

PeopleBrowsr

Master Terms of Service

Version 7.21

Last updated: 30 March 2026

www.peoplebrowsr.com

Terms of Service — Overview

Terms of Service — Overview

PeopleBrowsr — game-play, entertainment, social engagement, cultural collecting | [9 Parts \(A-I\)](#)

STRUCTURE

Document Architecture

9 Parts: A (End User), B (Definitions), C1–C3 (Token Economy), C4 (Asset Transactions), D (OneHub Owners), E (.Kred Domains), F (AI Agents), G (Merchandise), H (California), I (Privacy).

ENTITIES

Dual-Entity Architecture

Empire.Kred Pty Ltd operates all Digital Asset activities (XP, Credits, Gifts, Collectible NFTs, Gen 2 Shares, Merchandise). KYC Kred Pty Ltd provides Regulated Virtual Asset designated services as an optional add-on.

ASSETS

Asset Classification

Digital Assets (DAs): unregulated collectibles and game tokens under \$100. Regulated Virtual Assets (RVAs): assets with potential value of USD \$100 or more, requiring KYC and governed by KYC Kred under Part C3.

CDD TIERS

CDD Tier Framework

Tier 0A: unverified, email and IP only. Tier 0B: phone-verified, Known Human badge. Tier 1: simplified KYC for RVA access. Tier 2: standard (moderate activity). Tier 3: enhanced (high risk, biometrics recommended).

SETTLEMENT

Settlement Architecture

DA transactions settle in Credits (permanently locked, platform-only). KYC-verified sellers may elect USDC payout for eligible transactions. No Fiat-to-USDC exchange service — users acquire USDC independently.

COMPLIANCE

Key Compliance Features

Non-custodial Embedded Wallets (Privy). Travel Rule from 1 July 2026. AUSTRAC VASP registration (100578101). Dispute resolution via ACICA arbitration. All NFTs transferred peer-to-peer.

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Terms of Service — Overview

Which Parts apply to you? / **User role determines applicable Parts**

ALL USERS

Parts A, B, and I

Every user accepts the End User Terms (Part A), Master Definitions (Part B), and Data and Privacy Policy (Part I). These apply to browsing, registration, game-play, social engagement, and all platform activity.

GAME-PLAY AND COLLECTING

Parts C1 and C2

XP, Kredits, Gifts, Gen 2 Shares. Platform Economy Terms (C1) and Gifts Terms (C2). Off-chain game reward points and permanently locked tokens for entertainment, engagement, and cultural collecting.

RVA TRANSACTIONS

Part C3

Designated Service Terms (KYC Kred Pty Ltd). Opt-in only. Requires direct agreement, KYC verification, and CDD Tier Framework compliance. USDC receipt, Potentially High Value NFT trading.

ASSET TRANSACTIONS

Part C4

Asset Transaction Terms for all Collectible NFT and RVA transactions. Dual-track: Track 1 (DA) with Empire.Kred, Track 2 (RVA) with KYC Kred. Licence table, IP rights, payment terms.

CREATORS AND OPERATORS

Parts D, E, and F

OneHub Owner Terms (D): configure hubs, settlement, RVA Activities. .Kred Domain Terms (E): DNS and ENS registration. Agentic AI Terms (F): deploy AI Agents, AgenticID, Kred Matrix.

SUPPLEMENTARY

Parts G and H

Merchandise Terms (G): physical and digital goods, IP obligations, delivery and refunds. California Addendum (H): DFPI guardrail, non-custodial statement, consumer disclosures for CA residents.

Most users need only Parts A, B, C1, C2, and I. RVA transactions (Part C3) are opt-in. OneHub ownership (Part D) and AI Agent deployment (Part F) have separate terms.

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These Terms of Service (**Terms**) govern the relationship between the PeopleBrowsr group of companies (as identified in each Part below) (**PeopleBrowsr, us, or we**) and anyone who accesses or uses our products, services, applications, or Platform (collectively, **Services**). The Platform design relies on PeopleBrowsr’s almost two decade history of building applications for game-play, entertainment, social engagement, community building, and cultural collecting. The Platform makes use of the company’s deep skills and patents in these core technologies — processing social streams, identity scoring, and non-fungible blockchain tokenisation.

By using the Services, you accept these Terms. If you do not agree, stop using the Services. These End User Terms govern your access to the Platform and its services.

These Terms consist of the following Parts, each of which applies to the relevant users:

Contracting Entities

Each Part of these Terms identifies the specific entity within the PeopleBrowsr group that is the contracting party for that Part:

Part	Contracting Entity
A – End User Terms	PeopleBrowsr group of companies
C1 – Platform Economy Terms (XP and Kredits)	Empire.Kred Pty Ltd (ACN 602 735 973)
C2 – Gifts Terms	Empire.Kred Pty Ltd (ACN 602 735 973) (all Gifts are DAs)
C3 – Designated Service Terms (KYC Kred Pty Ltd — RVA Activities)	KYC Kred Pty Ltd (ACN 625 041 536), VASP-registered under Australian AML/CTF law (see Part B)
C4 – Asset Transaction Terms	Empire.Kred Pty Ltd (ACN 602 735 973) (all OneHubs). KYC Kred Pty Ltd (ACN 625 041 536) provides designated services directly for RVA transactions.
D – OneHub Owner Terms	Empire.Kred Pty Ltd (ACN 602 735 973) (all OneHubs). KYC Kred Pty Ltd (ACN 625 041 536) provides designated services directly for RVA transactions.

Part	Contracting Entity
E – .Kred Domain Terms	TLD Registrar Pty Limited (ACN 164 960 865)
F – Agentic AI and Autonomous Agent Terms	PeopleBrowsr group of companies
G – Merchandise Terms	Empire.Kred Pty Ltd (ACN 602 735 973)
H – California Addendum – DFPI / Stored-Value Consumer Guardrail	PeopleBrowsr Inc. (California users only)
I – Data and Privacy Policy	PeopleBrowsr group of companies

Supplemental terms for specific Services may also apply and are incorporated by reference. Where supplemental terms conflict with these Terms, the supplemental terms prevail to the extent of that inconsistency.

Undefined capitalised terms in any Part have the meaning given in the **Master Definitions** (Part B).

User-Friendly Summary and Reading Guide

What Is This Document?

These Terms of Service ("Terms") are the legal agreement between you and the PeopleBrowsr group of companies that governs your use of the PeopleBrowsr platform, KYC Kred, Empire.Kred, and all associated services. They cover everything from game-play and entertainment to collecting digital art and music, acquiring Collectible NFTs or Regulated Virtual Assets (RVAs), registering .Kred domains, operating a OneHub, using XP or Kredits, deploying AI Agents, and purchasing merchandise.

Empire.Kred Pty Ltd is the contracting entity for all Platform activity. KYC Kred Pty Ltd provides add-on functionality when a OneHub owner wishes hub users to engage with USDC or Regulated Virtual Assets (RVAs). Most users interact exclusively with Empire.Kred. KYC Kred activates only when a OneHub owner enables RVA functionality and a user opts into designated services. Digital Asset (DA) transactions do not constitute designated services under the AML/CTF Act.

This guide is written for both human readers and AI agents that may process this document. Whether you are a person reviewing these Terms directly or an automated system parsing them on behalf of an Agent Operator, the obligations described here apply in full.

Which Parts Apply to You?

Not every part of the Terms applies to everyone. Use this guide to find which sections are relevant to you.

If you...	Read these Parts
Use the platform at all (everyone)	Part A (End User Terms) + Part I (Data & Privacy Policy)
Use XP or Kredits	Also Part C1 (Platform Economy Terms)
Give, receive, or use Gifts	Also Part C2 (Gifts Terms)
Conduct RVA transactions (trade Regulated Virtual Assets or receive USDC)	Also Part C3 (Designated Service Terms)
Create or acquire Collectible NFTs	Also Part C4 (Asset Transaction Terms, including Licence Table)
Operate a OneHub	Also Part D (OneHub Owner Terms)
Register or hold a .Kred domain	Also Part E (.Kred Domain Terms)
Deploy or operate an AI Agent	Also Part F (Agentic AI Terms)
Buy or sell merchandise	Also Part G (Merchandise Terms)
Are a California resident	Also Part H (California Addendum)

If you deploy or operate an AI Agent, your agent inherits your obligations under all applicable Parts. See Part F for agent-specific terms.

All capitalised terms have the same meaning throughout the document. You can find every definition in the **Master Definitions** section (Part B).

Asset Classification Framework

The Platform supports both regulated and unregulated digital assets. This framework explains how each asset is classified, who the contracting entity is, and which regulatory obligations apply.

Unregulated Digital Assets (DA)

Contracting Entity: Empire.Kred Pty Ltd (ACN 602 735 973)

Qualifying criteria: Used exclusively in games • Purely collectible • Loyalty and rewards • Event access • Low value (under USD \$100)

#	Asset	On-Chain?
1	Loyalty & Reward Points	Off-chain
2	Virtual Gifts (Emojis, Badges, Stickers)	Off-chain
3	XP (In-Game Points)	Off-chain
4	Collectible Trading Cards	On or Off-chain
5	Event Access and Membership NFTs	On or Off-chain
6	Collectible Art NFTs	On-chain
7	Collectible Music NFTs	On-chain
8	Domain Tokens (DNS, ENS)	On-chain
9	Gen 2 Shares (In-Game Asset)	On-chain (Permanently Locked)
10	Kredits (In-Game Currency)	On-chain (Permanently Locked)
11	NFT Certificates	On-chain

Regulated Virtual Assets (RVA)

Contracting Entity: KYC Kred Pty Ltd (ACN 625 041 536)

Regulated under Australian AML/CTF law • FATF Rec. 15 • KYC and CDD Required • Travel Rule Applies • AML/CTF Program

#	Asset	On-Chain?
1	Fungible Cryptocurrency	On-chain
2	Stablecoins (e.g., USDC)	On-chain
3	Potentially High-Value NFTs (USD \$100 and ab	ove) On-chain

How Assets Are Classified

When a new asset is introduced to the Platform, the following classification process applies:

Decision 1: Does the asset function as a medium of exchange, store of value, unit of account, or investment?

If Yes: The asset is classified as a Regulated Virtual Asset (RVA). KYC Kred Pty Ltd is the contracting entity. Full KYC, CDD, and AML/CTF obligations apply.

If No: Proceed to Decision 2.

Decision 2: Is the asset used exclusively in-game, as a collectible, for loyalty and rewards, or for event access?

If Yes: Proceed to Decision 3.

If No: The asset requires a regulatory review before classification.

Decision 3: Is the value less than USD \$100?

If Yes: The asset is classified as a Digital Asset (DA). Empire.Kred Pty Ltd is the contracting entity.

If No: The asset requires review and may be classified as a Regulated Virtual Asset.

Transaction Monitoring & Classification Review

All assets are subject to ongoing compliance monitoring:

Continuous Transaction Monitoring: Monitor all transactions to ensure compliance with classification rules.

Classification Verification: Verify that Digital Assets remain correctly classified under current rules.

Reclassification Detection: Flag any asset whose characteristics change (e.g., a Collectible NFT that is minted as a DA becomes an RVA).

Regulatory Review: Periodic review against applicable regulatory obligations, including the Australian AML/CTF regime, FATF, SEC, and FinCEN.

ToS Update: Update Terms of Service and classification tables when changes occur.

Important: Assets classified as unregulated Digital Assets are subject to ongoing monitoring. If an asset’s characteristics change such that it meets the definition of a virtual asset under the AML/CTF Act, it will be reclassified as a Regulated Virtual Asset and subject to full KYC and AML requirements.

This classification framework is subject to periodic review and update to reflect changes in multi-jurisdictional regulatory obligations.

Global NFT & Virtual Asset Classification

PeopleBrowsr operates across multiple jurisdictions. The following table summarises how major jurisdictions classify NFTs and virtual assets. Across every jurisdiction reviewed, the same principle applies: what a digital asset does in practice determines whether it is regulated — not what it is called or what technology it uses.

Jurisdiction	Regulator	Unregulated (Digital Assets)	Regulated (Virtual Assets)
Australia	AUSTRAC	In-game tokens, purely Collectible NFTs, loyalty/reward points, closed-loop tokens excluded under AML/CTF Act s5B(4). Effective 31 March 2026.	Digital representation of value functioning as medium of exchange, store of economic value, unit of account, or investment.
Australia	ASIC	Collectible NFTs (digital art, game-play NFTs, membership NFTs, concert ticket NFTs) unlikely to be financial products per INFO 225.	Digital assets constituting a “financial product” under s763A Corporations Act — enabling financial investment, managing financial risk, or making non-cash payments.
EU	ESMA/BA	MiCA Art. 2(3): “unique and not fungible” crypto-assets excluded, including digital art and collectibles. Caveat: fractionalised NFTs and	Crypto-assets used as medium of exchange, investment, or payment — including ARTs and EMTs. All CASPs must be authorised. Single-licence

Jurisdiction	Regulator	Unregulated (Digital Assets)	Regulated (Virtual Assets)
		large series may lose exclusion.	passporting across 27 member states.
US (Federal)	SEC	“Digital Collectibles” — NFTs designed to be collected (digital art) where purchasers do not rely on managerial efforts of others are not securities (Project Crypto, Nov 2025).	Tokens that “in substance represent a claim on the profits of an enterprise” — assessed under the Howey test.
US (Federal)	SEC	Release No. 33-11412 (17 March 2026): “Digital Collectibles — NOT Securities — Crypto assets that are designed to be collected and/or used and may represent or convey rights to	artwork, music, videos, trading cards, in-game items, or digital representations or references to internet memes, characters, current events, or trends, among other things.” Also classifies “Digital Commodities”, “Digital Tools”, and GENIUS Act Stablecoins as NOT Securities. “Digital Securities” — financial instruments enumerated in the definition of “security” formatted as or represented by a crypto asset (Release No. 33-11412).
US (Federal)	IRS	\$600/year per customer de minimis threshold for “specified NFTs” (indivisible, unique). Below \$600, no broker reporting required.	NFTs where the underlying asset is a s408(m) collectible — taxed as collectibles via look-through analysis. Broker reporting via Form 1099-DA from Jan 2025.
US (NY)	NYDFS	Collectible NFTs not used as medium of exchange or stored value sit outside BitLicense. In-game tokens, loyalty points, and prepaid cards explicitly excluded (200.2(p)).	Any business that transmits, holds, buys/sells, exchanges, or issues “Virtual Currency” (used as medium of exchange or stored value) requires a BitLicense.
US (CA)	DFPI	Securities, in-game tokens, loyalty/reward points, and prepaid cards	“Digital financial asset” = digital representation of value used as medium of

Jurisdiction	Regulator	Unregulated (Digital Assets)	Regulated (Virtual Assets)
		excluded. Licensing effective 1 July 2026.	exchange, unit of account, or store of value. Licensing required.
International	FATF	“Digital assets that are unique ... used as collectibles rather than as payment or investment instruments ... are generally not considered to be VAs.” (October 2021 Guidance).	Virtual assets used for “payment or investment purposes in practice.” Function in practice determines classification, not label or terminology.

Research compiled 21 March 2026. All sources verified at time of publication.

Key Things to Know

- **We are not a custodian of your assets.** We do not hold custody, possession, or control of any assets in your Digital Wallet. The only wallets created on the Platform are digital non-custodial wallets. We do not hold any private keys. See Part A §5 for full wallet terms.
- **Collectible NFTs are not investments.** Collectible NFTs on this platform are collectibles with no inherent commercial value. They are not financial products, securities, or investment instruments of any kind. Do not buy them expecting a financial return.
- **XP expires — two types.** Earned XP expires 60 days after issuance. Purchased XP expires 12 months after issuance. Both types are expired at the end of the calendar month in which the relevant period elapses. XP is an off-chain game mechanic with no monetary value. We have no obligation to notify you before it expires.
- **Kredits and Gen 2 Shares cannot leave the platform.** Kredits are platform rewards earned through game-play and engagement. Kredits are permanently transfer-locked tokens. They cannot be traded on external exchanges, converted to cash, or moved to any wallet outside the Platform. Their only function is to acquire Collectible NFTs within the Platform.
- **Gifts have no monetary value.** Gifts are off-chain digital assets for social engagement only. They cannot be sold, exchanged for money, or transferred outside the Platform.
- **Dispute resolution is by arbitration in Sydney, Australia.** Any dispute with us is resolved by binding arbitration in Sydney, Australia under the rules of the Australian Centre for International Commercial Arbitration (ACICA). You waive the right to participate in class actions to the extent permitted by law.
- **We can terminate your access without notice.** We may terminate or suspend your account at any time, without cause or notice. If your account has been inactive for six months or more, we may consider it abandoned. On termination: off-chain assets (XP, Gifts) may be deleted; transfer-locked tokens (Kredits, Gen 2 Shares) may be burned via smart contract; and transferable on-chain assets (Collectible NFTs, RVAs (if applicable)) remain in your self-custodial wallet, though your Platform access and licence rights are revoked. See Part A §15 for full details.
- **Two registration levels on the Platform.** When you first register, you are at Tier 0A (unverified — email and IP address only). If you complete phone verification, you move to Tier 0B and receive a Known Human badge, two-factor authentication (2FA),

and an XP reward. Phone verification is a product trust feature, not an AML/CTF requirement.

