



TERMS AND CONDITIONS (“Terms”)

Last Updated: **12th January 2023**

1. INTRODUCTION

- 1.1. Bandar Utama City Centre Sdn. Bhd. (“**BUCC**”) is offering for sale of non-fungible tokens (“**NFT**”), each being linked to the digital art display of either one of the three (3) “ONECARD privileges+ card” designs (“**ONECARD Art**”) on the OpenSea NFT platform (“**Platform**”).
- 1.2. For purposes of the Terms, “you” and “your” means you as the purchaser of the aforementioned NFT (“**ONECARD Collectible**”). If you are purchasing the ONECARD Collectible on behalf of a company or other entity, then “you” and “your” includes you and that entity, and you represent and warrant that:-
 - (i) you are an authorized representative of the entity with the authority to bind the entity to the Terms; and
 - (ii) you agree to the Terms on the entity’s behalf.
- 1.3. PLEASE READ THE TERMS CAREFULLY. BY PROCEEDING WITH THE PURCHASE OF THE ONECARD COLLECTIBLE, YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD ALL THE TERMS, AND AGREE TO BE BOUND BY ALL OF THE TERMS.

2. YOUR PURCHASE OF THE ONECARD COLLECTIBLE

- 2.1. You are entitled to purchase 1 unit of the ONECARD Collectible for each design of the ONECARD Art, on a first-come, first-served basis and while stock lasts.
- 2.2. You represent and warrant that you are an eligible purchaser of the ONECARD Collectible in terms of legal age and capacity.
- 2.3. The purchase price of the ONECARD Collectible will be Ringgit Malaysia 50.00 (RM50.00) per unit and payable in the form of Ethereum cryptocurrency/traditional currency (subject to the prevailing exchange rate). This purchase price excludes any transaction, miscellaneous and other applicable fees such as gas fees.
- 2.4. You are solely responsible for determining and being liable for payment of any tax which applies to your purchase of the ONECARD Collectible.
- 2.5. BUCC reserves the right to vary the purchase price of the ONECARD Collectible as stated in section 2.3 above, and the number of ONECARD Collectible units available for sale, at any point in time.

- 2.6. For the avoidance of doubt, the ONECARD Collectible and ONECARD Art are digital in nature and do not include any item or representation that has physical dimensions such as mass or volume.
- 2.7. BUCC reserves the right to change or withdraw its sale of the ONECARD Collectible at any point in time, without prior notice to you.

3. SUBSEQUENT TRANSACTIONS

3.1. In the scenario that:-

- (i) you sell, transfer or assign the purchased ONECARD Collectible to a third party; and/or
- (ii) the third party then sells, transfers or assigns the ONECARD Collectible to another third party (and so on and so forth);

such shall be collectively referred to as “**Subsequent Transaction(s)**”.

- 3.2. The transferee(s) of the ONECARD Collectible through Subsequent Transaction(s) shall be deemed to accept and be bound by all of the Terms (other than with respect to section 2.3 above).
- 3.3. BUCC is not responsible for determining or being liable for payment of any tax which applies to your sale or transfer of the ONECARD Collectible, or to any of the Subsequent Transaction(s).
- 3.4. You acknowledge and agree that all Subsequent Transactions will be effected on the Ethereum blockchain.

4. OWNERSHIP OF THE ONECARD COLLECTIBLE

- 4.1. Upon your completion of payment for the ONECARD Collectible, the ONECARD Collectible will be transferred to your wallet on the Platform.
- 4.2. For as long as you are the owner of the ONECARD Collectible, BUCC grants to you a limited, revocable, non-exclusive, non-sublicensable, royalty-free and personal license to:-
 - (i) store the ONECARD Art linked to your ONECARD Collectible for non-commercial purpose only; and
 - (ii) display or post the ONECARD Art on a sales listing on the NFT marketplace, in order to sell or otherwise transfer the ONECARD Collectible to a third party.

The license is non-transferrable, save for being transferred in connection with the Subsequent Transaction of the ONECARD Collectible. Please note that the ONECARD Art stated in this sub-section will be the specific design linked to your ONECARD Collectible, and not for all designs as offered by BUCC on the Platform.

- 4.3. For the avoidance of doubt, BUCC owns and shall retain all title, interest and rights including ownership rights, moral rights and intellectual property rights (such as copyright, trademark, patent, etc., whether registrable or otherwise) in and to the ONECARD Art. The

aforementioned title, interest and rights shall not be assigned or transferred to you or any other transferee(s) through Subsequent Transactions.

