to access Malakai World, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to the Company on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times until you voluntarily choose to terminate your use of Malakai World or your right to use Malakai World is terminated by the Company. If the Company determines that your e-mail address is no longer valid, then the Company may suspend your right to use Malakai World until you provide a current e-mail address or terminate your account, in its sole discretion. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify the Company. You may be liable for the losses incurred by the Company or others due to any unauthorized use of your account on Malakai World prior to your notification of the Company of the loss, theft or unauthorized disclosure or use of your account ID or password.
- b. The Company reserves the right to (i) reject or revoke the right of any User to any User name used on Malakai World, or (ii) revise any User name used on Malakai World, in each case, at any time and for any or no reason. If you impersonate another person or seek to give the false impression as to your true identity, then you are likely to not only lose the User name that you created for Malakai World but you will also be kicked off Malakai World.

11) Third-Party Sites, Products and Services; Links. Malakai World may include links or references to other web sites or services solely as a convenience to Users ("Third Party Sites"). The Company does not endorse any such Third Party Sites or the information, materials, products, or services contained on or accessible through Third Party Sites. In

addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through Malakai World are solely between you and such advertiser. ACCESS AND USE OF THIRD PARTY SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THIRD PARTY SITES, IS SOLELY AT YOUR OWN RISK.

12) Termination.

- a) Termination by the Company. You agree that the Company, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) you may have with the Company or your use of Malakai World and remove and discard all or any part of your account, User profile, and any Asset, at any time for any violation of the Company Terms. The Company may also in its sole discretion and at any time discontinue providing access to Malakai World, or any part thereof, with or without notice. You agree that any termination of your access to Malakai World or any account you may have or portion thereof may be effected without prior notice, and you agree that the Company will not be liable to you or any third-party for any such termination. You should therefore make sure that you maintain backup copies of any Asset you Post to Malakai World. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have at law or in equity. As discussed herein, the Company does not permit infringing activities on Malakai World, and will remove all Asset that are found to be infringing.

- b) Termination by you. Your only remedy with respect to any dissatisfaction with (i) Malakai World; (ii) any term of the Company Terms; (iii) any policy or practice of the Company in operating Malakai World; or (iv) any Asset or information transmitted through Malakai World, is to terminate these Terms and your account. You may terminate these Terms at any time by deleting your account with Malakai World and discontinuing use of any and all parts of Malakai World. To delete your account or request that the Company remove any of your Asset from Malakai World, send an e-mail to support@malakai.world . The Company will use reasonable efforts to respond promptly to your request for termination or Asset removal, and will process your request in no event later than ninety (90) days following receipt of your e-mail. Your account will be deemed terminated upon the Company's confirmation to you that your account has been deleted.

13) Ownership of Malakai World; Credits and Title.

- a) The Company. Malakai World is owned and operated by the Company. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of Malakai World provided by the Company (collectively, the "Materials") are

protected by United Kingdom copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any Asset that are provided and owned by Users, all Materials contained on Malakai World are the property of the Company or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to the Company or its affiliates and/or third-party licensors. The Company hereby grants you a non-exclusive, non-assignable, non-sublicensable and revocable license to access and use Malakai World in accordance with the Company Terms, subject to the Company's right to terminate your right to use Malakai World in its sole discretion at any time and for any or no reason. Except as expressly authorized by the Company in writing, you agree not to sell, license, distribute, copy, modify, publicly perform, publicly display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. The Company reserves all rights not expressly granted in these Terms, and there are no implied licenses granted by the Company to you or any third-party.

- b) Credits and Title. The Company may accord credits with respect to Monetizations at its sole discretion, including, for avoidance of doubt, selecting the form, nature and placement thereof. Users accordingly waive any and all rights with respect to receiving a credit in connection with a Monetization, and further acknowledge that they have no right to require a specific title with respect to a Monetization. Notwithstanding the foregoing, Contributing Users will receive attribution with respect to Assets monetized in accordance with these Terms.

14) Indemnification. You agree to indemnify, defend, and hold the Company, its affiliated companies, contractors, officers, directors, employees, shareholders, agents, and advisors, and its third-party suppliers, licensors, partners, licensees, sublicensees, successors and assigns (each, a "Company Party," and collectively, the "Company Parties") harmless from and against any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of Malakai World, any violation by you of the Company Terms, or any breach of the representations, warranties, and covenants made by you in these Terms. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify any Company Party if the Company has a good faith belief that you are unable or unwilling to adequately defend the Company Parties, and you agree to cooperate with the defense of these claims. The applicable Company Party will use reasonable efforts to notify you of any claim, action, or proceeding for which it is entitled to indemnification upon becoming aware of it. Notification to you via e-mail will be sufficient for notice pursuant to this paragraph and it is your responsibility to maintain a current e-mail address on file with the

Company at all times. A Company Party's inability to contact you via e-mail for any reason will not nullify your indemnification obligations under these Terms.