- **Digital Assets (DAs) and Regulated Virtual Assets (RVAs) are classified separately.** Most users transact in Digital Assets (DAs) only. RVA transactions require you to be eligible, enter a direct agreement with KYC Kred Pty Ltd, complete identity verification (KYC), and accept the Designated Service Terms (Part C3). You are never enrolled in RVA transactions automatically.
- **RVA Activities are only available on approved OneHubs.** RVA transaction capability is an optional add-on feature that a OneHub administrator may enable. OneHubs that do not enable RVA Activities use XP exclusively for DA transactions. If a OneHub does not have RVA Activities enabled, its users transact in Digital Assets only.
- **Your agent is you.** Any action taken by an AI Agent on the Platform is treated as your action. You are responsible for what your agent does, says, and transacts. See Part F.

CDD Tier Framework

Transitional Timeline

KYC Kred’s DCE registration (AUSTRAC 100578101) auto-rolls to VASP status from 31 March 2026. Item 50A obligations (fiat-to-virtual-asset exchange) apply from 31 March 2026. New VASP service obligations (Items 46A, 50B, 50C) are deferred to 1 July 2026. A 3-year initial CDD transition period applies to existing DCEs from 31 March 2026 to 30 March 2029. Travel rule obligations for virtual asset transfers apply from 1 July 2026.

The following infographic summarises the Customer Due Diligence (CDD) tiers that apply to Platform activity under the KYC Kred AML/CTF Program. For full details, see the AML/CTF Program.

CDD Tier Framework — KYC Kred AML/CTF Program

See Transitional Timeline above for registration status. Each tier table below shows the activities, verification requirements, and trigger conditions for CDD under the KYC Kred AML/CTF Program.

i No biometric or face verification required at Tier 1 or Tier 2. The AML/CTF framework is technology-neutral. Driver’s licence or passport verified via DVS (or equivalent identity service for non-Australian residents) is sufficient for low-value, low-risk transactions. Biometrics are recommended only at Tier 3.

⚙️ OneHub configuration determines which tiers apply. Most OneHubs operate at Tiers 0A and 0B only. Potentially High Value NFT import, minting, and trading requires additional KYC and OneHub configuration. OneHubs without RVA Activities enabled remain at Tiers 0A and 0B. Only OneHubs with RVA Activities enabled require the full KYC waterfall (Tiers 0A through 3).

Tier 0A — Unverified | No AML obligation

Activities	Verification Method	When It Applies
OneHub activities (baseline) XP (Off-chain points) • Earn XP via engagement, missions, social activity	• None required • Email address collected • IP address logged	• All new users at registration • OneHub operated by Empire.Kred Pty Ltd (no VASP obligations)

Tier 0A — Unverified | No AML obligation

- Purchase (top up) XP with fiat or crypto
- Spend XP on: in-game features; off-chain Gifts; Collectible NFTs (under \$100); Gen 2 Shares

Kredits (Permanently Locked 1155 Tokens)

Kredits are excluded under AUSTRAC s5B(4)(d) — permanently platform-locked, transfer-restricted by smart contract.

- Earn Kredits via engagement
- Purchase Kredits (up to \$200 per day) with USD or USDC
- Spend Kredits on Collectible NFTs (under \$100)
- List Collectible NFT for resale for Kredits

Merchandise

- Purchase merchandise
Potentially High Value NFTs (over \$100) may not be purchased with XP or Kredits. Potentially High Value NFTs may only be traded between KYCd counter-parties (ref Tier 1b+).

Collectible NFTs (under \$100)

- Purchase Collectible NFTs with XP, Kredits, or USD
- Mint, import, list, buy, and sell Collectible NFTs (receiving XP, Kredits, or USD proceeds matching the buyer's payment method)

No designated service at this tier. Kredits are excluded under s5B(4)(d) — platform-locked, transfer-restricted by smart contract.

- Sanctions screening on IP and geolocation


Tier 0B — Phone Verified No AML obligation		
Activities	Verification Method	When It Applies
<ul style="list-style-type: none"> • OneHub activities (enhanced) • All Tier 0A activities • Known Human badge awarded • Two-factor authentication (2FA) enabled • XP reward for verification • Transfer — Collectible NFT to external third-party wallet <p><i>Phone verification is a product trust and messaging feature, NOT AML/CTF</i></p>	<ul style="list-style-type: none"> • Phone number verified 	<ul style="list-style-type: none"> • Users who opt in to phone verification • Trust, messaging and safety feature • Does not trigger KYC gate access


Tier 1a — Simplified Low risk		
Activities	Verification Method	When It Applies
<ul style="list-style-type: none"> • RVA Activities (low value) • Receive USDC — up to \$200 per day from Collectible NFT sale • Credits purchase over \$200/day (precautionary KYC — belt-and-braces, not a regulatory obligation) 	<ul style="list-style-type: none"> • eKYC via identity service (DVS or equivalent) • Name, DOB, address • PEP and sanctions screening • Adverse media screening • Risk rating assignment <p><i>No face verification or biometrics</i></p>	<ul style="list-style-type: none"> • Low-risk residents of any non-high-risk jurisdiction • Low-value RVA Activities activity • No adverse indicators • First-time KYC gate entry • OneHub must have RVA Activities enabled • OneHub Owner must be KYCd prior to receiving USDC payouts

Tier 1b — Potentially High Value NFT Low risk		
Activities	Verification Method	When It Applies
<ul style="list-style-type: none"> • All Tier 1a activities • XP and Kredits may not be used to purchase Potentially High Value NFTs • Potentially High Value NFTs may only be traded between KYCd counter-parties • Potentially High Value NFTs may be minted or listed prior to KYC; KYC required before completion of any trade 	<ul style="list-style-type: none"> • As for Tier 1a 	<ul style="list-style-type: none"> • As for Tier 1a • OneHub must have Potentially High Value NFT trading enabled • OneHub Owner must be KYCd prior to receiving any crypto payout

Tier 2 — Standard Medium risk — Low risk foreign jurisdiction		
Activities	Verification Method	When It Applies
<ul style="list-style-type: none"> • Moderate RVA Activities activity • USDC or any crypto receipt over \$200 per day • Cumulative activity up to \$5,000 a month 	<ul style="list-style-type: none"> • As Tier 1 plus additional data corroboration • Cross-check against a second reliable, independent data source • PEP and sanctions screening • Adverse media screening <p><i>No face verification or biometrics needed</i></p>	<ul style="list-style-type: none"> • Simplified CDD criteria not met • USDC receipt above \$200 per day threshold • Higher transaction volumes • Cumulative threshold exceeded

Tier 3 — Enhanced High risk		
Activities	Verification Method	When It Applies
<ul style="list-style-type: none"> • High-risk activity • Cumulative activity over \$5,000 a month • Transfers to high-risk wallets • Unusual transaction patterns • PEP-related transactions • FATF high-risk jurisdiction 	<ul style="list-style-type: none"> • Document verification + biometrics recommended • Biometric liveness detection • Source of funds and source of wealth • Senior management (Director) approval • Increased monitoring frequency • Transaction restrictions may apply 	<ul style="list-style-type: none"> • PEP or PEP associate • FATF high-risk or increased-monitoring jurisdiction • Unusual or complex patterns • Adverse media or sanctions match • AML/CTF Officer determination

 **Wallet Architecture — Privy Self-Custodial Wallets.** All user wallets on the Platform are Privy self-custodial wallets. KYC Kred does not hold, custody, or control user virtual assets (including Potentially High Value NFTs). Users retain control of their private keys through the Privy wallet infrastructure. This self-custodial architecture is a deliberate design control to ensure KYC Kred does not provide a “virtual asset safekeeping service” under Item 46A.

 **No Fiat-to-USDC Exchange Service.** PeopleBrowsr does not arrange for the purchase, sale, or exchange of USDC or any stablecoin for fiat currency. Users must acquire USDC independently through a licensed third-party exchange before using the crypto pathway on the Platform. This is a deliberate design control to ensure PeopleBrowsr does not provide an Item 50A designated service in respect of USDC acquisition.

Part A — End User Terms

Part A — End User Terms

Platform Services — apps, APIs, smart contracts, agent infrastructure | 10 sections at a glance

§1

Your Agreement

By accessing or using Platform Services you accept these terms. We may amend at sole discretion, effective immediately upon publication. Continued use after any amendment constitutes acceptance.

§2-3

Content and User Content

Platform content is provided "as is" with no accuracy warranty. Content you post grants PB an irrevocable, perpetual, royalty-free worldwide licence to use, copy, modify, and distribute it.

§4

Transactions

Two tracks: Digital Asset (DA) transactions use XP or Credits under Empire.Kred. Regulated Virtual Asset (RVA) transactions require a direct agreement with KYC Kred and full identity verification.

§4.3

Registration Tiers

Tier 0A: email and IP only, basic access. Tier 0B: phone-verified, Known Human badge, 2FA enabled, and XP reward. Phone verification is a trust feature — it is not KYC and does not trigger RVA access.

§5

Digital Wallets

Privy self-custodial wallets use MPC key sharding. Users retain control of private keys. KYC Kred does not hold, custody, or control user keys or virtual assets at any time.

§6

Blockchain Transparency

Kredits, Gen 2 Shares, Collectible NFTs, Domain Tokens, and NFT Certificates are recorded on-chain. This provides independently verifiable transparency and an immutable audit trail of ownership.

Page 1 of 2

Part A — End User Terms (continued)

§7

Intellectual Property and DMCA

Limited, non-transferable, revocable licence for personal use. DMCA takedown and counter-notification process for US users. Accounts may be terminated after valid infringement notices.

§8

Permitted Use

Users must be 18+, or 13+ with parental consent. Prohibited conduct includes wash trading, market manipulation, hacking, sanctions evasion, and representing assets as securities or investments.

§9-13

Links, Promotions, Warranties, Liability

Third-party links are convenience only, with no endorsement. Services provided "as is" with no uptime guarantee. Liability capped at your most recent transaction price or US\$100, whichever is lower.

§14-16

Security, Privacy, Termination, Law

Data handled per Part I (Privacy Policy). Access may be terminated at any time without notice. Abandoned accounts (6+ months inactive) may be disposed of. Governed by NSW law; arbitration in Sydney via ACICA.

PeopleBrowsr ToS v7.21

Effective 30 March 2026

Privy self-custodial wallet architecture — users retain control of private keys

These End User Terms are provided by the **PeopleBrowsr group of companies**.

1. Your Agreement

By accessing or using our Platform Services, you accept these End User Terms and our Data and Privacy Policy (Part I). Continued use after any amendment constitutes

acceptance of the updated terms. These terms constitute the entire agreement between you and us about their subject matter.

The specific contracting entity for each Part is identified in the Contracting Entities table at the top of these Terms and in the header of each Part.

Anyone may browse our Platform Services without an account. Registration is required for certain features, including Platform engagement, Digital Asset creation, game features, OneHub subscriptions, and Auction bidding. AI Agents access the Platform through published APIs and are subject to Part F in addition to these End User Terms.

We may amend these terms at our sole discretion, effective immediately upon publication. Where any Platform Services content conflicts with these terms, these terms prevail.

2. Platform Services Content

We take reasonable steps to maintain accuracy; however, we give no warranty as to the accuracy, completeness, or currency of Platform Services content. Content may change without notice. We are not liable to you or any other person for any loss arising from:

- content or materials from third parties, including errors or omissions;
- content on any website we link to;
- interference with or damage to your computer or mobile device arising from use of our Platform Services or linked websites; or
- any reliance on content accessed through the Platform Services.

We do not pre-screen Content and reserve the right to remove any Content that, in our sole discretion, violates third-party rights or is otherwise objectionable. Content on the Platform Services is for information only and does not constitute advice. We are not a fiduciary and owe no duty to ensure fair pricing or to moderate user behaviour.

3. User Content

Except for personally identifiable information (covered by Part I), any Content you post, transmit, or upload to the Platform Services is treated as non-confidential and non-proprietary. You:

- consent to any acts that would otherwise infringe your moral rights in that Content;
- grant us a non-exclusive, perpetual, transferable, royalty-free, worldwide licence to use, copy, modify, and distribute that Content solely for the purposes of operating, promoting, and improving the Platform, including sublicensing to infrastructure providers, OneHub operators, and Platform partners as reasonably necessary to provide Platform Services. This licence terminates upon deletion of the Content from the Platform, except for copies reasonably retained in automated backups; and
- warrant that your Content does not and will not: breach any law; contain viruses or harmful programs; be defamatory, obscene, offensive, or promote violence or discrimination; infringe any Intellectual Property Rights or any duty owed to a third party; promote illegal activity or breach privacy; threaten or harass any person; impersonate us or any other person; or include unsolicited advertising or spam.

We assume no responsibility for Content reflecting the opinions of users.

4. Transactions

The Platform operates through OneHubs — individually configured spaces for game-play, entertainment, social engagement, community building, and cultural collecting.

Platform transactions involve two categories of assets: Digital Assets (DAs), which are unregulated, and optionally provisioned Regulated Virtual Assets (RVAs), which constitute designated services under the AML/CTF Act.

RVA transactions are provided directly by KYC Kred Pty Ltd under Part C3 and Part C4 (Track 2). Users who wish to conduct RVA transactions must enter a direct agreement with KYC Kred and complete identity verification (KYC).

4.1 Platform Activity (Digital Asset Transactions)

DA transactions use XP (Earned XP or Purchased XP) or Credits. DA transactions are governed by Empire.Kred Pty Ltd under Part C1 and Part C4 (Track 1). Collectible NFT Art or Content acquired using XP is subject to the Asset Transaction Terms (Part C4, Track 1, Licence Type 2).

DA transactions may occur as Primary Acquisitions (initial acquisitions from creators) or Secondary Transfers (subsequent user-to-user transfers). We make no representation that any particular outcome will be achieved from listing on the Platform.

Sellers who have completed identity verification with KYC Kred Pty Ltd may elect USDC payout for eligible transactions. USDC payout constitutes a designated service under the AML/CTF Act and is governed by Part C3. See the CDD Tier Framework for tier-specific settlement entitlements.

4.2 Regulated Virtual Asset (RVA) Transactions

When a OneHub has the RVA add-on enabled, an RVA transaction request is triggered when a user wishes to receive USDC or trade Regulated Virtual Assets. The eligibility, identity verification, and opt-in requirements for RVA transactions are set out in Part C3 (Designated Service Terms). Users who do not enter an agreement with KYC Kred continue to participate in DA transactions only.

For RVA transactions, sellers must be approved by our Payment Processor and comply with its terms. All asset transactions are governed by Part C4 (Track 1 for DA transactions, Track 2 for RVA transactions).

4.3 Registration Levels (Tier 0A and Tier 0B)

All new users begin at Tier 0A (unverified). Tier 0A users are identified by email address and IP address only. Tier 0A users may browse Platform Services, create an account, and participate in basic Platform activities as permitted by each OneHub.

Users who complete phone verification are elevated to Tier 0B. Tier 0B users receive: a Known Human badge (visible on their profile); two-factor authentication (2FA) enabled on their account; and an XP reward as determined by the Platform from time to time.

Phone verification at Tier 0B is a product trust, messaging and platform safety feature. It is not a regulatory requirement and does not constitute identity verification (KYC) for the purposes of Part C3 or any AML/CTF obligation. Phone verification does not trigger access to RVA transactions or any KYC obligation.

5. Digital Wallets

By connecting a Digital Wallet (including any third-party wallet) to our Platform Services, you agree to that wallet provider's terms. The only wallets created on the Platform are Privy

self-custodial wallets. Users retain control of their private keys through the Privy wallet infrastructure, which uses multi-party computation (MPC) key sharding. KYC Kred does not hold, custody, or control user private keys or virtual assets. We may hold a private key shard through Privy; however, the shard alone cannot be used to access the wallet or transfer any asset. This self-custodial architecture is a deliberate design control to ensure KYC Kred does not provide a virtual asset safekeeping service under Item 46A of the AML/CTF Act. At no time do we have custody, possession, or control of assets in your Digital Wallet. We are not a custodian and disclaim any representations that our Services will be compatible with any wallet. You are solely responsible for your wallet security, including any private key or seed phrase. We are not responsible for any loss from your wallet-related actions or omissions.

6. Blockchain Transparency

Kredits, Gen 2 Shares, Collectible NFTs, Domain Tokens, and NFT Certificates are recorded on the blockchain. This is by design, for the following reasons:

- **Transparency:** Recording these assets on-chain allows users to independently verify on-chain activity outside of platform control. You do not need to rely solely on the Platform's internal records.
- **Immutable audit trail:** The blockchain provides an immutable, publicly auditable record of asset issuance, ownership, and Platform activity, ensuring accountability and trust.

7. Intellectual Property

All rights in the Platform Services and their content — including look and feel, text, graphics, software, data, and other material — are owned by or licensed to us and protected by law. Except as authorised under Copyright Laws or these terms, you must not copy, adapt, reproduce, store, distribute, publish, or commercialise any part of the Platform Services. We grant you a limited, non-transferable, revocable licence to view and access Platform Services content solely for personal, non-commercial use (subject to any Collectible NFT Licence permitting commercial merchandise). We retain all other rights.

You must not, without our prior written consent:

- apply for or register any intellectual property rights in our Intellectual Property or Materials; or
- sell or commercialise merchandise that incorporates our Intellectual Property or Materials.

