

Terms of Service

1. Purpose

The purpose of these terms and conditions is to define the rights, obligations, and responsibilities of the company and its users when the users (those who have agreed to these terms and conditions, hereinafter referred to as “users”) use the services within the Pomerium platform (hereinafter referred to as “services”) provided by Pomerium (hereinafter referred to as “company”).

'PMG, etc.', which is used in these terms and conditions, refers to virtual assets provided by companies such as PMG and PMR, and means the transaction instrument that users can use in the service.

2. Definition of Terms

i. 'Blockchain' is a technology that connects each block sequentially like a chain after putting data in an electronic block, and it refers to a decentralized data storage method that records the transaction history in a ledger that anyone can read, and replicates and stores it on each computer that participates in the blockchain network.

ii. 'Virtual asset' is a means of storing value and a medium of exchange in an electronic way through services, and it is all data on the blockchain, including coins, tokens, NFTs, etc.

iii. 'NFT' refers to a 'non-fungible token' with a unique key value.

iv. 'Wallet' means a digital wallet used to store virtual assets connected with a member's account, and it is a service which enables exchange of virtual assets.

v. 'Account (ID)' means a combination of letters, numbers, or special characters, A member selects it and the company gives it to identify the member and use the service.

vi. 'Password' is a member authentication password used to prevent unauthorized use of the service and unauthorized access. It is a combination of letters, numbers, or special characters that the member selects to use the service.

vii. 'Fiat currency' means a currency that has legal compelling force and the ability to pay.

3. Effect & Amendment of Terms and Conditions

The company may change some of these terms and conditions at any time by posting its revised version with an updated revision date without prior notice to the users. The company may notify the change by electronic means, including email or pop-up messages. When a user does not agree to the change of the terms and conditions, the user can end the use of the service and terminate the account. The user agrees that the company does not take any responsibility for any loss caused by the change of the terms and conditions.

4. Rules Other Than the Terms and Conditions

The company may have separate operating policies other than these terms and conditions.

For matters not specified in these terms and conditions, the company shall apply the relevant laws and regulations, individual operational policies, and detailed usage guidelines set by the company. Users can see the individual operational policies and detailed usage guidelines set by the company while using the service, and when there is a change in the individual operational policies and detailed usage guidelines, the company will post it on the service screen.

5. Provision & Change of Service

When the company changes or terminates the service contents, it notifies the change or termination of the service contents by sending an email to the users' email addresses. However, when notifying many unspecified users of the change, the company will notify the users of it through the website or notice within the service.

6. Use of Service

In principle, the company provides the services for 24 hours a day, 7 days a week (00:00-24:00), and a

all the year round, except when it cannot provide the service due to the problem of the company's business or technology. However, the company may temporarily suspend the provision of the service for a certain period or limit the time of the service provision for reasons such as regular check of service facilities, and in this case, the company notifies the users of the reason in advance. When there are urgent reasons for which prior notice cannot be given, the company may notify the reasons after the fact.

7. Attribution of Rights & Use of Works

All rights, including copyrights for various services that the company provides to users, belong to the company.

8. Restriction & Suspension of Service Use

The company may restrict or suspend the users' use of the service in the following cases.

- i. When the users interrupt the operation of the company's service intentionally or with gross negligence.
- ii. When the users violate these terms and conditions
- iii. When the users intend to use it for illegal or unfair purposes such as money laundering (when there is any doubt about the purpose of transaction or use, the company may request additional information or purpose of use in accordance with relevant laws and regulations)
- iv. When there are unavoidable circumstances due to check on equipment for service, repair, or construction
- v. When there is disruption to the use of the service due to national emergency, defect of service facility, or congestion of service use
- vi. When the company recognizes that it is inappropriate to continue providing services for other serious reasons

When the company restricts or suspends the use of the service under the provisions of the preceding paragraph, the company must notify the users of the reason and period of restriction. When a user has an objection to the company's measures, he/she can file an objection according to the procedure set by the company. When the objection is justified, the company will immediately restart the use of the service.

If the company decides to terminate the contract with a user and decide to withdraw the user, the company will notify him/her of the withdrawal in advance before the execution, while the users have a defense opportunity for 30 days from the date of receiving the company's notice.

9. Formation of Purchase Contract

Users apply for a purchase contract according to the following each subparagraph or a similar method on the service screen. The company must provide each content in an easy-to-understand manner to the users when the users apply for a purchase contract.

- i. Selection of goods, etc. (The users can make payment using virtual assets.)
- ii. Confirmation of purchase of selected goods, etc.
- iii. Indication to confirm or reject the purchase
- iv. Selection of purchase quantity and goods to be used

The company may not accept the user's purchase application when it falls under the following items.

- i. When there is false, omission, or error in the application details
- ii. When it is deemed that the company cannot accept the purchase application in terms of technology

10. Refund

i .