15) Disclaimers; No Warranties; Release.

- a) No Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, WITH RESPECT TO ALL ASSETS AND MATERIALS MADE AVAILABLE ON OR THROUGH MALAKAI WORLD. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY COMPANY PARTY OR THROUGH MALAKAI WORLD WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

- b) "As is" and "As available" and "With All Faults". YOU EXPRESSLY AGREE THAT USE OF MALAKAI WORLD AND ALL ASSETS AND MATERIALS IS AT YOUR SOLE RISK. MALAKAI WORLD AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, ASSET, MATERIALS, THIRD PARTY SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH MALAKAI WORLD ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

- c) Asset. THE COMPANY PARTIES DO NOT WARRANT THAT THE DATA, SUBMISSIONS, FUNCTIONS, ASSETS, MATERIALS OR ANY OTHER INFORMATION OFFERED ON OR THROUGH MALAKAI WORLD OR ANY THIRD PARTY SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

- d) Accuracy. THE COMPANY PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF MALAKAI WORLD, ASSETS, MATERIALS OR ANY THIRD PARTY SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

- e) Harm to your Computer. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, ASSETS OR DATA THROUGH MALAKAI WORLD (INCLUDING RSS FEEDS) OR ANY THIRD PARTY SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY

(INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

- f) Release. You agree not to hold any Company Party liable for the Asset, actions, or inactions of other Users of Malakai World, and you hereby release all Company Parties from any and all claims, demands, losses, liabilities, and damages, including, but not limited to, actual and consequential, of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have or claim to have with one or more Users, including whether or not any Company Party becomes involved in any resolution or attempted resolution of the dispute. Any dispute you have with another User of Malakai World is to be resolved by you and such User in any forum with jurisdiction over such dispute, and you agree to indemnify any Company Party for any costs incurred by it if you involve such party in the dispute or any attempt to resolve such dispute.

16) Limitation of Liability and Damages.

- a) Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL ANY COMPANY PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE MALAKAI WORLD OR ANY THIRD PARTY SITES, OR ANY OTHER INTERACTIONS WITH ANY COMPANY PARTY, EVEN IF THE COMPANY OR ANY OTHER COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b) APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT BECAUSE SUCH LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE COMPANY, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY, THE COMPANY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT THE COMPANY WOULD NOT BE ABLE TO OFFER MALAKAI WORLD TO YOU ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS.

- c) Limitation of Damages. IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF MALAKAI WORLD OR YOUR INTERACTION WITH OTHER USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAYABLE TO YOU BY THE COMPANY FOR ANY MONETIZATION, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.
- d) Third Party Sites. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN THE COMPANY AND RECEIVED THROUGH OR ADVERTISED ON MALAKAI WORLD OR RECEIVED THROUGH ANY THIRD PARTY SITES.

17) Dispute Resolution.

- a) Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND THE COMPANY AND EACH OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS **AGREE TO ARBITRATION** (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF MALAKAI WORLD. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit <https://www.lcia.org/> for more information about arbitration.
- i) Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a "**Notice**"), or, in the absence of a mailing address provided by you to the Company, the Company may send you notice via any other method available to the Company, including via e-mail. The Notice to the Company should be addressed to: Malakai Publishing Ltd, 1 Princeton Mews, 167 London Road, Kingston-Upon-Thames, Surrey, KT2 6PT, United Kingdom (the "**Arbitration Notice Address**"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (the "**Demand**"). If you and the Company do not reach an agreement to resolve the claim within

thirty (30) days after the Notice is received, then you or the Company may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION SHALL BE ADMINISTERED BY THE LONDON COURT OF INTERNATIONAL ARBITRATION ("LCIA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (the "Rules"), AS MODIFIED BY THIS AGREEMENT. The Rules and LCIA forms are available online at <https://www.lcia.org/> or by calling the LCIA at +44 (0) 20 7936 6200. If you are required to pay a filing fee to commence an arbitration against the Company, then the Company will promptly reimburse you for your confirmed payment of the filing fee upon the Company's receipt of the Notice at the Arbitration Notice Address along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than GBP1,000, in which case you are solely responsible for the payment of the filing fee.