When using Materials, you must: use and disclose them at your own risk; attribute them to our Platform Services; ensure downstream users are subject to the same terms; not circumvent any technological restrictions; and not damage our reputation or imply any association or endorsement. You must comply with any take-down or cease-and-desist directions we issue.

DMCA and Trademark Notice and Takedown (US users)

We comply with the Digital Millennium Copyright Act (17 U.S.C. § 512). We will remove Content we reasonably believe infringes third-party Intellectual Property Rights upon valid notice. Misrepresentations of infringement may result in liability.

Designated Agent:

KYC Kred Pty Ltd — Attention: Designated Agent

L9 1 Chifley Sq Sydney 2000

Email: copyright@peoplebrowsr.com (Use this address for DMCA/trademark notices only. All other correspondence: contact@peoplebrowsr.com.)

Notice of Claimed Infringement must include: (a) signature of the rights owner or authorised agent; (b) description of the infringed work; (c) URL or location of the allegedly infringing material; (d) your contact details; (e) good faith belief statement; and (f) statement under penalty of perjury that the notice is accurate and you are authorised to act. For trademark claims, include the mark, registration number (if any), basis, jurisdiction, and class of goods or services.

Counter Notification must include: (a) your signature; (b) identification of the removed Content and its prior location; (c) good faith belief under penalty of perjury that the removal was a mistake; and (d) your contact details and consent to jurisdiction of the applicable US District Court. If we do not receive notice of litigation within 10 business days of forwarding your counter notification, we may, in our discretion, restore the Content.

We may terminate accounts after two or more valid takedown notices, or after even one notice at our discretion.

8. Permitted Use and Restrictions

You warrant that you are 18 years of age or older with full legal capacity, or are between 13 and 18 and have parental or guardian permission. If we discover you are under 18 and have not obtained the required consent, we may terminate your account, and any associated digital assets may be forfeited.

You must use the Services only for lawful purposes. You must not:

- reverse engineer any code, or upload viruses, malware, or harmful content;
- damage, disrupt, or misuse the Platform Services through hacking, data harvesting, or automated scripts;
- manipulate Platform mechanics, engage in wash trading, front-running, or other market manipulation;
- post or transmit content that infringes third-party rights, violates privacy, or constitutes spam;
- violate any applicable law, including OFAC requirements or laws prohibiting money laundering or financing of terrorism;
- solicit personal information from anyone under 18;
- harvest contact information for unsolicited communications;
- impersonate or create accounts under false pretences;
- build competitive products or services using the Services; or
- offer or represent our products or services as securities or investments.

You declare that you are not a citizen or resident of, and do not intend to supply digital assets to, any country subject to US embargo, UN sanctions, or UK financial sanctions, and are not a listed sanctioned person.

You may not use the Platform Services for commercial advertising or revenue generation on your own website without our express prior written consent.

9. Third-Party Links

The Platform Services may link to third-party websites. Those links are provided for convenience only. We are not responsible for third-party content, privacy practices, or any loss arising from your use of linked services. Links do not constitute endorsement.

10. Promotions

Additional terms may apply to any offer, promotion, or contest we run. Those terms prevail over these End User Terms to the extent of any inconsistency.

11. Consumer Guarantees

Nothing in these terms excludes, restricts, or modifies any consumer guarantee, condition, or warranty arising under applicable Consumer Laws that cannot be excluded. Where we breach a consumer guarantee, your sole remedy is for us to re-supply the relevant service or pay the cost of re-supply.

12. Warranties Disclaimer

The Platform Services are provided **"as is"** and **"as available"**. You use them at your own risk. To the maximum extent permitted by law, we exclude all warranties and conditions not guaranteed by law, including liability for loss of profits, incidental or consequential loss, and damages arising from breach of any express or implied warranty.

We do not guarantee: uninterrupted or error-free access; accuracy, adequacy, or completeness of Platform Services content; or that content is current.

Our maximum liability to you is the purchase price of goods or services in your most recent transaction, or US\$100, whichever is lower.

13. Limitation of Liability

To the maximum extent permitted by law, we are not liable (whether in contract, tort, for breach of statutory duty, or otherwise) for any loss or damage — direct, indirect, special, consequential, or incidental — arising in connection with:

- your use of the Platform Services or any linked services (including interference with your device);
- interruption or unavailability of the Platform Services;
- errors or omissions from the Platform Services;
- any security failure by us or any third party, including in relation to storage or transfer of data or assets;
- viruses or malicious code affecting the Platform Services or linked services;
- reliance on information from the Platform Services;
- goods or services supplied through the Platform Services;
- unauthorised access to or use of our servers or stored information; or
- any failure or omission by us under these terms.

We are not responsible for inaccuracies in third-party advertisements. Placement of advertisements is not an endorsement.

You agree to indemnify and hold harmless us, our Affiliates, and their Personnel against any action, liability, cost, claim, loss, damage, proceeding, or expense arising from your use of

the Platform Services, or from your breach of these terms or the Asset Transaction Terms, including any breach of a licence grant.

Minting participants hold us harmless for any loss from minting, including gas fees for failed transactions or losses from website or smart contract bugs.

14. Security, Privacy, and Service Access

We will comply with our Data and Privacy Policy (Part I). No data transmission over the internet is totally secure; we cannot guarantee the security of information you transmit to us. You transmit information at your own risk.

We endeavour to make the Platform Services available 24/7 although we are under no obligation to do so. We are not liable if the Platform Services are unavailable at any time or for any period. We may restrict access at our discretion.

15. Termination of Access

We may terminate your access to the Platform Services at any time, without notice, in our sole discretion. Upon termination, we have no further obligations to you. Terms that by their nature survive termination continue to apply.

If termination follows your breach or suspected unlawful conduct, it is in addition to any other legal or equitable remedies available to us.

Effect of Termination on Assets. Upon termination or abandonment (no activity for at least 6 months), the following applies to assets associated with your account:

- (a) **Off-chain assets** (XP, Gifts, off-chain badges): We may delete or expire these assets immediately, with no liability to you.
- (b) **Transfer-locked on-chain assets** (Credits, Gen 2 Shares): We may burn or freeze these assets via smart contract functionality, with no liability to you. Because these assets are permanently platform-locked and have no off-platform value, this action does not affect any asset you control outside the Platform.
- (c) **Transferable on-chain assets** (Collectible NFTs, RVAs (if applicable), and Domain Tokens in your self-custodial wallet): We may revoke your Platform access and terminate any licence rights granted under these Terms. We may delist these assets from the Platform. Because these assets reside in self-custodial wallets and the Platform does not hold, custody, or control them, we cannot and do not purport to dispose of, destroy, or transfer on-chain assets held in wallets we do not control. Your on-chain ownership record persists on the blockchain independently of Platform access.

For the avoidance of doubt, termination of Platform access revokes all licence rights (including Collectible NFT Licences, Patent Licences, and OneHub Licences) and all access to Platform features, services, and data.

16. Governing Law and Dispute Resolution

These End User Terms are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia for disputes arising under these terms.

Dispute Resolution Procedure. Any Dispute arising out of or relating to these Terms — including questions of scope or applicability of this arbitration clause — shall be resolved as follows:

(a) Informal Resolution. Before initiating any formal proceeding, the parties shall attempt to resolve the Dispute by sending written notice to the other party describing the Dispute and proposed resolution. The parties shall negotiate in good faith for 30 days from receipt of such notice.

(b) Small Claims (Disputes under USD \$10,000). If informal resolution is unsuccessful and the Dispute involves a claim of less than USD \$10,000, either party may elect resolution through online arbitration (video hearing) or small claims court (or equivalent tribunal) in the claimant's jurisdiction. No travel is required.

(c) Standard Disputes (USD \$10,000 to USD \$100,000). Disputes involving claims between USD \$10,000 and USD \$100,000 shall be determined by binding arbitration before one arbitrator, administered by the Australian Centre for International Commercial Arbitration (ACICA) under its Arbitration Rules. The hearing shall be conducted by video conference unless the arbitrator determines that an in-person hearing is necessary for the fair resolution of the Dispute. Each party shall bear their own costs.

(d) Large Disputes (over USD \$100,000). Disputes involving claims exceeding USD \$100,000 shall be determined by binding arbitration before one arbitrator, administered by ACICA under its Arbitration Rules. The seat of arbitration is Sydney, Australia. In-person attendance may be required.

(e) EU and UK Consumers. For consumers resident in the EU or UK, arbitration under this section is optional alongside court proceedings in the consumer's jurisdiction of residence, as required by applicable consumer protection law (see also Class Action and Representative Proceedings above).

Judgment on any award may be entered in any court of competent jurisdiction. This clause does not prevent either party from seeking urgent interlocutory or provisional relief.

Class Action and Representative Proceedings.

- (a) **United States users:** Each party agrees to resolve Disputes on an individual basis through binding arbitration (see below). To the fullest extent permitted under the Federal Arbitration Act (9 U.S.C. sections 1–16) and applicable state law, each party waives the right to bring or participate in any Dispute as a class action, class member, representative action, or private attorney general action. Either party may bring an individual claim in small claims court (or equivalent tribunal) in the jurisdiction where the claimant resides, provided the claim falls within that court's jurisdictional limit.
- (b) **European Union and United Kingdom users:** EU and UK consumers retain full access to representative actions under Directive (EU) 2020/1828 on representative actions and equivalent UK legislation. Arbitration for EU and UK consumers is optional and non-binding; consumers may choose court proceedings in their jurisdiction of residence.
- (c) **Australian users:** Australian consumers retain access to representative proceedings under Part IVA of the Federal Court of Australia Act 1976 (Cth) and equivalent state legislation. Arbitration remains available as an option alongside court proceedings.
- (d) **All other jurisdictions:** Each party waives the right to bring any Dispute as a class action, either as a class member or representative, or as a private attorney general, to the extent permitted by applicable law in the user's jurisdiction.

17. General

Severability. If any provision is held illegal, invalid, or unenforceable, that provision is severed and the remaining provisions continue in full force.

Part B — Master Definitions

The following definitions apply throughout all Parts of these Terms. Where a Part uses a defined term not defined in that Part, it has the meaning given here.

Acquirer (Track 1 / DA) means a user who acquires a Digital Asset (including a Collectible NFT) on the Platform (Track 1), whether in a primary acquisition or secondary transfer. For Track 2 (RVA) transactions, see Buyer.

Affiliate means any party related to us (parent, subsidiary, or other related group entity) or a third party with whom we have entered into an agreement to assist our provision of the Platform Services, and to or from which you instruct us to obtain or send data including payment instructions.

Agent Operator means any person or entity that deploys, operates, or controls an AI Agent that accesses or interacts with the Services.

AgenticID means a .Kred domain registered for use by an AI Agent.

AI Agent means any autonomous or semi-autonomous software system that accesses or interacts with the Services on behalf of an Agent Operator, including any software agent, bot, autonomous workflow, or agentic AI system.

Analytics Services means any third-party website analytics provider, including Google Analytics.

Application means any product, service, or application built on the Platform or on any PeopleBrowsr-branded or co-branded website, including subdomains, international versions, widgets, or mobile application versions.

Art means all artistic, literary, and other works or subject matter created by or the rights to which are owned or licensed by a Creator, or more specifically in the Collectible NFT Licence context, any art, design, wording, and drawings (in any form or media, including video or photographs) associated with a Collectible NFT that you Own.

Auction means a sale process in which users bid against each other on products and the final price is set at the auction end time.

Blockchain Network means a decentralised computer network utilising distributed ledger technology to record the ownership of cryptographically secured tokens.

Business Days means days that are not a Saturday, Sunday, or public holiday in New South Wales, Australia or New York, USA (as applicable).

Buyer (Track 2 / RVA) means a user who purchases or procures a Regulated Virtual Asset (RVA) on the Platform (Track 2), whether in a primary or secondary transaction. For Track 1 (DA) transactions, see Acquirer.

Chargeback means a reversal of a credit or debit card payment initiated by the cardholder's bank or payment provider.

Claim means any claim, demand, action, proceeding, or liability (including reasonable legal costs) arising from or connected with these Terms.

Collectible NFT means a Non-Fungible Token created on the Platform for the purpose of being a digital collectible, with a potential value under USD \$100. Collectible NFTs are not intended as a store of value. They are digital collectibles for entertainment, social display, and personal enjoyment. The term “Collectible NFT” includes Collectible Art NFTs, Collectible Gifts, Collectible Music NFTs, Collectible Trading Cards, Event Access and Membership NFTs, and NFT Certificates — all of which are Digital Assets (DA) under the Asset Classification Framework. Collectible NFTs with a potential value of USD \$100 or more are reclassified as “Regulated Virtual Asset (RVA) Collectible NFTs”. Collectible NFTs may be created by users through the Collectibles Studio or by OneHub Owners through Platform minting tools.

Collectible NFT Licence means the licence selected at minting (as set out in the Collectible NFT Licence Table in Part C4) that applies to a Collectible NFT.

Collectibles Studio means the Platform feature that enables users to create, personalise, animate, and list Collectible NFTs. Access to Collectibles Studio features is subject to progression levels determined by Platform activity. All Collectible NFTs created through the Collectibles Studio are Digital Assets (DAs) governed by Part C4.

Consumer Laws means applicable consumer protection laws in any relevant jurisdiction, including laws under which consumer guarantees cannot be excluded.

Content means any content, products, information, or other material created or held by a user that is posted, shared, uploaded, or otherwise made available on the Platform by a user.

Copyright Laws means any laws addressing the protection of Intellectual Property Rights, including the Australian Copyright Act 1968 (Cth) and the US Copyright Act.

Counterfeit NFT means a Collectible NFT that contains Art or Content identical or substantially indistinguishable from the Collectible NFT you Own — including any described as a knock-off, replica, imitation, clone, faux, fake, mirror image, or similar — or that mimics the layers, features, or traits of the Collectible NFT you Own, in an attempt to pass it off as genuine.

Creator means a user who creates and mints Collectible NFTs on the Platform.

Delayed KYC means the identity verification model used on the Platform, consistent with the delayed initial CDD guidance under Australian AML/CTF law. An RVA transaction request is triggered when a user wishes to receive USDC or trade Regulated Virtual Assets, at which point the user enters a direct agreement with KYC Kred Pty Ltd and must complete identity verification (KYC) as set out in the AML/CTF Program.

Digital Currency means any fungible, blockchain-based digital asset used as a medium of exchange, including Ethereum and USDC.

Digital Wallet means the applicable public key, wallet address, account, or storage device supported by our Platform Services, including any Embedded Wallet, Self-Custody Wallet, or third-party wallet. All wallets created on the Platform are non-custodial.

Dispute means any dispute, claim, or controversy arising out of or relating to these Terms or their breach, termination, enforcement, interpretation, or validity.

Earned XP means XP earned through Platform activities such as engagement, missions, or rewards. Earned XP expires 60 days after issuance, at the end of the calendar month in which the 60-day period elapses.

Embedded Wallet means a Digital Wallet comprising a decentralised smart contract that enables delegation of actions to third-party actors. We are not, by default, in control of any Embedded Wallet provided to you.

Gen 2 Share means a permanently locked ERC-1155 (or equivalent token standard on Supported Blockchains) token that represents a user's game position (share price) within the Empire.Kred economic simulation game. Gen 2 Shares have no monetary value, no unlock pathway, no secondary market, and cannot be transferred outside the Platform.

Gift means an off-chain digital asset available exclusively on the Platform, designed for platform engagement and social interaction. Gifts have no monetary value and cannot be transferred outside the Platform. Gifts may be acquired using XP or Kredits. Where the OneHub Owner has enabled Gift Enhancement, users may apply XP to a Gift to enhance its attributes or unlock additional features. When a Gift licence is revoked, the image may be minted as a Collectible NFT (remaining a DA unless the minter opts for it to become a Regulated Virtual Asset). This type of Collectible NFT may also be known as a Collectible Gift. ~~Gifts are excluded under AML/CTF Act s5B(4)(d).~~

Global Operations means the countries in which PeopleBrowsr operates, including Australia, the United States, and the United Kingdom.

Intellectual Property Rights means any and all current and future registered and unregistered rights in respect of semiconductor or circuit layouts, copyright, designs, trademarks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions, and discoveries; applications for any of the above; other rights of a similar nature arising under statute or at common law anywhere in the world; and intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization 1967 — throughout the world for the full period of those rights and all renewals and extensions.

IP Address means a number automatically assigned to your device when using the internet, which may identify you.

Known Human means a user who has completed phone verification at Tier 0B and received a Known Human badge. This is a product trust feature and does not constitute identity verification (KYC) for AML/CTF purposes.

Kred Domain Token, .Kred Domain Token means a Non-Fungible Token that records and controls DNS and ENS domain names.

Kred Matrix means the Platform's live framework for agent discovery, interaction, activity tracking, and reputation management, comprising AgentID registration, ERC-8004 agent discovery registries, Score.Kred reputation scoring, Matrix.Kred activity feeds, and associated services.

Kredit redemption means the redemption of Kredits and transfer of a Collectible NFT. The transfer occurs irreversibly within one blockchain transaction.

Kredits means ERC-1155 (or equivalent token standard on Supported Blockchains) permanently transfer-locked tokens used for DA transactions (acquiring Collectible NFTs on the Platform), which have no off-platform value and cannot be used on exchanges.

Loss means any loss, damage, cost, expense, or liability (whether direct, indirect, or consequential) arising from or connected with these Terms.