5. USE OF THE ONECARD COLLECTIBLE

5.1. You shall not nor permit any third party to do or attempt to do any of the following:-

- (i) engage in any off-chain transaction for the sale or purchase of the ONECARD Collectible;
- (ii) hack, target with a distributed denial of service attack (“**DDoS**”), interfere with, or otherwise tamper with the blockchain and smart contract(s) (if applicable) associated with the ONECARD Collectible;
- (iii) modify the ONECARD Art, including but not limited to its shapes, designs, drawings, attributes, color schemes or otherwise;
- (iv) use the ONECARD Art to advertise, market or sell any product or service;
- (v) use the ONECARD Art in connection with media that depicts hatred, intolerance, violence, cruelty or any other subject matter that reflects negativity or infringe upon the rights of others;
- (vi) sell, distribute for commercial gain (including but not limited to giving away in the hopes of eventual commercial gain) or otherwise print materials or merchandise that includes or consists of the ONECARD Art;
- (vii) attempt to register any trademark, copyright or otherwise acquire any intellectual property right in or to the ONECARD Art;
- (viii) utilize or replicate the ONECARD Art for your or any third party’s commercial benefit;
- (ix) interfere with BUCC’s title, interest and rights to the ONECARD Art; or
- (x) use or deal with the ONECARD Collectible and the ONECARD Art against any applicable law, regulation or rule, or in non-compliance with the Terms.

5.2. If you are from a jurisdiction outside of Malaysia, you are additionally responsible and liable for compliance with any applicable law, regulation and rule of that particular jurisdiction.

5.3. The license to the ONECARD Art granted by BUCC to you, as stated in section 4.2 above, shall automatically and immediately terminate without notice, and all rights shall revert to BUCC if at any point in time:-

- (i) you breach any of the Terms;
- (ii) you engage in any unlawful or criminal activity related to the ONECARD Collectible or the ONECARD Art; or
- (iii) at BUCC’s sole determination and discretion, you disparage any of BUCC’s brands or products.

5.4. Upon or irrespective of any termination of your license to the ONECARD Art:-

- (i) BUCC may claim against you for any loss or damage suffered as a result; and
- (ii) all sections of the Terms (except for section 2.3) will continue to apply to you.

6. ASSUMPTION OF RISK

6.1. The ONECARD Collectible is provided “as is,” without warranty of any kind. Without limiting the foregoing, BUCC disclaims any warranty, whether express or implied:-

- (i) of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement of the ONECARD Collectible and ONECARD Art;
- (ii) regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the ONECARD Collectible and ONECARD Art;
- (iii) arising out of the course of dealing or usage of trade; and
- (iv) that the ONECARD Collectible and ONECARD Art will meet your requirements or be available on an uninterrupted, secure or error-free basis.

6.2. BUCC will not be responsible or liable for any loss, damage or claim for your use or dealing with the ONECARD Collectible, including but not limited to any of the following:-

- (i) user error such as forgotten passwords, incorrectly constructed transactions or mistyped wallet addresses;
- (ii) server failure or data loss;
- (iii) unauthorized access to your account on the Platform, payment wallet or the ONECARD Collectible;
- (iv) unauthorized third party activity such as viruses, phishing, brute force attacking or other means of attack against the Ethereum blockchain network underlying the ONECARD Collectible and ONECARD Art;
- (v) failure, corruption or abnormal behaviour of hardware, software (e.g. payment wallet, smart contract, etc.), the Ethereum blockchain, Internet connection or any feature of the ONECARD Collectible;
- (vi) late reporting by developers or representatives (or no report at all) of any issue with the Ethereum blockchain supporting the ONECARD Collectible, including forks, technical node issues or any other issue having fund losses as a result;
- (vii) any communication failure, disruption, error, distortion or delay you may experience when effecting transactions for the ONECARD Collectible, howsoever caused; or
- (viii) discrepancy in the recording of transaction of the ONECARD Collectible on the Ethereum blockchain ledger with the actual date or time that you initiated the transaction.

The above and all of the Terms are in no way evidence or representing an ongoing duty by BUCC to alert you of all of the potential risks of purchasing the ONECARD Collectible or utilizing the Platform and Ethereum blockchain.

- 6.3. The ONECARD Collectible is an intangible digital asset which exists only by virtue of the ownership record maintained in the Ethereum blockchain network. BUCC cannot guarantee that it can effect the transfer of title or right to any ONECARD Collectible successfully, and as the ONECARD Collectible is non-fungible, it is unrecoverable once damaged or lost.
- 6.4. Digital assets such as the ONECARD Collectible are subject to developing laws and regulations throughout the world, thus the Terms may be updated or modified from time to time to ensure compliance with any local law, regulation and/or rule (please see section 11 below).
- 6.5. BUCC is not responsible for repairing, supporting, replacing or maintaining the Platform, nor does it have any obligation to maintain any link between the ONECARD Collectible and the ONECARD Art.

7. PERSONAL DATA

- 7.1. With purchase of the ONECARD Collectible, you are providing your information and data (including personal data as defined under the Personal Data Protection Act 2010 in Malaysia (“**PDPA 2010**”)) (collectively referred to as “**Data**”) to BUCC.
- 7.2. You consent to BUCC collecting, using, storing, processing and disclosing such Data in compliance with the PDPA 2010 (“**Privacy Policy**”) which is hereby incorporated into the Terms. BUCC may share, disseminate or distribute any of your Data without consent if required to do so under any applicable law, court ruling or administrative body of competent jurisdiction.