- ii) Arbitration Proceeding. The arbitration will be conducted in the English language. A single independent and impartial arbitrator will be appointed pursuant to the Rules, as modified herein. You and the Company agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (1) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (2) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (3) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- iii) No Class Actions. YOU AND THE COMPANY AGREE THAT YOU AND THE COMPANY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION SHALL BE NULL AND VOID.

- iv) Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within one hundred twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional thirty (30) days in the interests of justice. All arbitration proceedings

will be closed to the public and confidential and all Asset relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of California in conducting the arbitration. You acknowledge that these terms and your use of Malakai World evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.

- b) Governing Law. These Terms and your use of the Service will be governed by the substantive laws of the United Kingdom without reference to its choice or conflicts of law principles, and you and the Company hereby submit to the personal jurisdiction and venue of these courts.
- c) Equitable Relief. The foregoing provisions of this Dispute Resolution Section do not apply to any claim in which the Company seeks equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by the Company or any third-party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against the Company, including with respect to any Asset, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.
- d) Claims. You and the Company agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or Malakai World, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
- e) Improperly Filed Claims. All claims you bring against the Company must be resolved in accordance with this Dispute Resolution Section. All claims filed or brought contrary to this Dispute Resolution Section will be considered improperly filed. Should you file a claim contrary to this Dispute Resolution Section, the Company may recover solicitor's fees and costs up to GBP5,000, provided that the Company has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

18) Miscellaneous.

- a) Notice. The Company may provide you with notices, including those regarding changes to these Terms, by e-mail, regular mail or postings on Malakai World, and you agree to accept notices via e-mail as further described below. Notice will be deemed given twenty-four (24) hours after e-mail is sent, unless the Company is

notified that the e-mail address is invalid, in which case you accept notice via any other means permitted by law. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through Malakai World or obtained through other lawful means. In such case, notice will be deemed given three days after the date of mailing. Notice posted on Malakai World is deemed given thirty (30) days following the initial posting.

- b) Rights Cumulative; No Waiver. Except as otherwise provided in these Terms, the rights and remedies provided in these Terms and all other rights and remedies available at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy will preclude the concurrent assertion of any other right or employment of any other remedy. No failure or delay on the part of the Company in the exercise of any power or right under these Terms will operate as a waiver thereof. No single or partial exercise of any right or power under these Terms by the Company will operate as a waiver of such right or of any other right or power. The waiver by the Company of a breach of any provision of these Terms will not operate or be construed as a waiver of any other or subsequent breach of these Terms.
- c) Severability. If any provision of these Terms or any Guidelines are held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions of these Terms.
- d) Assignment. These Terms and related Guidelines, and any rights and licenses granted hereunder, excluding only your right to receive a Contributing User 's Share (as defined in the Monetization Terms) of a monetized Asset's Revenue (as defined in the Monetization Terms), may not be transferred or assigned by you, but may be assigned by the Company without restriction. Any assignment attempted to be made in violation of these Terms will be void. This Agreement will bind and inure to the benefit of your and the Company's successors and permitted assigns.
- e) Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to these Terms, the Monetization Terms and all Guidelines incorporated by reference into these Terms.
- f) Headings. The captions and headings in these Terms are intended only for convenience, and will in no event be construed to define, limit or describe the

scope or intent of these Terms, or of any provision of these Terms, nor in any way affect the interpretation of these Terms.

- g) Entire Agreement. These Terms, the Privacy Policy, the Monetization Terms and all Guidelines constitute the entire agreement between you and the Company relating to the subject matter herein and supersede all prior or contemporaneous agreements or understandings between you and the Company with respect to such subject matter.
- h) Consent to Electronic Communications. By using Malakai World, you consent to receiving communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
- i) Mobile Services. Malakai World will be accessible via your mobile devices ("Mobile Services"). Your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of Malakai World and the related Mobile Services must be in accordance with the Company Terms.
- j) Address. Our mailing address is:

Malakai Publishing Ltd.
1 Princeton Mews
167 London Road
Kingston-Upon-Thames, Surrey
KT2 6PT, United Kingdom

Asset Submission Guidelines

All capitalized terms used but not otherwise defined in these Asset Submission Guidelines will have the meanings ascribed to them in the above Terms.