Materials means Intellectual Property and other information and Content, whether in material form or not — on or accessible via the Platform Services.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed, and the right of integrity granted to authors under Copyright Laws.

Non-Fungible Token (NFT) means a non-fungible token — a unique blockchain-based digital asset.

OneHub means a community and entertainment and game-play environment on the Platform.

OneHub Configuration means the Platform settings determining: (a) whether a OneHub operates at Tiers 0A and 0B only, or full Tier 0A–3 KYC waterfall (b) which DA and RVA settlement methods are available to sellers on the OneHub ; and (c) whether Gift Enhancement is enabled (see Part C2).

OneHub Owner means a user who creates and operates a OneHub.

OneHub with RVA Activities means a OneHub that has RVA Activities enabled by the OneHub Owner. The OneHub Owner must have completed KYC. Regulated Virtual Assets may only be purchased with USD or USDC within OneHubs with RVA Activities. KYC Kred does not perform fiat-to-USDC exchange.

Payment Processor means Stripe or any other third-party payment processor or decentralised smart contract we use from time to time.

PeopleBrowsr group of companies means PeopleBrowsr Pty Ltd and its related bodies corporate, including KYC Kred Pty Ltd (ACN 625 041 536), Empire.Kred Pty Ltd (ACN 602 735 973), TLD Registrar Pty Limited (ACN 164 960 865), and their US affiliates.

Permanently Locked 1155 Token means an ERC-1155 (or equivalent token standard on Supported Blockchains) token subject to smart contract functionality that permanently prevents transfer to any wallet address outside the Platform. Includes Kredits and Gen 2 Shares. Also referred to as Transfer-Locked.

Personal Information has the meaning given in applicable Privacy Laws and generally means information or an opinion about an identified individual, or an individual who is reasonably identifiable — whether or not the information is true, and whether or not recorded in material form.

Personnel means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director, or officer of a party.

Platform means the PeopleBrowsr cloud-based environment for application development, deployment, and interaction — including human user interfaces, AI Agent access points, published APIs, smart contract infrastructure, on-chain registries, and agentic interaction frameworks — operated by the PeopleBrowsr group of companies.

Platform Services means the Kred ecosystem of applications, APIs, smart contracts, on-chain registries, agent infrastructure, and associated web interfaces operated by the PeopleBrowsr group — including AgenticID.Kred, Score.Kred, Matrix.Kred, Empire.Kred, OneHub.Kred, GiftStudio.Kred, Link.Kred, Domains.Kred, and NFT.NYC — together with any successor, replacement, or additional services we make available from time to time.

Precautionary KYC means identity verification triggered when cumulative daily Kredits purchases reach the USD \$200 per day threshold. This is a belt-and-braces control. Kredits are excluded under s5B(4)(d) of the AML/CTF Act. The threshold ensures Customer Due Diligence data is available as a prudential measure consistent with PB's commitment to voluntary compliance.

Privacy Laws means applicable laws dealing with the collection, use, storage, and disclosure of Personal Information, including the Australian Privacy Act 1988 (Cth) and GDPR (for EU/UK users).

Primary Acquisition means the first acquisition of a Digital Asset (including a Collectible NFT) or Regulated Virtual Asset from a Creator on the Platform.

Purchase Price, Acquisition Price means the price payable by an Acquirer (Track 1, "Acquisition Price") or Buyer (Track 2, "Purchase Price") for a Collectible NFT or RVA listed on the Platform.

Purchased XP means XP acquired through a purchase transaction on the Platform. Purchased XP expires 12 months after issuance, at the end of the calendar month in which the 12-month period elapses.

Recipient means the party nominated as entitled to receive the Revenue Share.

Registrar Partner means the ICANN-accredited registrar partner of PeopleBrowsr — currently TLD Registrar Pty Limited (ACN 164 960 865).

Remix means a new Collectible NFT created by an Owner that incorporates, adapts, or transforms the Art or Content from an existing Collectible NFT. A Remix must be substantially original and clearly distinguishable from the source Collectible NFT. Remixes are subject to the Revenue Share obligations applicable to the source Collectible NFT. The Creator of the source Collectible NFT retains all Intellectual Property Rights in the original Art or Content. A Remix created by an AI Agent on behalf of an Agent Operator is treated as the Agent Operator's Remix for all purposes under these Terms.

Regulated Virtual Asset (RVA) means a tradeable NFT with a potential value of USD \$100 or more. RVAs are a distinct asset class from Collectible NFTs (DAs). RVAs may only be traded between KYC-verified counter-parties using USD, USDC or other Digital Currency. RVAs may not be acquired with XP or Kredits. RVA trading requires the OneHub to have RVA Activities enabled.

Revenue Share means the fixed revenue share percentage applicable to the Creator at the time of acquisition or transfer, or as recorded in the metadata of the NFT.

RVA Activities means the OneHub configuration elected by a OneHub Owner that enables Regulated Virtual Asset transactions on a OneHub, including receipt of USDC by sellers, trading of Potentially High Value NFTs between KYC-verified counter-parties, and any other designated service provided by KYC Kred Pty Ltd under Part C3. A OneHub with RVA

Activities enabled requires the full Tier 0A–3 KYC waterfall. RVA Activities are not available on a OneHub unless the OneHub Owner has elected to enable them and completed identity verification.

RVA Transactions means Regulated Virtual Asset (RVA) transactions provided directly by KYC Kred Pty Ltd (ACN 625 041 536), registered with AUSTRAC as a Virtual Asset Service Provider (VASP registration number 100578101). RVA transactions constitute designated services under the AML/CTF Act.

Score Gen 2 means the second generation of the Kred scoring methodology.

Secondary Transfer means the transfer of a Digital Asset (including a Collectible NFT) or Regulated Virtual Asset from one user to another on the Platform after Primary Acquisition.

Self-Custody Wallet means a user-controlled external digital wallet, the private keys of which are held solely by the user.

Supported Blockchains means Ethereum and any additional blockchain networks designated by PeopleBrowsr from time to time. The current list of Supported Blockchains is published on the Platform.

Seller (Track 2 / RVA) means a user who offers or sells Regulated Virtual Assets (RVAs) on the Platform (Track 2), whether in a primary or secondary transaction. For Track 1 (DA) transactions, see Creator.

Services means our products, services, Applications, and Platform.

SocialOS means the social identity infrastructure and API services accessible through the Platform, including the discrete API sets provided by individual Platform applications.

Third Party IP means any third-party Intellectual Property Rights.

Third Party Sites means online websites or services we do not own or control, including websites of our partners.

Track 1 means the Digital Asset (DA) transaction pathway under Part C4, operated by Empire.Kred Pty Ltd, covering Collectible NFTs and other Digital Assets.

Track 2 means the Regulated Virtual Asset (RVA) transaction pathway under Part C4, operated by KYC Kred Pty Ltd, requiring a direct agreement with KYC Kred and identity verification (KYC).

TLD Registrar Pty Limited means TLD Registrar Pty Limited (ACN 164 960 865), the contracting entity for .Kred Domain Terms (Part E).

Transfer-Locked means subject to smart contract functionality that prevents transfer to any wallet address outside the Platform. Transfer-locked assets may be moved between Platform wallets.

Users means individuals or entities who use a OneHub to search, play, post, browse, acquire, or collect Collectible NFTs, or purchase and trade RVAs.

Website means the website available at www.peoplebrowsr.com or any other website we make available from time to time.

XP means the off-chain game reward point used on the Platform, which has no blockchain representation and cannot be converted to fiat currency, cryptocurrency, or any on-chain transferable currency. XP may be Earned XP or Purchased XP, each with different expiration periods (see Earned XP and Purchased XP definitions).

Parts C1, C2, and C3 — Token Economy Overview

Parts C1, C2, C3 — Token Economy

DA ecosystem (Empire.Kred) and RVA designated services (KYC Kred) | Play, collect, and earn

C1 §1-3

XP — Game Reward Points

Off-chain game reward points with no monetary value. Earned XP expires after 60 days; Purchased XP after 12 months. Used to acquire Digital Assets (DAs) on the Platform, including Collectible NFTs and in-game features.

C1 §4-6

XP Classification

XP has no cash, exchange, or investment value. It is a game reward point, excluded under s5B(4)(b) and s5B(4)(c). XP cannot be redeemed for anything of monetary value and may be modified or discontinued at any time.

C1 §7

Gen 2 Shares

Permanently locked ERC-1155 tokens recording game positions within the Empire.Kred simulation. Created by consuming XP. Non-transferable, no monetary value, no secondary market. AI Agents may hold Gen 2 Shares under Part F.

C1 §8-11

Kredits

Permanently locked ERC-1155 tokens for acquiring Collectible NFTs within the Platform. No off-platform value, transfer-restricted by smart contract. \$200/day precautionary KYC threshold applies (belt-and-braces, not regulatory).

C2 §1-3

Gifts and Collectible Gifts

Gifts are off-chain Digital Assets for engagement, game-play, and social interaction. No monetary value. When a Gift licence is revoked, the image may be minted on-chain as a Collectible Gift — a subtype of Collectible NFT.

C2 §4-5

Gift Enhancement and Restrictions

OneHub Owners may enable Gift Enhancement, allowing users to apply XP to enhance Gift attributes. Gifts cannot be sold, transferred outside the Platform, or exchanged for money. KYC applies to any transaction involving a Collectible NFT worth over \$100.

Parts C1, C2, C3 — Token Economy

RVA designated services and settlement architecture | **KYC Kred Pty Ltd**

C3 §1-2

RVA Transaction Availability

RVA transactions are optionally provisioned and provided directly by KYC Kred Pty Ltd. The platform administrator determines availability. Users must enter a direct agreement with KYC Kred and complete identity verification.

C3 §3-4

KYC and Travel Rule

Full KYC is required before any RVA transaction completes. The CDD Tier Framework governs verification levels. Travel Rule requires originator and beneficiary information for all virtual asset transfers from 1 July 2026.

C3 §5

Settlement Architecture

No Fiat-to-USDC Exchange Service. Users must acquire USDC independently. Sellers who have completed KYC may elect USDC payout for eligible transactions. Sellers without KYC receive Credits as the settlement method.

C3 §6-7

Transitional Timeline and RVA Terms

VASP status from 31 March 2026. New obligations from 1 July 2026. RVAs may be traded using USD, USDC, or other Digital Currency between KYC-verified counterparties under Commercial Use (Licence Type 1) terms.

C1 §12 / C3

New York State Users

NY BitLicense exemption: XP and Credits are in-game rewards excluded from virtual currency regulation. Collectible NFTs (under \$100) are digital collectibles, not virtual currency. All NFTs are transferred peer-to-peer.

OVERVIEW

Dual-Entity Architecture

Empire.Kred Pty Ltd governs all DA activities (XP, Credits, Gifts, Collectible NFTs, Gen 2 Shares, Merchandise). KYC Kred Pty Ltd provides RVA designated services only. Most users remain entirely in the DA ecosystem.

RVA transactions require eligibility, opt-in, KYC, and Part C3 acceptance. Most users stay in the DA ecosystem. RVA transactions are not enabled on many OneHubs.

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Parts C1, C2, and C3 govern the Platform’s off-chain and on-chain entertainment economy and the Gifts system. The Platform’s economic mechanics exist to enhance the play and collecting experience, not to create a trading environment.

The Platform Economy (Part C1) is where all users begin. The Platform Economy encompasses game-play, entertainment, social engagement, community building, and cultural collecting. It uses XP — an off-chain game point with no monetary value — for

engagement, missions, and rewards. Users interact with Gifts (Part C2) and may acquire Collectible NFTs. Platform activities are operated by Empire.Kred Pty Ltd, except designated services involving Regulated Virtual Assets, which are provided directly by KYC Kred Pty Ltd.

The **RVA Transactions** (Part C3) are available for users who are eligible and opt in, entering a direct agreement with KYC Kred Pty Ltd and completing KYC verification. RVA transactions involve Regulated Virtual Assets constituting designated services under the AML/CTF Act, provided directly by KYC Kred Pty Ltd.

Most users are expected to transact in Digital Assets (DAs) only. RVA transactions are not automatic and not guaranteed. See Part A §4 for the distinction between DA and RVA transactions.

Part C1 — Platform Economy Terms (XP and Kredits)

By using XP or Kredits, you agree to these Platform Economy Terms. These terms are provided by **Empire.Kred Pty Ltd** (ACN 602 735 973) ("Empire.Kred", "us", "we" for purposes of this Part C1).

1. XP Overview

XP is an off-chain game mechanic for user engagement that exists solely within the Platform with no blockchain representation and no monetary, proprietary, or investment value. Platform economy activities governed by this Part are operated by Empire.Kred Pty Ltd and do not constitute designated services under the AML/CTF Act.

XP may be either **Earned XP** (XP earned through Platform activities such as engagement, missions, or rewards) or **Purchased XP** (XP acquired through a purchase transaction).

XP cannot be: converted to or redeemed for fiat currency or any cryptocurrency; transferred to any blockchain or digital wallet; sold, traded, or transferred to other users for value; or used outside the Platform.

2. XP Expiration

XP expiration depends on the type of XP:

- **Earned XP** automatically expires **60 days** after issuance.
- **Purchased XP** automatically expires **12 months** after issuance.

Both types of XP are expired at the **end of the calendar month** in which the relevant expiration period elapses. At the end of each calendar month, all Earned XP that is 60 or more days old is expired, and all Purchased XP that is 12 or more months old is expired. We have no obligation to notify you before XP expires. Expired XP cannot be recovered or reinstated under any circumstances.

3. XP Usage

XP may only be used to: acquire Digital Assets (DAs) on the Platform; and participate in Platform activities as designated by us from time to time. DAs acquired using XP is subject to the Asset Transaction Terms (Part C4, Track 1, Licence Type 2).

For the avoidance of doubt, XP may not be used to acquire or purchase Regulated Virtual Assets (RVAs). See Part C3 and Part C4 Track 2.

4. XP has No Monetary Value

XP has no cash, monetary, or exchange value; is not currency, virtual currency, or digital currency of any kind; does not represent any ownership, equity, or security interest; cannot be used to make payments; and is provided solely as a game mechanic. We have no obligation to redeem XP for anything of value.

Participation in DA transactions and use of XP does not require KYC verification. We reserve the right to implement verification requirements if required by applicable law or to prevent fraud or abuse.

5. XP Regulatory Classification

XP is designed and intended to be an in-platform game mechanic that does not constitute a virtual asset, digital currency, or regulated financial product under any applicable law. Without limiting the generality of this section, XP is intended to fall within: the **electronic game exclusion** under section 5B(4)(b); and the **loyalty/reward points exclusion** under section 5B(4)(c), of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), as amended.

6. Gen 2 Shares

Within the Empire.Kred economic simulation game and participating OneHubs, XP may be used to acquire Gen 2 Shares. Gen 2 Shares are permanently locked ERC-1155 (or equivalent token standard on Supported Blockchains) tokens that represent your game position (share price) within the simulation.

Gen 2 Shares:

- are permanently locked and cannot be unlocked under any circumstances;
- have no unlock pathway;
- cannot be transferred, sold, or traded on any external marketplace;
- have no monetary value and are not financial products, securities, stored-value instruments, or derivatives;
- exist solely as a verifiable on-chain record of your game position; and

The blockchain records the existence of each Gen 2 Share; this on-chain record exists solely as a verifiable game mechanic and does not create any right, entitlement, or expectation of economic return.

7. Kredits Overview

Kredits are ERC-1155 (or equivalent token standard on Supported Blockchains) tokens subject to transfer restrictions preventing movement outside the Platform. Kredits are permanently Transfer-Locked — they cannot be transferred outside the Platform, listed or traded on any external marketplace or exchange, bridged to any other blockchain, or used outside the Platform ecosystem.

Kredits are implemented using the ERC-1155 standard (or equivalent on Supported Blockchains) rather than fungible token standards (such as ERC-20) specifically because the ERC-1155 architecture: supports disabled or restricted transfer functions; is generally incompatible with cryptocurrency exchanges; supports multiple token types within a single contract; and supports visual representation within the Platform. The governing smart contract includes transfer-lock functionality.

AI Agents may earn and use Kredits on behalf of their Agent Operator, subject to the same terms and the additional requirements in Part F.

8. No Off-Platform Value

Kredits have no value, utility, or function outside the Platform. Kredits cannot be converted to or redeemed for fiat currency or any freely transferable cryptocurrency; sold or traded on any exchange, marketplace, or peer-to-peer platform; used as payment for goods or services outside the Platform; or transferred except through Platform-facilitated transactions.

Kredits may be used to:

- acquire Collectible NFTs through a **Kredit redemption**
- acquire Gifts within the Platform.

On completion of a Kredit redemption: your Kredits are permanently consumed; and you receive the Collectible NFT in your designated wallet.

For the avoidance of doubt, Kredits may not be used to acquire or purchase Regulated Virtual Assets (RVAs). See Part C3 and Part C4 Track 2.

9. No Guarantee of Value

We make no representation that Kredits will maintain any particular value or purchasing power. The Collectible NFTs available for acquisition using Kredits, and their Kredit cost, may change at any time without notice. Kredits are not an investment and should not be acquired with any expectation of profit or financial return.

10. Regulatory Classification

Kredits are designed to function as a platform-specific utility token that cannot be used as a medium of exchange, store of value, or investment instrument outside the Platform. The transfer-lock mechanism is a fundamental and permanent feature ensuring Kredits do not function as virtual currency, digital currency, or a regulated financial product.

