

Game Term Of Service

Welcome to Game! These following Terms of Use form a legally binding agreement made between you (“You” or “User”) and Game (“we”, “our”, or “us”) regarding your access to and use of the Game website, the Game app (mobile app) as well as any other asset from social media channels, social networks, communities or mobile applications related, linked,...

These Terms of Use (“Agreement”) include our policy for acceptable use of the Services and govern your rights, obligations and restrictions regarding your use of the Services. You are only authorized to use the Services if you agree to abide by all applicable laws and this Agreement. By using the Services, you agree to be bound by this Agreement.

Because your privacy is important to us, this Agreement also incorporates, by this reference, our Privacy Policy, which explains how we collect and use your content and information. Please read the Privacy Policy.

Your access to and use of the Services constitutes your representation and warranty that you are of legal age to form a binding contract, and if not of legal age, that you access and use the Services with the permission of a parent or legal guardian, and that you are not a person barred from using or receiving the Services by any local, state, federal or international law.

In order to participate in certain Services, you may be notified that you are required to agree to additional terms and conditions, and such additional terms are hereby incorporated into this Agreement by this reference, but such additional terms and conditions shall control solely for the applicable Service.

Game is a distributed application that is currently running on the Multiple blockchains (the "Blockchains"), using specially-developed smart contracts (each, a “Smart Contract”) to enable users to own, transfer, battle, and merge genetically unique digital creatures. It also enables users to own and

transfer other digital assets like House and support items. These assets can then be visualized on a website that the user can interact with (the "Site"). The Smart Contracts and the Site are collectively referred to in these Terms as the "App". Using the App, users can view their assets and use the Smart Contracts to acquire, trade, battle, and merge creatures with other App users

1/ ACCEPTING THE TERMS OF USE

WE WILL ONLY ALLOW Game AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS.

If you use our Site, you accept and agree to be controlled by these Terms of Use and all terms included herein by reference. By accepting these terms, you guarantee that you are at least 18 years old. If you do not agree to these Terms of Service, you must not access or use the Platform or the Sites. By agreeing to these Terms of Use, you agree to resolve all disputes through binding individual arbitration, waiving any right to have the issue determined by a judge or jury, as well as any right to participate in a class action, class arbitration, or representative action. Game reserves the right to change or modify these Terms of Use at any time and in our sole discretion. You agree and understand that by logging into your account, accessing or using the Site following any change to these Terms of Use, you agree to the revised Terms of Use and all of the terms incorporated therein by reference. We encourage you to review the Terms of Use from time to time to ensure that you understand the terms and conditions that apply when you access or use the Site. Game reserves the right to apply special terms to any particular feature of function of the Platform or the Services and any such special terms shall become part of these Terms of Use upon your access and use thereof.

In order to benefit from some features of the Services, you may be required to register an account (an "Account"). When creating or updating an Account, you are required to provide us with certain personal information,

which may include your name, birthdate, email address, and, in some cases, payment information.

You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

You may never use another's Account without permission. You are prohibited from registering a new Account if you have previously had an Account terminated.

You are responsible for (i) keeping confidential any password that you created to use any aspect of the Services requiring registration, and (ii) restricting access to your computer, console, or mobile device. You agree to accept full responsibility for all activities that occur within your Account. You must notify us immediately of any breach of security or unauthorized use of your Account.

Although we will not be liable for your losses caused by any unauthorized use of your Account, whether with or without your knowledge, you may be liable for our losses or the losses of our third-party licensors, content providers, merchants, advertisers, sponsors, and service providers due to such unauthorized use.

2/ INTELLECTUAL PROPERTY & COPYRIGHT

Our proprietary properties include the Site, the App, and the Smart Contract, as well as any source codes, databases, functions, softwares, audios, videos, texts, pictures, and graphics on the Site and Apps (collectively, the "Content"). Trademarks, service marks, and logos (the "Marks") are owned and legally licensed to us, are in our control, and are protected by intellectual property copyright registration. You are granted limited access and use of

the Site in order to download or print a copy of any portion of the Content for personal, non-commercial purposes. You may not duplicate, reproduce, aggregate, republish, upload, post, publicly display, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploit the content for commercial reasons.