A Contributing User may Post an Asset to Malakai World, provided that:

1. Such Asset complies with the Terms;
2. Such Asset is owned by you, subject to third-party Asset licensed to you for and in a manner consistent with the grant of rights made by you to the Company and other Users in the Terms;
3. Such Asset does not contain Asset prohibited by the Terms;
4. Such Asset does not require the Company to obtain any licenses, permissions, authorizations or consents from or pay any fees to any third-party, except as set forth in the Terms and Monetization Terms;
5. Such Asset does not include any material or elements that are subject to a collective bargaining agreement; and
6. Such Asset is in accordance with any other Guidelines that the Company may post to Malakai World from time-to-time.

Terms for Including Content for Monetized Assets

All capitalized terms used but not otherwise defined in these Terms for Including Contents for Monetized Assets ("Monetization Terms") have the meanings ascribed to them in the Malakai Publishing Limited ("Company") End User License Agreement and Terms of Service ("Terms").

1. Notice of Selecting an Asset and Grant in Contributing User's Profit Pool.
 - a. Process.
 - i. Contributing Users Defined. If you have Posted an Asset to Malakai World and it is selected for monetization in accordance with the rights granted in the Terms, then you will be deemed a "Contributing User" for such Asset and the Company will notify you of such selection via electronic mail to the address associated with your account. For avoidance of doubt, (1) the Company will have the right to modify and edit any Asset, and it is only the final version of an Asset designated and distributed by the Company for monetization that will be commercialized; and (2) only Contributing Users whose Assets are part of such Monetization will be eligible, pursuant to these Monetization Terms, for compensation resulting from the commercial exploitation of such Asset.
 - ii. Contributing User Shares. If any Asset you have Posted to Malakai World is monetized, commercialized, and generates proceeds for a Contributing Users' Revenue Pool (defined below), then the Company will notify you via electronic mail to the address associated with your account of the Contributing User's Share (defined below) that has been granted to you following monetization. The Company reserves the right to change the allocation of the Contributing Users' Revenue Pool among all Contributing Users for a Monetization at its sole discretion and at any time before the first revenue-generating transaction of that Monetization takes place.
2. Allocating Contributing Users' Revenue Pool.
 - a. Eligibility - Each Contributing User to a Monetization will share in an applicable Contributing Users' Revenue Pool provided he/she:
 1. has accepted the Terms;
 2. complied with the Submission Guidelines; and
 3. Posted an Asset to Malakai World that is included in a Monetization.
 - b. Overall Revenue Pool Available to Contributing Users:
 1. The "Contributing Users' Revenue Pool" from a Monetization will mean the share, set aside for Contributing Users, of revenues received by the Company from either:

- a. the publication of a collection of Assets as a single book (“Collection”);
 - b. the publication of an original novel (“Novel”) commissioned from a single Member (“Member Author”);
 - c. the licensing, sale and/or subsequent royalties of the the merchandising rights to a collection of Assets (“Merchandising Rights”);
 - d. the licensing, sale and/or subsequent royalties of licensing rights to adapt a collection of Assets for other media (“Licensing Rights”); or
 - e. any other Monetization linked to the commercial exploitation of an Asset.
2. The Contributing Users’ Revenue Pool is set as the following share of Monetization revenues:
- a. 15% of revenues received by the Company from the publication of a Collection;
 - b. 10% of revenues received by the Company from the publication of a Novel commissioned from a Member Author;
 - c. 15% of revenues received by the Company from the licensing, sale and/or subsequent royalties of the Merchandising Rights to a collection of Assets;
 - d. 25% of revenues received by the Company from the licensing, sale and/or subsequent royalties of the Licensing Rights to adapt a collection of Assets for other media;
 - e. A portion of revenues of any other Monetization linked to the commercial exploitation of an Asset, to be determined on a case-by-case basis upon each Monetization;
- c. Allocations of Participation within Contributing Users’ Revenue Pool
- i. Every Contributing Users’ Revenue Pool will be split evenly between the Contributing Users of all Assets that form part of the Monetization in question.
 - ii. In the case of a commissioned novel from a single Member Author, that Member Author will be the sole recipient of the entire Contributing Users’ Revenue Pool as defined above, along with an additional payment in the form of a cash advance of an amount to

be decided on a case-by-case basis for each Novel but to be no less than GBP1,000.