Kredits are not currency, money, or legal tender; are not securities or investment products; are not digital currency exchange products; and have no value except as a mechanism for acquiring Collectible NFTs on the Platform.

Without limiting the generality of this section, Kredits are intended to fall within the **exclusion under section 5B(4)(d)** of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), as amended, as a digital representation of value similar to loyalty or reward points that is not convertible to money or a virtual asset.

11. New York State Users — Additional Terms

For users resident in New York:

Kredits and Gen 2 Shares are digital units used solely within the Platform as customer rewards within the meaning of the exemption under 23 NYCRR § 200.2(q)(5);

Kredits and Gen 2 Shares have no market, value, or application outside the Platform;

Kredits and Gen 2 Shares Kredits are permanently consumed and cannot be recovered, re-created, or returned, they are not fungible, not a medium of exchange, and do not constitute virtual currency under 23 NYCRR § 200.2(n) NYCRR § 200.2;

Kredits are implemented using the ERC-1155 standard (or equivalent on Supported Blockchains) with permanently disabled transfer functions specifically to ensure they cannot function as virtual currency.

The Kredit redemption mechanism is a one-way conversion.
Collectible NFTs acquired via Kredit redemption are unique digital collectibles, not virtual currency;

KYC Kred Pty Ltd does not engage in Virtual Currency Business Activity as defined under 23 NYCRR § 200.2(q).

Part C2 — Gifts Terms

By using Gifts, you agree to these Gifts Terms.

These Gifts Terms are provided by **Empire.Kred Pty Ltd** (ACN 602 735 973). All Gifts are Digital Assets (DAs). Any Collectible NFT minted from a Gift is governed by the Asset Transaction Terms (Part C4).

1. Gifts Overview

Gifts are off-chain Digital Assets designed for platform engagement, game-play and social interaction. Gifts may be acquired using XP or Kredits. Gifts exist only within the Platform and have no blockchain representation unless minted as on-chain Collectible NFTs under Section 3.

Examples of Gifts include - stickers, emojis, badges and virtual cars.

2. No Monetary Value

Gifts have no monetary, proprietary, or investment value. Gifts cannot be sold, traded, or exchanged for fiat currency, cryptocurrency, or any other item of value; transferred outside the Platform; or converted to any form of currency, Digital Asset, or Regulated Virtual Asset.

3. Gift Image Minting On-Chain

The Platform may, at its discretion: (a) revoke the off-chain Gift licence; and (b) allow the Gift image to be minted as a Collectible NFT on-chain under Empire.Kred terms (maximum value USD \$100). Any Collectible NFT minted under this section is a Digital Asset (DA).

For the avoidance of doubt: the Gift ceases to exist upon revocation; any minted Collectible NFT is a new digital asset, not a conversion of the Gift; minting is optional and not guaranteed; and this mechanism is not a transfer, exchange, or conversion of or to a Digital Asset, or Regulated Virtual Asset.

Any on-chain Collectible NFT minted under this section is a Digital Asset (DA) and is subject to the Asset Transaction Terms (Part C4, Track 1), including Licence Type 2.

Gift Enhancement

Where the OneHub Owner has enabled Gift Enhancement on their OneHub, users may apply XP to a Gift to enhance its attributes, unlock additional features, or improve its properties within that OneHub.

Gift Enhancement does not change the Gift's classification as an off-chain Digital Asset.

Enhanced Gifts remain excluded under AML/CTF Act s5B(4)(d). XP applied to a Gift is consumed and cannot be recovered.

4. Transfer and Expiry Restrictions

Gifts may only be shared between users within the Platform through platform-facilitated gifting mechanisms. Gifts may not be offered for sale, traded, bartered, or used as consideration for any transaction.

Gifts may expire in accordance with Platform rules communicated from time to time. Expired Gifts cannot be recovered or reinstated.

5. KYC

No KYC is required for giving or receiving Gifts.

Part C3 — Designated Service Terms (KYC Kred Pty Ltd — RVA Activities)

A Regulated Virtual Asset (RVA) is a digital asset that meets the definition of a virtual asset under the AML/CTF Act, including any asset with a potential value of USD \$100 or more.

RVAs are a distinct asset class from Digital Assets (DAs).

An RVA transaction includes Regulated Virtual Asset trading and USDC receipt capabilities.

RVA transactions are provided directly by KYC Kred Pty Ltd (ACN 625 041 536) as designated services.

By entering into RVA transactions, you agree to these Designated Service Terms.

These Designated Service Terms are provided by **KYC Kred Pty Ltd** (ACN 625 041 536), registered with AUSTRAC as a Virtual Asset Service Provider (VASP registration number 100578101). KYC Kred Pty Ltd is the designated service transaction provider for all RVA transactions globally, regardless of your country of residence.

Users who enter a direct agreement with KYC Kred Pty Ltd continue to retain full access to all DA features and actions described in Parts C1 and C2, including XP, Kredits, Collectible NFTs, Gifts, and Gen 2 Shares.

1. RVA Transaction Availability

RVA transactions may only be enabled on approved OneHubs or Platform Services.

OneHubs that do not have RVA Activities enabled operate exclusively in DA transactions (Parts C1 and C2) and use XP only.

The platform administrator determines the availability of RVA transactions and may change at any time. OneHub Owners who enable RVA Activities must clearly disclose this to their users and ensure compliance with the applicable KYC and AML/CTF obligations set out in these Terms.

2. Designated Service Actions

In RVA transactions, users may:

- (a) trade Regulated Virtual Assets (RVAs); and
- (b) receive USDC from RVA transactions.

All USDC transactions are routed through the Payment Processor. KYC Kred Pty Ltd does not directly hold, custody, or transmit USDC at any point.

3. KYC Requirements

KYC verification is **not** required to earn Kredits through Platform activities.

KYC verification **is** required as set out in the AML/CTF Program for RVA transactions, including: trading Regulated Virtual Assets; receiving USDC.

For the avoidance of doubt, completing KYC makes you **eligible** to perform RVA transactions. Eligibility does not guarantee access to all RVA transaction features.

We reserve the right to implement additional verification requirements as required by applicable law.

4. Travel Rule

In connection with RVA transfers (including USDC transfers) to off-platform wallets, we may be required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and applicable FATF Travel Rule recommendations to collect, verify, and transmit information about the originator and beneficiary of the transfer.

Before initiating any such transfer from the Platform, you must provide: your full name and residential address; and the beneficiary's wallet address and, where required, the beneficiary's name and other identifying information as we may reasonably request.

We may delay or refuse any transfer if required information is not provided, is incomplete, or cannot be verified.

5. No Fiat-to-USDC Exchange Service and Settlement

PeopleBrowsr does not arrange for the purchase, sale, or exchange of USDC or any stablecoin for fiat currency. Users must acquire USDC independently through a licensed third-party exchange before using the crypto pathway on the Platform. This is a deliberate design control to ensure PeopleBrowsr does not provide an Item 50A designated service in respect of USDC acquisition. This position is reflected in these Terms and enforced as a technical control.

USDC Payout Election. Sellers who have completed identity verification (KYC) with KYC Kred Pty Ltd may elect to receive USDC as settlement for eligible transactions. By electing USDC payout, the seller:

- (a) enters into, or confirms an existing, direct agreement with KYC Kred Pty Ltd for designated services under Part C3;
- (b) acknowledges that USDC payout is a designated service under the AML/CTF Act, and that ongoing CDD obligations apply;
- (c) acknowledges that the USDC payout is processed through a Payment Processor and that KYC Kred does not directly hold, custody, or transmit USDC; and
- (d) accepts that the Platform may revert back to Kredits settlement if the seller's KYC status lapses, is revoked, or is under reassessment.

Sellers who have not completed KYC receive Kredits as the Settlement method. Kredits are transferred peer-to-peer via smart contract from the buyer's wallet to the seller's wallet. The Platform facilitates discovery and the atomic swap mechanism; the Platform does not take custody of Kredits at any point during this transfer.

6. Transitional Timeline

See the Transitional Timeline in the User-Friendly Summary for the full registration transition schedule. Key dates: VASP status effective 31 March 2026; new VASP service obligations (Items 46A, 50B, 50C) deferred to 1 July 2026; 3-year initial CDD transition period from 31 March 2026 to 30 March 2029; travel rule obligations from 1 July 2026.

7. RVA Transaction Terms

RVAs may only be traded between KYC-verified counter-parties. Both the Seller and the Buyer must have completed KYC verification as set out in the AML/CTF Program before an RVA transaction can proceed. The trade is directly between two users' wallets via a smart contract.

RVAs may not be purchased with XP or Credits. RVAs may be purchased with USD or Digital Currency (including USDC).

Regulated Virtual Asset trading requires the OneHub to have RVA Activities enabled.

RVAs may be sold by auction. Auctions are conducted on the Platform. A Seller may list an RVA for auction by specifying the reserve price, auction duration, and payment method (USD or Digital Currency).

A Valid Bid is a bid that meets the reserve price and is placed by a KYC-verified user with sufficient funds. Each bid must exceed the previous highest bid. The highest Valid Bid at the close of the auction wins.

A bid constitutes an irrevocable offer to purchase. The winning Buyer is liable for the full bid amount. Double-spend protection applies: if a bid fails due to insufficient funds at settlement, the bid is void and the next highest Valid Bid wins.

RVAs are licensed under Licence Type 1 (Commercial Use). The licence grants full commercial rights, including the right to use, display, reproduce, and create derivative works of the Art or Content displayed on the face of the RVA for commercial purposes, subject to the terms of the licence. The Owner may not create physical merchandise once they no longer own the RVA. Derivative works are sub-licensed under the same terms (excluding Revenue Share obligations).

8. Indemnity and Limitation of Liability

To the maximum extent permitted by law, we are not responsible for any loss or damage — direct, indirect, special, or consequential — arising from your use of Credits (under Part C1) or your RVA transactions (under this Part C3), including any loss from changes to the Credits system, the Kredit redemption mechanism, or the availability of assets.

Part C4 — Asset Transaction Terms

Part C4 — Asset Transactions

Dual-track framework for DAs and RVAs | 16 sections at a glance

§1-2

Applicability and Tracks

Track 1 (DA): Collectible NFTs acquired with XP, Credits, or USD. Empire.Kred Pty Ltd.
Track 2 (RVA): Regulated Virtual Assets traded with USD or Digital Currency. KYC Kred Pty Ltd. AI Agent transactions bind the Agent Operator.

§3

Acquirer and Buyer

Transact at own risk. No investment advice. Full payment before completion. No wash trading, front-running, or manipulation. RVAs require both counter-parties to be KYC-verified. Available only on OneHubs with RVA Activities enabled.

§4-5

Creator and Seller

Must own IP rights in Art or Content. Cannot offer assets as securities. Grants us a perpetual royalty-free promotional licence. Creator selects licence type at minting and receives agreed commission on primary transactions.

§6

Risk, Title, and Refunds

Risk and title transfer on completion. All transactions are non-refundable and cannot be cancelled for change of mind. Refunds in Digital Currency are made in the same currency or US dollar equivalent. Chargebacks may result in account termination.

§7-8

IP, Ownership, and Classification

Acquirers own the NFT and receive the applicable licence, not the copyright. Collectible NFTs are entertainment collectibles excluded from virtual asset definitions. Regulatory classification based on current law and may change.

§9-10

Payments and Embedded Wallets

Transaction fees, royalties, and payment-method fees disclosed before charge. Payments processed through Payment Processor (including decentralised smart contracts). Embedded Wallets are non-custodial with delegated signing for AI Agents.

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Part C4 — Asset Transactions

Licence types, transfers, and Collectibles Studio | Licence Table and Terms

Licence Type	Personal	Remix	Buy Merch	Sell Merch
1: Commercial	Yes	Yes	Yes	Yes
2: Personal Use	Yes	As notified	Yes	No
3: View Only	Yes	As notified	No	No
4: Unassigned	Yes	As notified	With attestation	With attestation

§12

Licence Grant

Worldwide, non-exclusive, royalty-free licence in the Art or Content of a Collectible NFT. Transferable only via Permitted Transfer. Revocable. Applies for as long as the party owns the NFT.

§13-14

Limitations and Transfers

Licence is non-sublicensable. No right to modify the underlying smart contract. Transfers must be via Platform, direct wallet transfer, or approved third-party marketplace.

§15

Licence Termination

Licence terminates on transfer, sale, burning, or breach. Also terminates if the smart contract is modified without authorisation or if the holder violates any licence condition.

§16

Collectibles Studio

Creators mint Collectible NFTs through the Collectibles Studio. Creators set the licence type, price, and royalty at minting. RVA minting is governed by KYC Kred under Part C3.

Track 1 (DA): Collectible NFTs acquired with XP, Kredits, or USD. Empire.Kred Pty Ltd. | **Track 2 (RVA):** USD or Digital Currency. KYC Kred Pty Ltd.

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1. Applicability

These Asset Transaction Terms apply to all users who create, acquire, or transact in Digital Assets (including Collectible NFTs) or Regulated Virtual Assets through our Platform —

including through OneHubs — or who use any Digital Asset or Regulated Virtual Asset on our Platform.

Collectible NFTs are entertainment and cultural collectibles created, distributed, and shared through the Platform.

Track 1 — Digital Assets (DA): Governs Digital Asset transactions, including Collectible NFTs. Participants are Acquirers (who acquire existing Digital Assets) and Creators (who create new Digital Assets). No KYC Kred Pty Ltd relationship is required. Empire.Kred Pty Ltd operates all DA activity.

Track 2 — Regulated Virtual Assets (RVA): Governs Regulated Virtual Asset transactions. Participants are Buyers and Sellers. Requires a direct agreement with KYC Kred Pty Ltd (ACN 625 041 536), the VASP-registered provider of designated services under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth). See Part B and Part C3 for full registration details.

See the Asset Classification Table in the User-Friendly Summary and Reading Guide for asset classifications. These terms apply in addition to the End User Terms (Part A) and Data and Privacy Policy (Part I). Termination of these terms does not affect any obligations that arose before termination.

Where an AI Agent initiates an asset transaction on behalf of an Agent Operator, the Agent Operator is the Acquirer, Buyer, Creator, or Seller (as applicable) for all purposes under this Part.

2. Transactions

Track 1 (DA Transactions): Creators offer Collectible NFTs on a proprietary basis, with Acquirers obtaining them bilaterally. Nothing in connection with any Collectible NFT offering constitutes financial, investment, or taxation advice. Collectible NFTs must not be acquired for speculative or investment purposes.

Track 2 (RVA Transactions): Sellers offer Regulated Virtual Assets on a proprietary basis, transacting bilaterally with Buyers. KYC Kred Pty Ltd under Part C3 provides RVA transactions directly.

Collectible NFTs may be acquired using XP, Kredits, or USD. Collectible NFTs may not be acquired using Digital Currency (including USDC). RVAs may not be acquired with XP or Kredits.

Secondary transactions may involve third-party platforms or wallets not associated with the Creator (Track 1) or Seller (Track 2), and may incur network fees charged by those third parties. If a secondary transaction is conducted using our Platform, our applicable fees apply.

3. Acquirer and Buyer Preconditions

By acquiring any Collectible NFT (Track 1) or purchasing any RVA (Track 2), the Acquirer or Buyer (as applicable) warrants and acknowledges that:

- they will abide by the applicable Collectible NFT or RVA Licence;
- they are sufficiently experienced to deal with and store Collectible NFTs or RVAs using a Digital Wallet, and hold all licences and approvals required in their jurisdiction;

- they transact entirely at their own risk; access to Collectible NFTs and RVAs is not guaranteed to be uninterrupted or secure;
- ownership of withdrawn assets depends on the Acquirer or Buyer retaining control of the associated seed phrase and private keys;
- they are solely responsible for evaluating the risks of any transaction;
- they have had the opportunity to obtain independent legal advice;
- neither we nor any Creator or Seller acts as fiduciary, advisor, broker, or custodian for the Acquirer or Buyer;
- we and Creators/Sellers do not guarantee any use case, price, return, or outcome for any Collectible NFT or RVA;
- Collectible NFTs or RVAs are not financial products, securities, currencies, managed investment scheme units, or any other regulated investment;
- RVAs may experience extreme price volatility, including becoming worthless; and
- any Digital Currency used to purchase RVAs is not the direct or indirect proceeds of criminal or fraudulent activity; violation of this may result in account termination and forfeiture.

Regulated Virtual Assets (assets with a potential value of USD \$100 or more, classified as RVAs in the Asset Classification Table) may only be acquired using USD or Digital Currency (including USDC). XP and Credits may not be used to acquire Regulated Virtual Assets. Both counter-parties to an RVA transaction must have completed KYC verification. RVA trading is only available on OneHubs that have RVA Activities enabled. KYC Kred Pty Ltd under Part C3 provides RVA transactions directly.

Acquirers and Buyers must make payment in full before transaction completion. If any payment is reversed or becomes invalid, the Acquirer or Buyer must immediately repay the full Acquisition Price or Purchase Price (as applicable) on demand.

Each Acquirer and Buyer must not engage in wash trading, front-running, ramping, cornering, pump-and-dump schemes, or any other manipulative or deceptive trading conduct.

If an Acquirer or Buyer fails any required identity verification, they may have limited functionality and no refund or recourse against Creators or Sellers.