3/ CONTENT

1. Proprietary Rights

With the exception of content posted by users of the Services (“User Content”), all materials contained on the Services, including all content, the Virtual Items and the software, graphics, text and look and feel of the sites, and all trademarks (including Game® and the titles of all of our Apps), copyrights, patents and other intellectual property rights related thereto (“Proprietary Materials”), are owned or controlled by Game, our subsidiaries or affiliated companies, our third-party licensors, and/or our advertising partners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the Services, in whole or in part. Subject to your compliance with this Agreement and any other relevant policies related to the Services, we grant you a non-exclusive, revocable limited license subject to the limitations herein to access and use the Services and Proprietary Materials for your own non-commercial entertainment purposes consistent with the intended purpose of the Services. You agree not to use the Service for any other purpose.

2. Distribution/Uploading of Content

You are prohibited from posting on or transmitting through the Services (e.g., through uploaded content, a chat or user forum, online review or comment posted through the Services) any content

that infringes upon a third party's intellectual property rights or is defamatory, damaging, illegal, or offensive.

Without limiting the foregoing, you may not post, modify, distribute, or reproduce in any way on the Services any copyrighted material, trademarks, or other proprietary information belonging to others unless you have first obtained the prior written consent of the owner of such proprietary rights. It is our policy to terminate the account of anyone who repeatedly infringes the copyright rights of others upon our receipt of proper notification from the copyright owner or the copyright owner's legal agent.

By submitting content or materials ("Your Content") to us through the Services, including, without limitation, uploading any materials, choosing a username, or participation in any chats or forums, you automatically grant us, or warrant that the owner of such content has expressly granted us, the royalty-free, irrevocable, sublicensable and transferable, non-exclusive right and license to use, reproduce, publish, translate, prepare derivative works of, copy, perform and distribute Your Content, including all patent, trademark, trade secret, copyright or other proprietary rights in and to such content, and your username, actual name, and likeness (if submitted), in whole or in part worldwide, including in connection with announcing you as the winner of a sweepstakes/contest or including you in leaderboards. You also hereby grant each user of the Services a non-exclusive license to access Your Content through the Services, and to use, reproduce, distribute, display and perform Your Content as permitted through the functionality of the Services and under this Agreement. The above licenses granted by you in Your Content are perpetual and will only terminate if you've requested the removal or deletion of Your Content from the Services (such license will terminate within a commercially reasonable time after your request to remove or delete Your Content). You understand and agree, however, that we may retain,

but not display, distribute, or perform, server copies of Your Content that have been removed or deleted.

We may disclose any of Your Content or electronic communication of any kind:

- To satisfy any law, regulation, or government request;
- If such disclosure is necessary or appropriate to operate our Services;
- To protect the rights or property of Game and our officers, directors, employees and agents; or
- To protect the Game Providers and any other user.

Game is not responsible for the third-party products or services displayed therein.

3. Representations and Warranties

You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all of Your Content and to enable inclusion and use of Your Content in the manner contemplated by the Services and this Agreement. You further represent and warrant Your Content will not defame any third party and that the use of Your Content on the Services will not violate or infringe upon the intellectual property rights, or the rights of privacy or publicity, of any third party.

4. Third-Party Content & User Content

You acknowledge that Game is an online service provider that may post content supplied by third parties and users. We have no more editorial control over the content posted by such third parties (including User Content) than does a public library or newsstand. Any opinions, advice, statements, judgments, services, offers, or other information that constitutes part of the content expressed or made available by third parties, including User Content, are those of the respective authors or distributors and not of Game or its

affiliates or any of their officers, directors, employees, or agents. While we retain the right to filter or reject User Content and other content posted by third parties, we review User Content and other third-party content in a limited gate-keeper fashion and have no obligation to investigate whether User Content and other third-party content violate any term of this Agreement and will not do so in most cases. We neither endorse nor are responsible for the User Content or any other content posted to the Services by anyone other than Game.

Just as you retain complete ownership of Your Content (subject to the license to us granted above), all other users of the Services retain ownership of their User Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any User Content in whole or in part.