- d. When Contributing Users' Revenue Pool is Set and Paid.
- i. The Contributing Users' Revenue Pool will be calculated quarterly for each Monetization that is distributed and commercially exploited during such quarterly period, and the Company will make available to each Contributing User for such Monetization a statement (the "Contributing User Quarterly Statement") setting forth the calculation of the Contributing Users' Revenue Pool for such Monetization and his/her applicable Contributing User's Share, if any. The four quarterly periods will be (1) January 1 to March 31; (2) April 1 to June 30; (3) July 1 to September 30; and (4) October 1 to December 31 (each a "Quarterly Period"). Except as provided for below, a Contributing User Quarterly Statement will be made available to a Contributing User for a Monetization within ninety (90) days following the end of each Quarterly Period provided such Monetization was commercially exploited during such Quarterly Period.
 - ii. Public Disclosures of Contributing User Payments. PLEASE NOTE THAT ALL CONTRIBUTING USER QUARTERLY STATEMENTS ARE MADE PUBLICLY AVAILABLE ON MALAKAI WORLD. WE MAKE ALL DISCLOSURES PUBLICLY AVAILABLE IN AN EFFORT TO PROVIDE FULL TRANSPARENCY TO ALL CONTRIBUTING USERS, USERS, AND THE GENERAL PUBLIC. IF YOU DO NOT WISH TO HAVE PAYMENT INFORMATION TO YOU MADE PUBLIC, THEN YOU SHOULD NOT CONTRIBUTE ASSETS TO MALAKAI WORLD.
 - iii. Please see our Privacy Policy for more information about how information about you may be shared or disclosed to third parties.
 - iv. Minimum Balance Requirements. Distributions of a Contributing Users' Revenue Pool for a Production will not be payable until the minimum balance of the Contributing Users' Revenue Pool is equal to or greater than One Thousand Pounds Sterling (GBP1,000.00) (the "Minimum Revenue Pool Balance"). Once the Minimum Revenue Pool Balance is achieved, all Contributing Users for such Monetization will be eligible for a distribution equal to their Contributing User's Share. Payments due Contributing Users pursuant to this paragraph will, except as provided for below, be due within ninety (90) days following the end of each Quarterly Period in which such balance thresholds have been achieved. All payments will be made in British Pounds Sterling currency.
 - v. Minimum Balance Carryforwards. If a Minimum Revenue Pool Balance for a Monetization is not achieved for a Quarterly Period,

then such Minimum Revenue Pool Balance will be carried over to successive Quarterly Periods until such Minimum Revenue Pool Balance is achieved.

- vi. Offsets and Reimbursements for Overpayments. In the event of any overpayments to a Contributing User for any Monetization, the Company will have the right to offset such sums from any future payments due such Contributing User, whether from the same Monetization or a different Monetization. If an overpayment has been made to you in excess of GBP1,000, then the Company has the right to demand a reimbursement from you, and you agree to make such reimbursement to the Company within thirty (30) days of receipt of the Company's request for such reimbursement. The Company may make a request to you via electronic mail and you agree to accept communications via electronic mail. If an e-mail does not bounce back upon delivery, then you will be deemed to have received such e-mail one (1) business day following the transmission of such e-mail to you.
- vii. Preparation of Contributing User Quarterly Statements; No Contest Rights. The Company will prepare Contributing User Quarterly Statements in good faith, and the calculation of the Contributing Users' Revenue Pool will apply to all Contributing Users participating therein. You are not permitted to contest a Contributing User Quarterly Statement or your Contributing User's Share. You acknowledge and agree that the Company is only able to offer Contributing Users participation in a Contributing Users' Revenue Pool on these terms and conditions and that permitting contest rights would be unduly burdensome and expensive for the Company.
- viii. Delays in Distributions. Each Contributing User acknowledges and agrees that the Company is a small, start-up company and that distributing each Contributing User's Share to each Contributing User can be labor intensive, time-consuming, and expensive. We also want to make sure we get it right - which, in and of itself, is a difficult and time-consuming process. Each Contributing User therefore agrees that the Company may suspend a distribution of Contributing User's Share for up to two Quarterly Periods if the Company is not reasonably capable, in light of its then-current resources, of making a timely distribution. A determination of reasonable capability will be made, if ever, at the sole discretion of the board of directors of the Company. Any temporary suspension of distributions pursuant to this section will result simply in a temporary carryforward of any Contributing User's Share account balances, which will eventually be distributed to you in accordance

with these Monetization Terms. In the event the Company delays the distribution of Contributing User's Share pursuant to this section, the Company will notify the Contributing Users allocated a Contributing User's Share subject to delay by electronic mail to the e-mail address associated with each such Contributing User's account, and each Contributing User hereby consents to receive such notification via electronic mail. Malakai World may also provide notice by posting a message on Malakai World, such notice to be in addition to – and not a substitute for – notice by e-mail.