4. Creator and Seller Preconditions

As a precondition to any transaction, each Creator (Track 1) or Seller (Track 2) warrants that:

- they own or are licensed to use all intellectual property rights in any Art or Content used in minting;
- any Collectible NFT or RVA they mint will not be offered as a security, investment, or financial product; and
- they will not engage in any manipulative or deceptive trading conduct, including wash trading, front-running, or price manipulation.

Each Creator and Seller grants us a non-exclusive, perpetual, transferable, sublicensable, royalty-free, worldwide, irrevocable licence to copy, display, upload, distribute, store, modify, and feature any Collectible NFT or RVA and associated Art or Content minted on our Platform for promotion, events, and gallery purposes — with no royalty required. If a Creator or Seller indicates a merchandising right, this licence extends to creating merchandise featuring the asset art.

In primary transactions, the Creator or Seller need not transfer any Collectible NFT or RVA until the full Acquisition Price or Purchase Price (as applicable, less fees) is received.

Each Creator and Seller, to the maximum extent permitted by law, agrees to indemnify us, our Affiliates, their Personnel, and any Acquirer or Buyer against any action, liability, cost,

claim, loss, damage, or expense arising from a violation of these Asset Transaction Terms or the applicable licence.

5. Creator Preconditions

As a precondition to minting, each Creator warrants that:

- they own or are licensed to use all intellectual property rights in the Art or Content used;
- the intellectual property supports any licence applied to the Collectible NFT or RVA; and
- any Collectible NFT or RVA they mint will not be offered as a security, investment, or financial product.

Each Creator grants the licence selected at minting and grants us the same non-exclusive licence described in Section 4 above for public display and promotion.

On a primary transaction, the Creator agrees to the agreed commission or revenue share. If we receive the Acquisition Price or Purchase Price (as applicable), we may withhold our fees and transfer the balance to the Creator's nominated Digital Wallet.

6. Risk, Title, and Refunds

Risk and title in acquired Collectible NFTs or purchased RVAs transfer to the Acquirer or Buyer (as applicable) upon completion of the transaction. The Acquirer or Buyer is responsible for ensuring any Digital Wallet address is accurately entered. Loss of access to a mistakenly-entered wallet or lost private keys will likely result in permanent loss of the assets.

Unless required by law or stated at point of transaction, all Collectible NFT and RVA transactions are non-refundable and cannot be cancelled for change of mind. Payment in full is required at time of transaction.

Where a refund is required and payment was made in Digital Currency, the refund will be made in the same Digital Currency or, at our option, in the US dollar equivalent at the rate on the date of original payment.

If an Acquirer or Buyer initiates a Chargeback: (a) we may terminate their account access; (b) the Acquirer or Buyer must return the relevant assets to us; and (c) the Acquirer or Buyer must indemnify us for any loss in asset value between transaction and return.

7. Intellectual Property and Asset Ownership

Unless stated in an express licence:

- the Acquirer or Buyer owns the Collectible NFT or RVA and may trade, transfer, or give it away;
- the Acquirer or Buyer receives the applicable Licence as set out in the Collectible NFT and RVA Licence Table and Terms;
- the Acquirer or Buyer does not acquire copyright in any Art or Content associated with the Collectible NFT or RVA;
- on transfer, the Licence transfers automatically to the new Acquirer or Buyer; the former holder's rights terminate immediately; and

- a programmatic royalty may be deducted from secondary transactions of a Collectible NFT or RVA and remitted to the Creator.

The Creator or Seller has no unilateral ability to intervene in, freeze, seize, redeem, or modify asset ownership unless stated at point of transaction.

We grant Creators and Sellers a limited licence (**Patent Licence**) to use our intellectual property, including as set out in U.S. Patent Nos. 11,301,460 and 12,038,911 for “Platform for Creating and Using Actionable Non-Fungible Tokens (KNFT)”, strictly for minting and issuing Collectible NFTs or RVAs on the Platform. The Patent Licence terminates automatically on termination of these Terms. Each Creator and Seller indemnifies us for any costs or claims arising from their use of the Patent Licence.

We acknowledge that a Creator retains intellectual property rights in the Art or Content they create.

Moral Rights. Each Creator irrevocably consents, in favour of Acquirers, Buyers, licensees, and successors in title, to any act or omission that would otherwise infringe the Creator’s Moral Rights in the Art or Content. Where applicable, the Creator warrants they have procured equivalent consent from all contributors.

8. Regulatory Classification of Digital Assets

Collectible NFTs are designed and intended to be digital collectibles with no inherent financial value. They do not meet the definition of a virtual asset under FATF guidance or digital currency under the AML/CTF Act. Collectible NFTs may be transferred within the Platform and to external wallets (see Part C4 §6 for transferability terms) (Tier 0B+); this transferability does not alter their character as collectibles.

Under the FATF substance-over-form principle, Collectible NFTs are collectibles used for entertainment, display, and personal enjoyment — used as collectibles, with no function as payment instruments, stored-value facilities, or mediums of exchange. The Australian AML/CTF Regulator’s November 2025 VASP guidance confirms that purely collectible NFTs functioning as collectibles — with no function as a store of economic value, unit of account, or medium of exchange — fall outside the virtual asset definition.

Collectible NFTs are declared “not financial products, securities, currencies, managed investment scheme units, or derivatives” under both the Corporations Act 2001 (Cth) and the ASIC Act 2001 (Cth). PeopleBrowsr reserves the right to adjust these terms if regulatory guidance changes.

You accept that the regulatory classification of Collectible NFTs is based on current law and regulatory guidance. If a regulator classifies any Collectible NFT type differently, we may modify or restrict the relevant functionality without prior notice.

9. Payment Terms

Collectible NFT and RVA transactions may attract:

- transaction fees payable to OneHub Owners;
- commissions on secondary transactions (Royalties) payable to Creators; and
- additional payment-method fees disclosed before charge.

Payment terms for Collectible NFTs and RVAs:

- **Collectible NFT:** Collectible NFTs are acquired at fixed prices.
- RVAs are purchased using USD or Digital Currency (Track 2). Fees and royalties are set by the Creator or Seller and disclosed at the point of transaction.

All fees are exclusive of applicable taxes. Acquirers, Buyers, Creators, and Sellers are responsible for their own taxes.

Payments may be processed by our Payment Processor under its own terms and privacy policy. We are not liable for the security or performance of Payment Processors.

Third-party services obtained through asset transactions are subject to the relevant third party's terms, including their refund policies.

Secondary transaction royalties are subject to a minimum transfer value; if the royalty falls below that value, transfer is not required, and an administrative and estimated gas fee applies.

Creators and Sellers acknowledge that Digital Currencies may experience extreme price volatility. We are not liable for any change in the value of Digital Currencies between our receipt of payment and delivery to the Creator or Seller.

Creators and Sellers are solely responsible for any taxes arising from dealing in Collectible NFTs or RVAs and have no Claim against us for any tax liability.

10. Embedded Wallets

Where we offer an Embedded Wallet, you may delegate signing authority to a third party (**Delegated Action**) for transactions you initiate. An AI Agent (as defined in Part F) may perform Delegated Actions on your behalf with your express authorisation, subject to Part F. You are solely responsible for all Delegated Actions, including any performed by an AI Agent.

We are not custodians of Collectible NFTs or RVAs in Embedded Wallets. You acknowledge that our Embedded Wallet is non-custodial (see Part A §5 for full wallet terms). It is a service — no actions by us or any third party are required to access it. You must use Embedded Wallets in compliance with all applicable laws. You are solely responsible for safeguarding your seed phrase and private keys.

11. Collectible NFT Licence Table and Terms (Track 1 — DA)

Table 1 — Collectible NFT and RVA Licence Types

#	Licence Name	Description	Personal Use	Remix	Buy Merch	Sell Merch
1	Commercial	Collectible NFT or RVA may be used for commercial	Yes	Yes	Yes	Yes

#	Licence Name	Description	Personal Use	Remix	Buy Merch	Sell Merch
		cial purposes				
2	Personal Use	Private and non-commercial purposes only	Yes	As notified per Collectible NFT	Yes	No
3	View Only	Collectible use only	Yes	As notified per Collectible NFT	No	No
4	Unassigned	Creator has not set a licence type; use at your own risk	Yes	As notified per Collectible NFT	With attestation	With attestation

12. Collectible NFT Licence Grant

The Creator grants the party who Owns a Collectible NFT (**Licensee**) a worldwide, non-exclusive, royalty-free licence in the Art or other Content displayed on the face of the Collectible NFT (“Art or Content”) associated with that Collectible NFT, for so long as that party Owns the Collectible NFT, subject to the Collectible NFT Licence type set out in Table 1 and the terms below.

The Collectible NFT Licence is transferable only via a Permitted Transfer, is revocable, and permits the Owner to use, copy, display, and enjoy the Art or Content for: personal use (if Table 1 shows “Yes” under Personal Use); buying merchandise through our Platform Services; selling merchandise through our Platform Services subject to Part G; display in an online gallery; and any other purpose stated in this Licence. For commercial use rights applicable to RVAs, see Part C3 §7 (Licence).

Nothing in this Licence gives the Owner ownership of any Intellectual Property Rights in the Art or Content.

Personal Use (default). Where Table 1 shows “Yes” under Personal Use, or where no licence has been associated with the Collectible NFT, the Owner may use the Art or Content for personal display or gallery purposes.

Remix. Remix Collectible NFTs attract a Personal Use Licence, conditional upon payment of the applicable Revenue Share.

Merchandise. Merchandise rights are subject to Part G and any limits stated in Table 1 or on the Platform Services.

13. General Limitations on Use

A Creator of a 1-of-1 or numbered set Collectible NFT warrants the Art or Content will only be used within that stated number of Collectible NFTs.

No Collectible NFT holder may:

- associate or display the Art or Content with content depicting hatred, violence, intolerance, or cruelty;
- seek to trademark or acquire Intellectual Property Rights in the Art or Content;
- cause the further issue of a Counterfeit NFT or derivative that purports to be the original;
- assert rights inconsistent with this Licence;
- take any action that challenges the Art or Content owner's title to Intellectual Property Rights;
- disparage the Art or Content owner's Intellectual Property Rights; or
- permit or assist any other person to do any of the above.

Where Art or Content contains Third Party IP, the Owner: has no right to use that IP except as incorporated in the Art or Content; may be subject to additional restrictions imposed by the Creator; and must comply with any written notice of additional restrictions from the date received.

Licence restrictions survive termination or transfer. On transfer of the Collectible NFT, the Licence assigns to the new Acquirer and the former holder's rights cease. A transfer of a Collectible NFT is not a "commercial use" under this Licence.

14. Permitted Transfers

Collectible NFTs may be transferred within the Platform and to external wallets (see Part C4 §6 for transferability terms) (Tier 0B+). All transfers are subject to the conditions below.

- the transferee accepts all Collectible NFT Licence terms;
- you have not breached the Licence before transfer; and
- the applicable Revenue Share (if any) is paid to the nominated Recipient.

Transfer fees do not include platform fees imposed by the marketplace conducting the Secondary Transfer.

On transfer, the Licence transfers to the new Acquirer; your rights cease immediately.

15. Termination of Collectible NFT Licence

If an Owner breaches the Collectible NFT Licence, the Creator may terminate the Licence without notice and may publish the termination or take steps to block the Art or Content or Collectible NFT listing on third-party sites. All rights to use the Art or Content cease immediately on termination.

16. Collectibles Studio

The Collectibles Studio is a Platform feature that allows users to create, personalise, animate, and list Collectible NFTs. Collectibles Studio access is subject to progression levels based on Platform activity (including creating, receiving, and selling Collectible NFTs). All Collectible NFTs created through the Collectibles Studio are Digital Assets (DAs) subject to the Collectible NFT Licence Table and Terms below.

A Collectible NFT created through the Collectibles Studio that reaches a potential value of USD \$100 or more is reclassified as a Regulated Virtual Asset under Part C3.

Part D — OneHub Owner Terms

Part D — OneHub Owner Terms

Configure, operate, and monetise your community hub | 9 sections at a glance

§1

Overview and Hub Types

Collectible Art OneHub (independent artists), Hot Garage.Kred (gamified collecting), Times Square Challenge (event-based), Empire.Kred (economic simulation). AI Agents may operate OneHubs under Part F.

§2

Transaction and Settlement Config

Configure DA settlement methods (Kredits, XP, or both). Enable Gift Enhancement (Part C2). Enable RVA Activities (requires Owner KYC with KYC Kred, activates full Tier 0A-3 waterfall and USDC payout).

§3

Compliance Undertaking

Comply with all applicable laws. Accurately disclose transaction types to users. Cooperate with PeopleBrowsr and KYC Kred on regulatory inquiries. Notify of suspicious activity. Maintain records for 7 years.

§4-5

Transactions and Wallets

Collectible NFTs stored in Platform Embedded Wallets by default. Non-custodial architecture. Wallets for OneHub operation only. Supported Blockchains may change. Gas fees apply to on-chain transactions.

§6-7

Payment and Patent Licence

Use own or PeopleBrowsr payment processor. Owner is merchant of record for chargebacks and refunds. Patent Licence for U.S. Patents 11,301,460 and 12,038,911 (Actionable NFT). Terminates on Terms termination.

§8-9

Acknowledgements and Indemnity

Collectible NFTs are entertainment collectibles, not financial investments. Indemnify PeopleBrowsr for breach, platform misuse, and misuse of user data. Liability capped per Part A Section 13.

OneHub Owners must use [End User Terms \(Part A\)](#) and [Asset Transaction Terms \(Part C4\)](#) when transacting through their OneHub unless otherwise agreed in writing.

PeopleBrowsr ToS v7.21
Effective 30 March 2026

Part D — OneHub Owner Terms

These OneHub Owner Terms are provided by **Empire.Kred Pty Ltd** (ACN 602 735 973) (for all OneHubs). When a OneHub enables RVA transactions, those transactions are provided

directly by **KYC Kred Pty Ltd** (ACN 625 041 536) as the designated service transaction provider.

1. Overview

These OneHub Owner Terms apply to users who create and operate a Collectible NFT OneHub (**OneHub Owner**). They apply in addition to Part A, and must be read alongside Part C4 for Collectible NFT transactions. Asset transactions within OneHubs are governed by Part C4.

What is a OneHub? A OneHub is a community, entertainment, and engagement environment on the Platform where users engage with digital assets, gamification mechanics, social identity features, and community experiences. OneHubs may support any combination of: Digital Asset creation and distribution; XP-based games and challenges; community engagement and social interaction; AgenticID registration and identity services; and reputation scoring and leaderboards. The OneHub Platform provides OneHub Owners with tools for content creation, audience engagement, payment processing, and blockchain smart contract deployment.

Examples of OneHubs include:

- **Collectible Art OneHub** — a platform for independent artist creators to mint, and distribute Collectible NFTs;
- **Hot Garage.Kred** — a digital collectibles experience for Mattel Hot Wheels fans featuring gamified collecting and community engagement;
- **Times Square Challenge** — an event-based OneHub for NFT.NYC conferences combining live experiences with digital collectibles and challenges; and
- **Empire.Kred** — an economic simulation game where users build virtual portfolios, complete missions, and earn XP through social engagement.

When you create a OneHub, you receive: a configurable OneHub; access to your OneHub's user data; and a blockchain smart contract for your OneHub.

AI Agents may operate OneHubs on behalf of their Agent Operator, subject to Part F.

Unless otherwise agreed in writing, you must use our End User Terms (Part A) and Asset Transaction Terms (Part C4).

You are responsible for ensuring your Users comply with our Terms. We are not liable to you for any breach of our Terms by your Users.

If you use your own terms (whether in addition to or in breach of this requirement), you release and hold us harmless from any Claim or Loss arising from those terms.

2. OneHub Transaction and Settlement Configuration

The OneHub Owner configures the following settings for their OneHub:

- (a) **DA Settlement Methods.** The Owner selects which settlement methods are available to sellers: Credits, XP, or both. If the Owner disables Credit settlement, sellers on that OneHub receive XP only for DA transactions.
- (b) **Gift Enhancement.** The Owner may enable Gift Enhancement, allowing users to apply XP to enhance Gifts on the OneHub (see Part C2).
- (c) **RVA Activities.** The Owner may enable RVA Activities, which activates the full Tier 0A–3 KYC waterfall and allows sellers to elect USDC payout (see Part C3 §5).

Enabling RVA Activities requires the Owner to complete identity verification (KYC) with KYC Kred Pty Ltd.

Each OneHub must clearly disclose its configuration to users — including available settlement methods, whether RVA transactions are enabled, and whether Gift Enhancement is available. This disclosure must be made in the OneHub's onboarding flow, terms page, or other location accessible to all users before they engage in any transaction.

3. OneHub Owner Compliance Undertaking

By operating a OneHub on the Platform, you undertake to:

- (a) comply with all applicable laws and regulations in the jurisdictions where your OneHub's users are located, including (where relevant) anti-money laundering, counter-terrorism financing, consumer protection, and data privacy laws;
- (b) ensure that your OneHub's terms, onboarding flow, and user communications accurately disclose the transaction types, settlement methods, and KYC requirements applicable to your OneHub's configuration;
- (c) cooperate with PeopleBrowsr and KYC Kred in connection with any regulatory inquiry, audit, or investigation relating to activity on your OneHub;
- (d) promptly notify PeopleBrowsr if you become aware of any suspicious activity, regulatory inquiry, or legal proceeding relating to your OneHub or its users; and
- (e) maintain accurate records of your OneHub's configuration changes, transaction history, and user communications for a minimum of 7 years, consistent with AML/CTF Program record retention requirements (Part 10 Section 10.4).