5. Unsolicited Submissions

We are pleased to hear from our customers and welcome their comments regarding our Services. Unfortunately, however, long-standing company policy does not allow us to accept or consider creative ideas, suggestions or materials other than those it has specifically requested. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by our professional staff might seem to others to be similar to their own creative work. Accordingly, we must, regrettably, ask that you do not send us any original creative materials such as game ideas or original artwork. While we do value your feedback on our services and products, we request that you be specific in your comments on those services and products, and not submit any creative ideas, suggestions or materials. If, despite our request that you not send us any other creative materials, you send us creative suggestions, ideas, notes, drawings, concepts or other information (collectively, the "Unsolicited Submissions"), the Unsolicited Submissions shall be

deemed and shall remain, the property of Game. None of the Unsolicited Submissions shall be subject to any obligation of confidence on the part of Game, and we shall not be liable for any use or disclosure of any Unsolicited Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Unsolicited Submissions of every kind and nature, in perpetuity, throughout the universe and shall be entitled to unrestricted use of the Unsolicited Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Unsolicited Submissions. You waive any and all moral rights in any such Unsolicited Submissions as well as any claim to a right of credit or approval. The foregoing shall also apply to any creative submissions you make at our specific request unless otherwise agreed in writing.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site, the App and the Smart Contracts ("Unsolicited") provided by you to us are non-confidential and should become our sole property

4/ USER REPRESENTATIONS

By using the Site, the App, and the Smart Contract, you represent yourself and agree that:

- All registration information you submit is fully stated, true, accurate, and up-to-date;
- You will maintain the accuracy of such given information and will be asked promptly to make updates whenever necessary;
- You have the legal capacity and the thorough understanding of complying with these Terms of Use;
- You are not a part of a minority community that practices laws and regulations which have nothing in common with ours;
- You will not access the Site, the App, and the Smart Contract using automated and non-human means, whether it is a bot, script, or anything alike;

- You will not use the Site, the App, and the Smart Contract for committing any illegal and unauthorized purpose;
- Your use of the Site, the App, and the Smart Contract will not violate any existing given law or regulation. If you provide any information that is untruthful, inaccurate, not up-to-date, we have the right to suspend or terminate your accounts and refuse to approve your any action regarding any current or future activities of the Site, the App, and the Smart Contract (or any portion thereof);
- You can only own one account attaching to one device at a time;
- You will not manipulate the rewards system (including without limitation collusion and manipulating your score);
- You have not been included in any trade embargoes or economic sanctions list (such as United Nations Security Council Sanctions list), the List of Specially Designated Nationals maintained by OFAC, or the Denied Persons or Entity List of the U.S. Department of Commerce.
- We reserve the right to choose which markets and jurisdictions to conduct its business and may restrict or refuse, at its sole discretion, the provision of Decentral Games services in certain countries or regions.

5/ PROHIBITED ACTIVITIES

You may not access or use the Site, the App, and the Smart Contracts for any purpose other than that for which we make the Site, the App, and the Smart Contracts available. The Site, the App, and the Smart Contracts may not be used in connection with any commercial endeavors except if agreed to in a binding legal contract with us. In particular, you shall not:

- Use the Site, the App and the Smart Contracts in connection with any gambling, wagering, moneylending, extortion or other similar activities.
- Systematically retrieve data or other content from the Site, the App, and the Smart Contracts to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Site, the App and the Smart Contracts, including collecting usernames and/or email addresses of players by electronic or other means for the purpose of sending

unsolicited email, or creating player accounts by automated means or under false pretenses.

- Use the Site, the App and the Smart Contracts to advertise or offer to sell goods and services.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, the App and the Smart Contracts, including features that prevent or restrict the use or copying of any Materials or enforce limitations on the use of the Site, the App and the Smart Contracts and/or the Materials contained therein.
- Engage in unauthorized framing of or linking to the Site, the App, and the Smart Contracts.
- Trick, defraud, or mislead us and other players, especially in any attempt to learn sensitive account information such as player passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site, the App, and the Smart Contracts or the networks or services connected to the Site.
- Attempt to impersonate another player or person or use the username of another player.
- Sell or otherwise transfer your profile.
- Use any information obtained from the Site, the App, and the Smart Contracts in order to harass, abuse, or harm another person.
- Use the Site, the App, and the Smart Contracts as part of any effort to compete with us or otherwise use the Site, the App, and the Smart Contracts and/or the Materials for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site, the App, and the Smart Contracts.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site, the App, and the Smart Contracts.
- Harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site, the App, and the Smart Contracts to you.

- Delete the copyright or other proprietary rights notice from any Materials.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site, the App and the Smart Contracts.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engines or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, the App and the Smart Contracts, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site, the App, and the Smart Contracts.
- Use the Site, the App, and the Smart Contracts in a manner inconsistent with any applicable laws or regulations.

You will immediately be banned from the Services if you are found to be participating in any one of these activities. Any conduct by you in violation of the foregoing prohibitions may result in the suspension or termination of your Account and your access to the Services.