In case when the company cannot provide the currency and services to purchasers due to reasons including being sold out, system failure, the company will notify the users of specific reasons. When the company has already received the purchase payment from the user, it will refund or take necessary measures for refund within 3 business days from the date of receipt of the payment.

ii. Blockchain network fees may be applied to transactions, and these fees are non-refundable. The fees are used for request, record, and confirmation of transactions.

iii. Fees and commissions charged on NFT purchase are non-refundable except extraordinary cases including inaccurate display of prices or product due to system errors.

iv. We will confirm and process your refund request once you fill out the designated form. (<https://forms.gle/wXuKj7ZCaAgq1rDw6>)

If you have any questions regarding refunds, please don't hesitate to contact us at contact@pomerium.space.

11. Company Obligations

i . The company must faithfully take proper measures for maintenance, check, or restoration of facilities related to the company's service provision and security in order to provide the service continuously and stably.

ii. The company does not send e-mails for commercial purposes that the users do not want.

iii. The company does not leak or distribute the users' personal information obtained when providing the service to a third party without the users' consent and strives to protect it.

12. User Obligations & Restrictions

The Pomerium service is not provided for children under the age of 14, so the users must be 14 years of age or older.

When the users do the following acts, the company may suspend the service for them.

i . Providing false information when applying or changing for the service use

ii. Using the services by registering third-party's authentication information

iii. Using the service unfairly by stealing another user's email address and password

iv. Reproducing, distributing, or using commercially the information obtained by using the company's service information without prior consent of the company

v . Infringing intellectual property rights such as copyrights of the company and other third parties

vi. Damaging the reputation of the company and other third parties or interfering with businesses

vii. Making the network abnormal between the operating server or Pomerium and the blockchain by modifying or hacking the software the company provides

viii. Disrupting the sound transaction order by unfairly affecting the market price of virtual assets

ix. Collecting, storing, or disclosing other users' personal information

x . Any act that is unlawful, violates these terms and conditions, or is considered unacceptable in the company's sole discretion.

Users accept the risks of blockchain protocols and networks, including instability, high transaction costs, network latency, information security, regulatory risks, and technical and operational errors. Users understand that these risks may cause delayed or unsuccessful transaction processing and potentially high blockchain transaction fees.

When users deposit virtual assets which the company does not support, or enter an incorrect address, the transaction will not be processed normally, and the users' virtual assets may be permanently lost.

Users take all the responsibilities for their actions and consequences while accessing or using the service and accept all risks of authorization or unauthorized access to the Pomerium services to the maximum extent permitted by law.

When users use the service to make profits, they take responsibilities for their actions. Users must pay for any taxes currently or subsequently charged/imposed by government agencies. Pomerium does not act as a withholding tax agency under any circumstances.

13. Responsibilities for Managing User ID, etc.

Users take responsibility for the management of wallet address and authentication information, as well as all the disadvantages caused by the users' intention or negligence, such as third party's illegal use of ID. However, when the disadvantages are caused by the intention or negligence of the company, the company bears the responsibility. When a user recognizes that his/her ID or password is stolen or is being used by a third party, the user must take measures such as changing his or her password immediately, and notify the company of the fact and follow the company's instructions.

14. Prohibition of Transfer

The rights of user to receive services cannot be transferred, given, or used for the purpose of the right of pledge.

15. Termination of Use Contract

When a user wishes to terminate the service use contract, he/she may request withdrawal through inquiry. When a user violates these terms and conditions, the company may unilaterally terminate this contract, and when it causes any damage to the operation of the service, the user may not only take civil and criminal responsibility, but also compensate for the damage that the company suffers.

When the use contract is terminated, the user's game account and wallet will be deleted, and the user agrees that the company will not take any responsibility for any losses caused by this.

16. Information Disclosure & Risk

Virtual assets are not considered fiat currency, and any government does not issue or support them. The value of NFTs and virtual assets is derived from supply and demand of global market, which can rise or fall regardless of fiat currencies. It goes with risks to hold NFTs and virtual assets. The company cannot guarantee the value of NFT, cryptocurrency, or blockchain. And the company may geographically block or restrict access to this website to guarantee compliance with local laws and regulations as occasion demands and will not take any responsibility for any loss caused by compliance with local laws and regulations.

17. Exemption Clause

When damage or loss occurs due to causes beyond reasonable control, including government actions, earthquakes, fires, industrial failures, upgrades of certain blockchains, etc., the company does not take any responsibility for the failure or delay in the implementation of these terms and conditions. And the company does not guarantee any matters not specified in these terms and conditions in relation to the service. Users must accept the risks resulting from the access and use of the service. The company does not guarantee the value of virtual assets such as NFT and PMG, and it does not take any responsibility for the loss due to vulnerabilities or abnormal operation of software, blockchain, or other functions.

18. Resolution of Disputes

These terms and conditions shall be governed by and construed according to the laws of Singapore. The user agrees to follow the exclusive jurisdiction of the courts of Singapore for any dispute or litigation related to these terms and conditions or the privacy policy.

19. Application of Regulations

Matters not specified in these terms and conditions shall be governed by the relevant laws and matters not specified in the laws shall follow customs. Even if it is found that any part of these terms and conditions

ions is invalid or unenforceable, this shall not affect other articles, and the rest of it shall remain in full force and effect.
These terms and conditions shall be effective from 06 22, 2023.