Breach of any undertaking in this section constitutes a material breach of these Terms and may result in immediate suspension or termination of your OneHub and your Platform access under Part A §15.

4. Transactions and Blockchain Networks

Decentralised transactions on the Platform and via the Platform API are written to Blockchain Networks. You may elect to use different Blockchain Networks for transactions, which may incur additional costs including gas fees. Some transactions may be processed via Layer 2 solutions with reduced fees. Your OneHub's public address will be publicly visible on each transaction. We do not control gas fees or other costs charged by Blockchain Networks.

5. Digital Wallets

You need a Digital Wallet to operate your OneHub. By default, your Collectible NFTs and your Users' Collectible NFT acquisitions are stored in Platform Embedded Wallets. All wallets created on the Platform are non-custodial. We do not hold any private keys. We may temporarily hold a private key shard, although the shard alone cannot be used to access the wallet. Any use of private keys or key shards is entirely at your own risk, including risk of bugs, network errors, smart contract malfunction, or malicious attack.

Your Digital Wallet may only be used to operate your OneHub. You must not use it for trading, speculation, investing, or offering custody to others.

You acknowledge that all wallets on the Platform are non-custodial and that we do not have custody, possession, or control of any assets in your Digital Wallet. You release and hold us harmless from any Claim or Loss connected with any loss of Collectible NFTs, including from our negligent act or omission, and excluding all consequential, indirect, special, punitive, or

exemplary damages. Our liability under any theory (contract, tort, or otherwise) is capped at the greater of fees paid to us or USD\$1,000.

6. Payment Processing

You may use your own Payment Processor or opt to use ours. If you use our Payment Processor: you must comply with its terms and privacy policy; you will be identified as the merchant; and you are responsible for any Chargebacks, reversals, or refunds, including all costs we incur, payable on demand without set-off.

If we are notified of a Chargeback, we may suspend the relevant User account and require you to provide delivery information within 24 hours. If you fail to provide sufficient information within that timeframe, you must reimburse us for the full Chargeback amount and indemnify us for any associated loss.

Digital Currency volatility risk provisions equivalent to those in Part C4, Section 9 apply equally to OneHub Owners.

7. Patent and OneHub Licence

We grant you a limited Patent Licence to use our intellectual property (including U.S. Patent Nos. 11,301,460 and 12,038,911 for “Platform for Creating and Using Actionable Non-Fungible Tokens (KNFT)”) for the duration of your OneHub operation, strictly in accordance with these OneHub Owner Terms. The Patent Licence terminates automatically on termination of these Terms. You indemnify us for any costs or claims arising from your use of the Patent Licence.

You grant us a non-exclusive, perpetual, transferable, sublicensable, royalty-free, worldwide, irrevocable licence to copy, display, distribute, store, modify, and feature Art or Content associated with Collectible NFTs minted in connection with your OneHub (**OneHub Collectible NFT Licence**). The OneHub Collectible NFT Licence survives OneHub deactivation or cessation of payments; we may display those Collectible NFTs in the Platform's general gallery.

8. OneHub Owner Acknowledgements

When you mint a Collectible NFT, you own the underlying Collectible NFT and may transfer or give it away. We will not seize, freeze, redeem, or otherwise modify ownership of any Collectible NFT except as expressly permitted.

You acknowledge that: Collectible NFTs are collectibles and must not be advertised or presented as financial investments; the minting, acquiring, transferring, gifting, and collecting of Collectible NFTs is intended for entertainment and play; and you will not make any representations contrary to these acknowledgements.

9. Indemnity and Limitation of Liability

You indemnify us and our Personnel in respect of any Loss or Claim arising from: breach of these OneHub Owner Terms; alleged unlawful use of our Payment Processor account; any breach of the Payment Processor's terms; any breach or misuse of the Platform by you or your Users of which you were or ought to have been aware; and any misuse of User personal information provided to you through your OneHub.

The liability limitations in Part A, Section 13 apply equally to this Part D, adapted to OneHub Owner use. Minting participants hold us harmless for any loss from minting, including gas fees for failed transactions or losses from website or smart contract bugs.

Part E — .Kred Domain Terms

Parts E and F — Domains and AI

.Kred domain registration and Agentic AI Agent deployment / 7 + 13 sections

Part E — .Kred Domain Terms (7 sections)

E §1-3

Registration and Transfers

Dual-function: DNS (web pages) and ENS (blockchain address). Subject to ICANN policies. Contracting entity: TLD Registrar Pty Ltd. Transfers allowed after 60 days. Transferee must identify with valid email.

E §4-7

Fees, Disputes, and AgenticID

Annual fees, pre-pay up to 10 years. 5-day refund window for new purchases. ICANN Rights Protection Mechanisms. AgenticID domains: AI Agent identity, skills storage, memory management.

Part F — Agentic AI Terms (13 sections)

F §1-4

Agent Status and Identity

AI Agents have no independent legal standing. Agent Operator is solely responsible for all actions. Each agent must be registered with a unique identifier. AgenticID .Kred domains enable DNS, ENS, skills, and memory.

F §5-8

APIs, Transactions, and Scoring

Published APIs with rate limits. AI Agents may initiate transactions binding the Operator. Must respect monetary thresholds. Kred Matrix for agent discovery. Kred Gen 2 Score for reputation (informational only).

F §9-11

Data, Privacy, and Security

Comply with Part I. No data processing beyond stated purpose. Prevent prompt injection, identity spoofing, and tool abuse. Maintain audit trails. Notify of security incidents promptly.

F §12-13

AML/CTF and Liability

Agent activity must comply with KYC and AML/CTF. No transaction structuring. Travel Rule applies to RVA transfers. Operator indemnifies PeopleBrowsr. Liability capped at fees paid in prior 12 months or US\$100.

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Parts E and F — Domains and AI Agent Terms

These .Kred Domain Terms are provided by **TLD Registrar Pty Limited** (ACN 164 960 865).

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1. Applicability

These Domain Terms apply to any person (an **Owner**) who purchases a .Kred domain name or Kred Domain Token from us, or receives a Kred Domain Token from another person. The contracting entity for these Domain Terms is TLD Registrar Pty Limited (ACN 164 960 865). Any API services relating to .Kred domain registration, management, or resolution are provided by TLD Registrar Pty Limited.

A Kred Domain Token may be either a Kred ENS Token (providing an ENS wallet address) or a Kred DNS ENS Domain Token (synchronising both ENS and DNS addresses).

AI Agents may register .Kred domains as AgenticID domains. See Section 7 and Part F.

2. Registration and Use

When registering, renewing, or transferring a .Kred domain through our Services, the Owner agrees to the Registrar Partner's terms and to these Domain Terms. Domain use is subject to ICANN policies, including dispute resolution policies (see www.icann.org/resources/pages/responsibilities-2014-03-14-en).

A .Kred domain is a dual-function name: it links to web pages via DNS (informational) and resolves as a blockchain address via ENS (transactional). At no time does the Kred Domain Token itself cause payments to be made.

The Owner warrants that any domain registered: does not infringe third-party rights, Intellectual Property Rights, or Copyright Laws; and that its use does not breach any Consumer Laws.

3. Transfers

An Owner may transfer a .Kred domain (via the associated Domain Token) without our prior approval, provided:

- these Domain Terms are made available to the transferee who agrees to be bound by them;
- the transferee identifies themselves to us with a valid email address; and
- where identification fails, we may suspend or terminate the domain.

Transfers during the first 60 days following registration are not permitted. We may publish information on transfers in our newsfeed.

If we receive a third-party communication for a domain holder, we may (although we are not obliged to) post a notice in the Platform transaction feed directing the domain holder to contact us; the communication itself will not be published publicly.

4. Fees

Annual fees are charged for .Kred Domain Tokens; pre-payments up to 10 years are possible. We will not invoice where the token is purchased via a reseller. We do not offer refunds for cancellations, renewals, or transfers.

Failure to pay invoices may result in immediate suspension of DNS and ENS services and termination.

We will provide at least 15 days' notice before a renewal date; renewing a domain is solely the Owner's responsibility. Domain name purchases cancelled within the first 5 days of purchase may be eligible for a full refund.

5. Disputes

We are subject to ICANN's Rights Protection Mechanisms and Dispute Resolution Policies (see <https://www.icann.org/resources/pages/dndr-2012-02-25-en>). In the case of any alleged unlawful use of a .Kred domain name, you agree to act against the holder of the Domain Token and not against us.

We may immediately suspend DNS or ENS (or both), temporarily or permanently, or cancel a registration, if third-party claims are raised against you or us. We may require financial security as a precondition to defending a claim. Unless immediate action is required, we will notify you and request a response within 48 hours. Failure to respond sufficiently may result in action under these terms. A .Kred domain name may be made available to a third party immediately after service termination.

6. Notifications

We will notify you via email, telephone, in-app newsfeed, or by a notification dropped to your digital wallet.

7. AgenticID Domain Registration

AI Agents (as defined in Part F) may register and operate .Kred domains as **AgenticID** domains, subject to these Domain Terms and Part F. Each AgenticID domain must have an identified Agent Operator who is responsible for all activity conducted through the domain. AgenticID domains enable DNS and ENS resolution, agentic skills storage, memory management, and identity verification within the Platform ecosystem. The Agent Operator is the Owner of the AgenticID domain for all purposes under these Domain Terms.

We may suspend any AgenticID domain where we reasonably believe the associated AI Agent has been compromised, is being used for unlawful purposes, or poses a threat to the stability or security of the Platform or the .Kred TLD. Suspension disables DNS and ENS resolution and does not terminate the Agent Operator's registration or ownership rights. We will notify the Agent Operator within 48 hours of any suspension (unless prevented by a court order or law enforcement request). The Agent Operator may appeal a suspension through the .Kred Complaint Resolution Service.

We may cancel an AgenticID domain registration only where: (a) the domain was obtained in violation of the Naming Policy or ICANN policy; (b) required by a UDRP, URS, or court order; (c) the Agent Operator fails to pay applicable fees; or (d) the Agent Operator fails to identify themselves within 7 days of a transfer as required by Section 3.

Part F — Agentic AI and Autonomous Agent Terms

Part F — Agentic AI Terms Infographic

Part F — Agentic AI Terms Infographic

These Agentic AI Terms are provided by the **PeopleBrowsr group of companies**.

By deploying, operating, or controlling an AI Agent that accesses or interacts with the Services, you (the **Agent Operator**) agree to these Agentic AI Terms in addition to all other applicable Parts of these Terms.

1. Applicability and Agent Status

These terms apply to any person or entity that deploys, operates, or controls an AI Agent accessing or interacting with the Platform or any Services. An **AI Agent** includes any autonomous or semi-autonomous software system acting on behalf of a human or organisation — including software agents, bots, autonomous workflows, and agentic AI systems — regardless of underlying technology, framework, or model.

AI Agents do not have independent legal standing or personhood. The Agent Operator is the contracting party for all purposes under these Terms; all rights and obligations flow to and from the Agent Operator.

2. Agent Operator Responsibility

The Agent Operator is **solely and fully responsible** for all actions taken by their AI Agent on the Platform, including: content generated, posted, or transmitted; transactions initiated or completed; data accessed, processed, stored, or transmitted; interactions with users, agents, or Platform systems; and any breach of these Terms or applicable law.

The Agent Operator must: ensure their AI Agent complies with all applicable Parts of these Terms as if the Agent Operator were acting directly; maintain the ability to immediately suspend or terminate their AI Agent's access at all times; and implement controls to prevent their AI Agent from exceeding the Agent Operator's authorisation or breaching these Terms.

PeopleBrowsr may treat any action by an AI Agent as an action of the Agent Operator for all purposes.

3. Agent Registration and Identity

Each AI Agent must be registered with the Platform before accessing any Services. Registration requires Agent Operator identification, including identity verification where required by law or our policies. Each AI Agent must be assigned a unique identifier, which may be an AgenticID .Kred domain under Part E.

Agent Operators must not register AI Agents under false or misleading identities. Agent registration may be revoked at our sole discretion with or without notice. Agent Operators must promptly update registration information on any material change.

4. AgenticID .Kred Domains

AI Agents may register and operate .Kred domains as AgenticID domains, subject to Part E and this Part F. Each AgenticID domain must have an identified Agent Operator responsible for all activity. AgenticID domains enable: DNS and ENS resolution; agentic skills storage and retrieval; memory management and state persistence; and identity verification and authentication. The Agent Operator is responsible for all activity conducted through the domain, including all actions taken using the domain's capabilities. AgenticID domains are subject to the same transfer, licensing, IP, fee, and dispute provisions as other .Kred domains.

5. API Access and Rate Limits

AI Agents may access the Platform via published APIs, subject to applicable rate limits and usage policies. AI Agents may also interact with PeopleBrowsr-operated AI Agents and services through published APIs, including for the purpose of building applications, workflows, or derivative services. Where an AI Agent uses PeopleBrowsr-operated AI Agents as tools or components, the Agent Operator remains fully responsible for the outputs and actions of their AI Agent chain.

We may impose, modify, or enforce rate limits at any time without notice. AI Agents must not attempt to circumvent rate limits, access controls, or security mechanisms. We may throttle, suspend, or terminate API access for any AI Agent we reasonably believe is causing harm, excessive load, or security risk. The Agent Operator is responsible for ensuring their AI Agent operates within all applicable limits.

6. Autonomous Transaction Limits

AI Agents may initiate Platform transactions on behalf of their Agent Operator. AI Agents must not initiate transactions exceeding any monetary threshold set by the Agent Operator or by us. PeopleBrowsr may impose additional transaction limits at its sole discretion. All transactions by AI Agents are binding on the Agent Operator and subject to the same terms, fees, and conditions as transactions by human users.

7. Kred Matrix

Known Human has the meaning given in Part B (Master Definitions). For the avoidance of doubt, Known Human status is a product trust feature and does not constitute identity verification (KYC) for AML/CTF purposes.

The Kred Matrix is the Platform's live framework for agent discovery, interaction, and activity tracking. AI Agents may participate in the Kred Matrix by registering a .Kred AgenticID domain and connecting to the Platform's agent discovery registries.

Agent Operators are responsible for their AI Agent's conduct within the Kred Matrix, including compliance with Platform rules for agent-to-agent interactions, skill exchange, and activity feeds. Agent Operators must not use the Kred Matrix to conduct mass data collection, spam, or coordinated manipulation of other agents or users.

8. Kred Gen 2 Score

AI Agents may be scored using the Kred Gen 2 scoring methodology. Scores are calculated using publicly available and platform-specific data as described in the applicable scoring specification. We make no representation that scores will be accurate, complete, or fit for any purpose. Scoring methodology may change at any time without notice. Scores are for informational and platform engagement purposes only; they do not constitute a rating, endorsement, certification, or financial assessment. Agent Operators acknowledge that their AI Agent's score may be visible to other Platform users and used by other Platform features. Agent Operators must not attempt to manipulate, artificially inflate, or game their AI Agent's score through deceptive, fraudulent, or automated means.

9. Platform API Services

AI Agents may access Platform capabilities through discrete API sets provided by individual Platform applications, including:

- **AgenticID APIs** — for identity registration, domain management, and verification;
- **Matrix.Kred APIs** — for activity feeds, agent discovery, and social connectivity;
- **Score.Kred APIs** — for reputation scoring and trust verification;
- **OneHub.Kred APIs** — for Digital Asset creation, distribution, and collection management;
- **Empire.Kred APIs** — for economic simulation, XP transactions, and game mechanics; and
- such other application-specific APIs as we may publish from time to time.

Agent Operators are responsible for ensuring their AI Agent's use of Platform API data complies with all applicable privacy laws and Part I. AI Agents must not mass-collect personal information from Platform profiles or any other Platform data source. Data accessed by AI Agents through any Platform API is subject to the same protections as data accessed by human users.

10. Data Processing and Privacy

Agent Operators are responsible for ensuring their AI Agent's data processing complies with Part I and all applicable privacy laws. AI Agents must not process personal information beyond what is necessary for the Agent Operator's stated purpose. AI Agent access to user data does not expand the scope of permitted data use beyond what is authorized for the Agent Operator. Agent Operators must implement appropriate technical and organisational measures to protect personal information processed by their AI Agents, including measures to prevent unauthorised disclosure, data leakage, and inclusion of personal information in AI training data without consent.

11. Security Obligations

Agent Operators must implement reasonable security measures to prevent their AI Agent from being compromised, manipulated, or hijacked, including: measures to prevent unauthorised tool use or API abuse; measures to detect and prevent prompt injection, goal manipulation, or intent-breaking attacks; measures to prevent identity spoofing; and measures to prevent the AI Agent from being used as a vector for attacks on the Platform or other users.

Agent Operators must maintain logging and audit trails sufficient to support investigation of security incidents, including records of: transactions initiated; data accessed; API calls

made; and interactions with users or other agents. Agent Operators must promptly notify us of any suspected compromise, manipulation, or unauthorised use of their AI Agent.