8. INDEMNITY

- 8.1. You shall fully indemnify, defend and hold harmless BUCC and its parent, subsidiary and affiliate companies, and each of their respective past, present and future officers, directors, members, contractors, affiliates, agents, lawyers, consultants, suppliers, vendors, service providers, representatives, predecessors, successors, assigns and employees (collectively referred to as “**BUCC Parties**”) from and against any and all claims, damages, awards, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, obligations, taxes, fees and expenses (including lawyers’ fees and expenses) that directly or indirectly arise from or are related to any claim, suit, action, demand or proceeding made or brought by a third party (including any person who accesses or transacts using the ONECARD Collectible whether or not such person personally purchased the ONECARD Collectible), in law or equity, whether in tort, contract, or otherwise, against any BUCC Party, or on account of the investigation, defense or settlement thereof, arising out of or in connection with:-
 - (i) your purchase, ownership, use and dealing with the ONECARD Collectible or license to the ONECARD Art;
 - (ii) your breach or anticipatory breach of the Terms;
 - (iii) your violation or anticipatory violation of any law, regulation or rule in connection with your use or dealing with the ONECARD Collectible; and
 - (iv) any misrepresentation made by you

(collectively referred to as “**Claims and Losses**”).

- 8.2. You agree to promptly notify BUCC of any Claims and Losses.
- 8.3. You will cooperate as fully required by BUCC in the defense of any Claims and Losses.
- 8.4. Notwithstanding the foregoing, BUCC retains the exclusive right to settle, compromise and/or pay any and all Claims and Losses. BUCC reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, BUCC’s prior written consent.

9. LIMITATION OF LIABILITY

- 9.1. To the maximum extent permitted by law, BUCC being involved in creating, producing, transferring, selling or otherwise dealing with the ONECARD Collectible and ONECARD Art will not be liable for any indirect, special, exemplary, incidental or consequential damages including damages, losses of profits and the cost of substitute ONECARD Collectible under any cause of action arising directly or indirectly in connection with the ONECARD Collectible and ONECARD Art, even if BUCC has been advised of the possibility of such damages or for any claim by you, except for infringement claims, wilful misconduct, gross negligence, default, fraud or any other reason which is unlawful to exclude such damages.
- 9.2. The entire liability of BUCC to you, which you are able to claim as stipulated in section 9.1 above, shall be limited to and shall not exceed the price that you paid for purchase of the ONECARD Collectible from BUCC.

10. GENERAL

- 10.1. Successors & Assigns. The Terms will transfer and will inure to the benefit of BUCC, its permitted successors and assigns as well as to the BUCC Parties. You may not assign any of your rights or obligations under the Terms, whether by operation of law or otherwise, without BUCC’s written consent, unless stated otherwise in the Terms.
- 10.2. Governing Law & Resolution in Jurisdiction. The validity, interpretation, construction and performance of the Terms shall be governed by the laws of Malaysia. Any dispute relating to the Terms that cannot be resolved shall be adjudicated exclusively by the Courts in Malaysia.
- 10.3. Entire Agreement. The Terms and the Privacy Policy constitute the entire legal agreement between you and BUCC, and completely replace any prior or contemporaneous agreement between you and BUCC related to your purchase of the ONECARD Collectible, whether oral or written.
- 10.4. Language. The Terms are made only in the English language. If there is any conflict in meaning between the English language version of the Terms and any version or translation of the Terms in any other language, the English language version shall prevail.
- 10.5. Severability. If any one or more of the provisions or part thereof contained in the Terms should be or become invalid, illegal or unenforceable due to any reason, this shall not in any way affect or impair the validity or enforceability of the remaining provisions in the Terms.

- 10.6. Waiver. BUCC's failure or delay to exercise or enforce any right or provision of the Terms will not constitute or be deemed a waiver of future exercise or enforcement of such right or provision. The waiver of any right or provision of the Terms will be effective only if in writing and signed for and on behalf of BUCC by a duly authorized representative.
- 10.7. Section Headings. The section headings used in the Terms are for reference only and shall not be read to have any legal effect.

11. UPDATES TO THE TERMS

- 11.1. BUCC reserves the right to update or modify any part of the Terms at any point in time and at BUCC's sole discretion, without prior notice to you.
- 11.2. The updated Terms shall usually be made available on the same web-link as the original Terms and the "Last Updated" date at the beginning of the Terms shall be updated accordingly.
- 11.3. It is your sole responsibility to review the Terms from time to time for any update or modification. Any update or modification to the Terms shall apply on the date that they are made, and your continued ownership of the ONECARD Collectible after the Terms have been updated or modified will constitute your binding acceptance of the aforementioned updates and modifications.



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