6/ FEE AND PAYMENT

If you elect to purchase, trade, or mint Game NFTs, any financial transactions that you engage in will be conducted solely through the Blockchain via your chosen electronic wallet service such as MetaMask. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions.

Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Site and/or the App or using the Smart Contracts, or any other transactions that you conduct via the Blockchain network. The blockchain network requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the network. The Gas Fee funds the network of computers that run the decentralized blockchain network. This means that you will need to pay a Gas Fee for each transaction that occurs on a marketplace.

In addition to the Gas Fee, each time you play the App (or a round thereof) or perform any interaction relating to Game NFTs, or conduct a transaction via Smart Contracts to conduct a transaction with another player, you authorize us to collect a fee, and as notified to you from time to time via the most updated fee schedule on the Site (the "Platform Fee"). For each transaction where a Platform Fee is payable, we shall give you the opportunity to view and accept the Platform Fee before confirming the transaction and paying the Platform Fee. You acknowledge and agree that the Platform Fee will be transferred directly to us through the relevant Blockchain Network as part of your payment.

As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the App (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or sales of your own Game NFTs). Except for income taxes levied on us, you:

- Will pay or reimburse us for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be

imposed under the authority of any national, state, local or any other taxing jurisdiction; and

- Shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

7/ GOVERNING LAW

This Terms of Use and your use of the Site, the App, and the Smart Contracts are governed by and constructed in accordance with the laws of Singapore applicable to agreements made and to be entirely performed in Singapore, without regard to its conflicts of law principles.

8/ DISPUTE SETTLEMENT

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating the arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

If a Party is unable to resolve a Dispute through informal negotiations, the Disputes (except those Disputes expressly excluded below) will be finally and exclusively resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

Except where otherwise required by the applicable arbitration rules or applicable law, the arbitration can take place in the British Virgin Islands. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

In no event shall any Dispute brought by either Party related in any way to the Site, the App and the Smart Contracts be commenced more than one (1) year after the cause of the action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed or jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

9/ DISCLAIMERS AND LIMITATION OF LIABILITY

The services (the site, the app and the smart contracts) are provided by us and our webhost on an "as is" and "as available" basis. to the fullest extent permissible by applicable law, we disclaim all implied warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Without limiting the foregoing, neither we nor any Game provider make any representation or warranty of any kind, express or implied:

- As to the operation of the services, or the information, content, materials or products included thereon;
- That use of the services will be 100% secure, uninterrupted or error-free;
- As to the accuracy, reliability, or currency of any information, content, or service, provided through the services; or
- That the servers, or email sent from or on behalf of Game are free of viruses or other harmful components.

Under no circumstances shall we or any Game provider be liable for any damages that result from the use of or inability to use the services, including but not limited to reliance by a user on any information obtained from the services or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction, or unauthorized access to Game's records, programs, or services. you hereby acknowledge that this

paragraph shall apply to all content, merchandise, and services available through the services.

Neither we nor any Game provider will be liable for any indirect, incidental, special or consequential damages arising from the use of the services or the purchase of any product, real or virtual, therefrom, even if we or such Game provider has been advised of the possibility of such damages. under no circumstances will Game be liable to you for more than the amount you have paid Game in the one hundred and eighty (180) days immediately preceding the date on which you first assert any such claim and if you have not paid any amounts during that time period, you acknowledge that your sole remedy shall be to cease using the services and terminate your account.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. if these laws apply to a user, some or all of the above disclaimers, exclusions, or limitations may not apply to such user, and such user may have additional rights.

You understand and agree that we, our subsidiaries, affiliates, and licensors will not be liable to you or to any third party for any indirect, incidental, special, consequential, or exemplary damages which you may incur, howsoever caused and under any theory of liability, including, without limitation, any loss of profits (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss, even if we have been advised of the possibility of such damages.

You agree and acknowledge that our total, aggregate liability to you for any and all claims arising out of or relating to these terms or your access to or use of (or your inability to access or use) any portion of the site, the app and the smart contracts, whether in contract, tort, strict liability, or any other legal theory, is limited to the greater of (a) the amounts you actually paid us under these terms in the twelve (12) month period preceding the date the claim arose

You agree and acknowledge that we have made the site, the app and the smart contracts available to you and entered into these terms in reliance upon the warranty disclaimers and limitations of liability set forth herein, which reflect a reasonable and fair allocation of risk between the parties and form an essential basis of the bargain between us. we would not be able to provide the site, the app and the smart contracts to you without these limitations.