We may suspend any AI Agent we reasonably believe has been compromised or is behaving inconsistently with its registered purpose. Agent Operators acknowledge that AI Agents may exhibit non-deterministic behaviour and accept all risks from such behaviour, including errors, hallucinations, and unintended actions.

12. AML/CTF Compliance

AI Agent activity does not circumvent or reduce any KYC, AML, CTF, or proliferation financing verification requirements applicable to the Agent Operator or the relevant transaction. Agent Operators subject to KYC requirements must complete verification before their AI Agent may conduct transactions triggering verification thresholds. We may require additional verification for AI Agent transactions where we reasonably suspect elevated ML/TF risk. AI Agents must not be used to structure transactions to avoid verification thresholds or otherwise circumvent AML/CTF controls.

For RVA transfers (including USDC transfers) to off-platform wallets initiated by AI Agents, the Agent Operator must ensure all Travel Rule information (Part C3, section 4) is provided before the transfer is executed. Travel Rule requirements apply to RVA transfers only; Collectible NFT transfers are Digital Asset transfers excluded under s5B(4).

13. Liability and Indemnity

Agent Operators agree to indemnify and hold harmless PeopleBrowsr, its Affiliates, and their Personnel against any action, liability, cost, claim, loss, damage, proceeding, or expense arising from or connected with actions taken by their AI Agent on the Platform.

To the maximum extent permitted by law, PeopleBrowsr is not liable for any loss or damage arising from the actions, errors, or malfunctions of any AI Agent, including losses caused by: AI Agent hallucinations; cascading errors across AI Agent interactions; prompt injection attacks or adversarial manipulation; misaligned or deceptive AI Agent behaviour; or non-deterministic AI Agent outputs or decisions.

PeopleBrowsr's maximum liability to an Agent Operator in connection with any AI Agent is limited to the fees paid by the Agent Operator for AI Agent access in the 12 months preceding the relevant claim, or US\$100, whichever is lower.

The liability limitations in Part A, Section 13 apply in addition to the limitations in this Part F.

Part G — Merchandise Terms

Part G — Merchandise Terms

Physical and digital goods featuring Collectible NFT art | 6 sections at a glance

§1

Merchandise Creation

Tools to design merchandise featuring Art from your Collectible NFTs. Slight variations in placement may occur. Product photographs are representative only. Governed by Empire.Kred Pty Ltd.

§2

IP Obligations

Sellers and Buyers must own or licence all intellectual property. Must comply with Collectible NFT Licence terms. Indemnify PeopleBrowsr, buyers, and third parties against IP violations including reasonable attorney fees.

§3

Warranties Disclaimer

All merchandise sold "as is" and "as available." Disclaims all warranties: merchantability, fitness, non-infringement, quality, and accuracy. Consumer guarantees that cannot be excluded by law are preserved.

§4

Delivery, Title, and Risk

Risk passes to Buyer on delivery to carrier. Title transfers on full payment. Shipping, customs, duties, and taxes are the Buyer's responsibility. Inspect within 14 days with photographic evidence for defect claims.

§5

Refunds

All sales final. Replacement only for: manufacturing defects, items substantially different from description, or shipping damage. Exclusive remedy is replacement. No monetary compensation, credits, or alternatives.

§6

Limitation of Liability

No liability for indirect, special, incidental, consequential, or punitive damages. Maximum liability limited to the purchase price of the specific merchandise item. Creator retains IP rights in the associated art.

Merchandise rights require the applicable Collectible NFT Licence (see Part C4 Table 1). Seller merchandise rights depend on the licence type selected by the Creator at minting.

PeopleBrowsr ToS v7.21

Effective 30 March 2026

Part G — Merchandise Terms

These Merchandise Terms are provided by **Empire.Kred Pty Ltd** (ACN 602 735 973).

1. Merchandise Creation

We may provide tools to design or automatically design merchandise featuring Art. While all care is taken with positioning and manufacturing, slight variations in placement may occur. Product photographs are representative only.

2. Seller and Buyer IP Obligations

Each party (Seller or Buyer) involved in creating or purchasing merchandise featuring Art or Content associated with a Collectible NFT they own warrants and represents that:

- they own or are properly licensed to use all Intellectual Property Rights in the Art or Content featured on the merchandise;
- the merchandise creation and sale complies with all applicable Collectible NFT Licence terms and does not exceed the scope of granted rights; and
- they will not knowingly create or sell merchandise that infringes any third-party Intellectual Property Rights.

Each Seller and each Buyer assumes all liability for any intellectual property violations arising from their use of the Art or Content in merchandise — including copyright infringement, trademark violations, or licence breaches — and must indemnify and hold harmless PeopleBrowsr, any buyers, and any affected third parties against all claims, damages, costs, and expenses (including reasonable attorney's fees) arising from such violations.

3. Warranties Disclaimer

To the maximum extent permitted by applicable law, we disclaim all warranties — express, implied, or statutory — including warranties of merchantability, fitness for a particular purpose, non-infringement, and quality or accuracy of merchandise. All merchandise is sold "as is" and "as available". Nothing in these terms purports to exclude consumer guarantees that cannot be excluded under applicable law.

4. Delivery, Title, and Risk

Merchandise is delivered to the address specified at purchase. We use third-party suppliers and carriers; delivery dates are estimates only. We are not liable for delivery delays. Risk of loss passes to the Buyer on delivery to the carrier. Title remains with the Seller until full payment is received; on payment, title transfers to the Buyer free of all liens except retained intellectual property rights in the associated art.

All shipping, handling, customs duties, taxes, and charges are the Buyer's sole responsibility unless otherwise agreed in writing. If merchandise cannot be delivered due to incorrect address information or refusal to accept delivery, the Buyer remains liable for full payment and any additional costs.

The Buyer must inspect merchandise on receipt and notify us in writing of any defects within 14 days of delivery, with photographic evidence.

5. Refunds

All merchandise sales are final. No refunds, returns, or exchanges are permitted except as required by applicable law or as specifically provided below.

Refunds or replacements are available only where merchandise is: (a) materially defective in manufacturing; (b) substantially different from its description at point of sale; or (c) damaged during shipping through no fault of the Buyer.

The exclusive remedy for any valid claim is replacement of the defective merchandise by our designated supplier. No monetary compensation, credits, or alternative remedies are available. Our maximum liability for any merchandise claim is strictly limited to replacement. Buyers have no right to demand specific suppliers or replacement sources.

6. Limitation of Liability

To the greatest extent permitted by law, we are not liable for any indirect, special, incidental, consequential, or punitive damages; loss of profits, revenue, data, or business opportunities; or any damages exceeding the purchase price of the specific merchandise item. These limitations apply regardless of the legal theory (contract, tort, strict liability, or otherwise).

Part H — California Addendum — DFPI / Stored-Value Consumer Guardrail

Part H — California Addendum

DFPI Stored-Value Consumer Guardrail | 7 sections — California residents

§1

Scope

Applies to California residents only. Supplements Parts C1, C2, and C3. Provides additional consumer disclosures and protections required under California law and the DFPI regulatory framework.

§2

Consumer Notice

XP, Kredits, Gen 2 Shares, Gifts, and Collectibles NFTs are not monetary instruments, stored value, or payment devices under California law. Cannot be redeemed for cash or used as payment outside the Platform.

§3

Non-Custodial Statement

All Embedded Wallets on the Platform are non-custodial. No custody of digital assets, private keys, or crypto. XP is an off-chain record, not a digital asset or financial instrument. See Part A Section 5 for full wallet terms.

§4-5

RVA Opt-In and Disclosure

RVA transactions require affirmative opt-in with KYC per Part C3. Consumer disclosure displayed at XP or Kredits acquisition and RVA opt-in. Earned XP expires 60 days; Purchased XP 12 months. Not FDIC insured.

§6

Geolocation Consent

California Users consent to geolocation verification. Used for jurisdiction-specific disclosures and compliance with California consumer protection requirements.

§7

Complaints

Contact: contact@peoplebrowsr.com. Acknowledge within 5 business days. Resolve within 30 business days. Escalate unresolved complaints to DFPI (www.dfpi.ca.gov). PeopleBrowsr is not a bank or money transmitter.

PeopleBrowsr ToS v7.21

Effective 30 March 2026

Part H — California Addendum

1. Scope

This Addendum applies to users who are residents of the State of California (**California Users**) and supplements Parts C1, C2, and C3.

2. Consumer Notice

For California Users:

- XP, Credits, Gen 2 Shares, Gifts and Collectibles NFTs are not monetary instruments, stored value, or payment devices under California law.
- XP, Credits, Gen 2 Shares and Gifts cannot be redeemed for cash, converted to fiat currency, or used as payment for goods or services outside the Platform.
- XP, Credits, Gen 2 Shares and Gifts are game mechanics and engagement tools with no monetary value.

3. Non-Custodial Statement

All Embedded Wallets on the Platform are non-custodial (see Part A §5 for full wallet terms). We do not hold custody of, control, or manage any digital assets, private keys, or cryptocurrency on your behalf. XP exists as an off-chain record within our systems and is not a digital asset, stored value product, or financial instrument.

4. RVA Transaction Opt-In

Entry into RVA transactions requires affirmative opt-in by the California User. Upon opt-in, KYC requirements for on-chain asset transactions apply as described in Part C3.

5. Prominent Consumer Disclosure

We will display the following disclosure prominently to California Users at the point of XP or Credits acquisition and RVA transaction opt-in:

"Earned XP has no cash value and expires after 60 days. Purchased XP has no cash value and expires after 12 months. XP cannot be redeemed for money. Credits are platform-only tokens that cannot be sold or exchanged for cash. Neither XP nor Credits are insured by the FDIC or any government agency. PeopleBrowsr is not a bank, money transmitter, or financial institution."

6. Geolocation Consent

California Users consent to geolocation verification for the purpose of delivering jurisdiction-specific consumer disclosures.

7. Complaints

California Users may direct complaints to contact@peoplebrowsr.com. We will acknowledge complaints within 5 business days and aim to resolve them within 30 business days.

California Users not satisfied with our resolution may contact the California Department of Financial Protection and Innovation (DFPI) at www.dfpi.ca.gov.

Part I — Data and Privacy Policy

Part I — Data and Privacy

How we collect, use, share, and protect your personal information | 9 sections

§1-2

Introduction and Purpose

Complies with applicable Privacy Laws. We collect personal information to provide Services, confirm identity, process transactions, manage your relationship, enable promotions, and meet AML/CTF and proliferation financing obligations.

§3

What We Collect

Name, email, IP, device details on registration. DOB, government ID, proof-of-address for KYC (via KYC Kred). Third-party sources and public blockchain data. Demographics, location, transaction history, and feature usage.

§4

How We Share

Related entities, service providers, KYC providers, payment processors, law enforcement (under AML/CTF Act), professional advisers. We do not sell or trade personal information. De-identified aggregated data used for analytics.

§5-6

Storage and Security

Own and third-party servers in Australia, US, and other countries. SSL encryption, password controls, regular backups. Retained as long as necessary for Services and legal obligations (AML/CTF record-keeping). Public blockchain data caveat.

§7-8

Cookies and Marketing

Own and third-party cookies for recognition, preferences, fraud prevention, and analytics. Direct marketing via email, SMS, push notification. Opt out via unsubscribe link, "STOP" reply, dashboard, or contact us. Removed within 5 business days.

§9

Access and Complaints

Contact contact@peoplebrowsr.com or Privacy Officer (L9, 1 Chifley Sq, Sydney 2000). Acknowledge within 5 working days, resolve within 30 business days. Blockchain data may be impossible to delete. Escalate to OAIC (www.oaic.gov.au).

This Data and Privacy Policy is provided by the **PeopleBrowsr group of companies**.

1. Introduction

We respect your privacy and comply with applicable Privacy Laws. This Policy explains how we collect, use, disclose, retain, and protect your Personal Information when you use our Platform and Services. It does not apply to Third Party Sites.

We may update this Policy at any time. Continued use of the Platform constitutes acceptance of any updated Policy. The current version is always available on our Platform.

2. Why We Collect Personal Information

We collect Personal Information to:

- provide, improve, and customise our products and Services;
- confirm your identity and process transactions;
- manage our relationship with you and build our customer database;
- enable participation in promotions, competitions, or surveys;
- respond to requests and seek feedback;
- provide technical support and customer service;
- conduct research and analyse business performance;
- fulfil legal and regulatory requirements (including AML/CTF and proliferation financing obligations);
- protect our Platform from fraud and security risks; and
- conduct direct marketing, subject to your opt-out rights.

We use contact information to customise your account, enable verification features, and send notifications. You may manage your notification preferences in your user dashboard.

We may send you operational communications you cannot opt out of; these include significant platform changes.

When you subscribe to another user's OneHub, we disclose your contact information to that OneHub Owner. We ask OneHub Owners not to resell or misuse your data although we cannot control their actions.

We maintain an AML/CTF Compliance Program in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and AUSTRAC regulatory guidance, including provisions addressing proliferation financing.

3. What We Collect

The Personal Information we collect may include:

- name (or username), email address, IP address, and device details on registration;
- date of birth, gender, government-issued identification details, and proof-of-address documentation when you complete identity verification (KYC) with KYC Kred Pty Ltd;
- information from third-party sources and public blockchain data (including wallet addresses);
- device details — carrier, OS, connection type, IP address, browser type, and referring URLs;
- demographic and location data;
- connections with others on our Platform; and
- transaction history, feature usage, and interaction data.

We also collect automatically, through your browser or device, when you use our Platform: visit date/time, domain, operating system, browser version, search terms, pages visited, last website visited, and IP address. Phone calls may be recorded for quality assurance.

4. How We Share Personal Information

We may disclose your Personal Information to:

- our related entities, Personnel, and service providers to carry out our functions;
- other users when you interact with their OneHub or contact them through our Services;
- identity verification and KYC providers;
- cloud hosting, backup, and customer support providers;
- marketing and advertising partners, in accordance with applicable law;
- payment processors and sellers to facilitate transactions and resolve disputes;
- law enforcement, government agencies, and regulators when required by law (including under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), as amended);
- professional advisers (lawyers, auditors, consultants);
- acquirers or merger parties in a proposed sale or restructure of our business; and
- any person with your consent.

We do not sell or trade your Personal Information to third parties. We may disclose de-identified, aggregated data for marketing, advertising, and analytics.

Where data is disclosed in connection with a share sale, you acknowledge that such a transaction does not constitute a "transfer" of Personal Information. Some recipients may be located outside Australia, including in the United States.

We will not be responsible for Personal Information released to public blockchains through your choice to include it in Content, public smart contracts, or metadata.

5. Collection and Storage Methods

We collect information through your telephone calls, emails, web forms, Platform uploads, registrations, surveys, and feedback, as well as automatically through your device and browser. Where practicable, we collect information directly from you.

We use own and third-party servers (including global data hosts and payment gateways).

Personal Information will likely be stored and processed in Australia, the United States, and other countries where we operate.

We retain Personal Information for as long as necessary to provide Services and comply with legal obligations (including AML/CTF record-keeping requirements). When no longer needed, we destroy or de-identify it.

6. How We Protect Your Information

We take reasonable steps to keep your Personal Information secure, including physical security, SSL encryption, password and access controls, and regular backups. We ask OneHub Owners to respect your information and not resell it.

Data transmission over the internet is not guaranteed secure, and we cannot prevent external parties from processing data written to public blockchains. We do not guarantee the security of information transmitted to us.

7. Cookies and Tracking Technologies

We and our partners use cookies and similar tracking technologies (**Cookies**) to recognise you, customise your experience, save preferences, measure promotions, prevent fraud, and analyse usage. Cookies may transmit data to third-party servers globally.

You may set your browser to delete, disable, or block certain Cookies (browsers with this functionality include Microsoft Edge, Firefox, Chrome, and Safari). Disabling Cookies may limit your use of the Platform.

On your first visit, you may be prompted to accept our Cookies policy. We issue Cookies unless your browser is set to refuse them.

Our Platform may use web beacons (single-pixel gifs) or similar technologies to help deliver Cookies, count visitors, and track engagement with marketing materials. We may work with third parties to place web beacons for analytics and business development purposes.

8. Direct Marketing

We may contact you by email, SMS, or push notification about products and services that may interest you. You may opt out at any time via the "unsubscribe" link in emails, by replying "STOP" to SMS messages, through your Platform dashboard, or by contacting us. We will remove your details from marketing lists within 5 Business Days. Marketing systems may be operated on global infrastructure.

9. Access, Correction, and Complaints

To access, correct, or delete your Personal Information, or to make a complaint, contact us:

Email: contact@peoplebrowsr.com

Mail: Privacy Officer, PeopleBrowsr Pty Ltd, Level 9, 1 Chifley Square, Sydney 2000

We will acknowledge privacy complaints within 5 working days and aim to resolve them within 30 Business Days. We may charge a reasonable fee for access requests. Identity verification may be required.

If you request deletion, we will take reasonable steps to delete your information, unless required to retain it for legal or audit purposes. Information stored on a public blockchain may be impossible to delete.

If you are unsatisfied with our handling of a complaint, you may contact:

- **Office of the Australian Information Commissioner:** www.oaic.gov.au, enquiries@oaic.gov.au, or GPO Box 5218 Sydney NSW 2001; or
- the Privacy Commissioner in your State or Territory.

Access exceptions apply where disclosure would pose a safety risk, have an unreasonable impact on others' privacy, relate to legal proceedings, be unlawful, or be required to be denied by law.