

Adam byGMO Terms of Service Comparison Table

15 June 2023
GMO Adam, Inc.

New Wordings	Current Wordings	Reason for Amendment
<p>Section2 (Definitions) In these Terms of Service, the following definitions apply.</p> <p>(8)“Adam byGMO” means the NFT platform, its website, its applications, and <u>all the other relevant or ancillary services (including Adam byGMO’s respective services), operated and provided by us.</u> The NFT platform enables you to sell, bid on, purchase, distribute free of charge, display, access, browse, deposit, withdraw, and otherwise use NFTs or off-chain tokens that you can mint.</p>	<p>Section2 (Definitions) In these Terms of Service, the following definitions apply.</p> <p>(8)“Adam byGMO” means the NFT platform, its website, its applications, and <u>other relevant services (including Adam byGMO’s respective services), operated and provided by us.</u> The NFT platform enables you to sell, bid on, purchase, distribute free of charge, display, access, browse, deposit, withdraw, and otherwise use NFTs or off-chain tokens that you can mint.</p>	<p>•To clarify the definition regarding Adam by GMO as we expand the services.</p>
<p>Section2 (Definitions) In these Terms of Service, the following definitions apply.</p> <p><u>(43)“Sanctioned Persons” means any individual or entity that has breached any of Section 41.1 (Export Restrictions and Sanctions) (1) through (3).</u></p>	<p>Section2 (Definitions) In these Terms of Service, the following definitions apply.</p> <p><u>(Inserted)</u></p>	<p>•To add the definition regarding sanctioned persons in accordance with newly established Article 41.</p>
<p>Section7 (User Account Registrations) 6.Even when we receive an application for a User Account from you, if you fall or are likely to fall under any of the following circumstances (the “Reasons for Refusal to Register a User”), we may refuse your application:</p> <p>(4)if you fall within Antisocial Forces <u>or Sanctioned Persons;</u></p>	<p>Section7(User Account Registrations) 6.Even when we receive an application for a User Account from you, if you fall or are likely to fall under any of the following circumstances (the “Reasons for Refusal to Register a User”), we may refuse your application:</p> <p>(4)if you fall within Antisocial Forces;</p>	<p>•To add the “Reasons for Refusal to Register a User” in accordance with newly established Article 41.</p>
<p>Section13 (Creator Accounts) 1.To make an Item’s Primary Sale, you must open a Creator Account. We may determine, in our sole discretion, whether we approve your application for a Creator Account. When we</p>	<p>Section13 (Creator Accounts) 1.To make an Item’s Primary Sale, you must open a Creator Account. We may determine, in our sole discretion, whether we approve your application for a Creator Account. When we</p>	<p>•To add the “Reasons for Refusal to Register a Primary Seller” in accordance with newly established Article</p>

<p>receive your application for a Creator Account, and if you fall or are likely to fall under any of the following circumstances (“Reasons for Refusal to Register a Primary Seller”), we will refuse your application:</p> <p>(4)if you fall within Antisocial Forces or Sanctioned Persons;</p>	<p>receive your application for a Creator Account, and if you fall or are likely to fall under any of the following circumstances (“Reasons for Refusal to Register a Primary Seller”), we will refuse your application:</p> <p>(4)if you fall within Antisocial Forces;</p>	41.
<p>Section32 (Prohibited Activities)</p> <p>1.You shall not engage in any activity that falls or is likely to fall within any of the following with regard to your use of Adam byGMO:</p> <p>(3)a breach of Section 40.1 or 40.2 (Exclusion of Antisocial Forces), or Section 41 (Export Restrictions and Sanctions);</p>	<p>Section32 (Prohibited Activities)</p> <p>1.You shall not engage in any activity that falls or is likely to fall within any of the following with regard to your use of Adam byGMO:</p> <p>(3)a breach of Section 40.1 or 40.2 (Exclusion of Antisocial Forces);</p>	<p>•To add prohibited activities in accordance with newly established Article 41.</p>
<p>Section32 (Prohibited Activities)</p> <p>1.You shall not engage in any activity that falls or is likely to fall within any of the following with regard to your use of Adam byGMO:</p> <p>(31)using an Item as securities under the Financial Instruments and Exchange Act, prepaid payment instrument <u>to which the Payment Services Act applies, electronic payment instruments, crypto-assets, exchange transaction or other remittance and settlement means;</u></p>	<p>Section32 (Prohibited Activities)</p> <p>1.You shall not engage in any activity that falls or is likely to fall within any of the following with regard to your use of Adam byGMO:</p> <p>(31)using an Item as securities under the Financial Instruments and Exchange Act, prepaid payment instrument, crypto-assets, exchange transaction or other settlement means;</p>	<p>•To comply with the 2022 amended Payment Services Act, which came into effect on June 1, 2023.</p>
<p>Section41 (Export Restrictions and Sanctions)</p> <p>1. <u>Our products and services may be subject to U.S. export and re-export control laws and regulations and similar sanctions laws and regulations applicable in other jurisdictions (trade, economic, and financial sanctions laws administered, enforced, or executed by sanctioning authorities, including the United States, which includes, but is not limited to, the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department and the U.S. Department of State, and the United Nations, the European Union and its member states, HM Treasury, and the Ministry of Finance Japan), sanctions regulations, embargoes, and restrictive measures. These include the Export Administration Regulations ("EAR") administered</u></p>	<p>(Inserted)</p>	<p>•To ensure our compliance with law and to comply with international export controls and restrictions on transactions with sanctioned parties</p>

by the U.S. Department of Commerce, trade and economic sanctions measures administered by OFAC of the U.S. Treasury Department, and the International Traffic in Arms Regulations ("ITAR") administered by the U.S. Department of State, and the Foreign Exchange and Foreign Trade Act ("FEFTA") administered by Japan's Ministry of Finance and Ministry of Economy, Trade and Industry. You represent and warrant the following regarding yourself at present and shall comply with the following in the future as your covenants:

(1) you do not reside in a country to which the United States embargoes goods or otherwise applies economic sanctions in accordance with any sanctions laws and regulations;

(2) you are not a person who is prohibited from trading with under applicable export or re-export laws and regulations, or similar laws applicable in other jurisdictions, or otherwise on the U.S. Government's list of prohibited or restricted persons or those who are owned, controlled, or ultimately controlled by such a person; and

(3) you are not engaged in any act that may be in violation of those sanctions laws and regulations.

2. You shall comply with all applicable export and re-export control laws and regulations, including the EAR and OFAC-administered trade and economic sanctions measures and the FEFTA. Specifically, the you shall not, directly or indirectly, use, sell, export, re-export, transfer, divert, release or otherwise dispose of any product, software, technology, including products derived from or based on such technology, or service you may receive from us under these Terms to any prohibited destination, entity or person under the EAR and OFAC-administered trade and economic sanctions measures, or other laws and regulations applicable in the United States or any other jurisdiction (including the FEFTA), without obtaining prior approval required by such laws and regulations from the competent government authority.

<p>Section47(Language, Governing Law, and Jurisdiction)</p> <p>2.These Terms and the User Agreement are interpreted in accordance with and governed by the laws of Japan. <u>The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to these Term and the User Agreement.</u></p>	<p>Section47(Language, Governing Law, and Jurisdiction)</p> <p>2.These Terms and the User Agreement are interpreted in accordance with and governed by the laws of Japan.</p>	<p>•To clarify the applicable law regarding the transactions of goods.</p>
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