

Website and Game Terms and Conditions

Last updated and effective as of **01 Oct, 2023**.

INTRODUCTION

These Website Terms and Conditions (these “**Terms**”) are entered into by and between you and Animoca Brands Limited (“**Animoca**”, “**we**”, “**us**” or “**our**”). These Terms govern your access to and use of this website located at chaos-kingdom.com and all associated websites linked to chaos-kingdom.com (collectively, the “**Website**”) and the online-capable game titled “Chaos Kingdom” (the “**Game**”) published by Animoca and its subsidiaries and affiliates (together with Animoca, the “**Group**”), including without limitation, any content, functionality and services offered by the Group on or through the Website. The Website and the Game are the property of Animoca and its licensors.

Please read these Terms carefully before accessing or using the Website and the Game as they contain important information and affect your legal rights.

1. AGREEMENT TO THESE TERMS AND ELIGIBILITY TO USE THE WEBSITE AND GAME

- 1.1. By accessing or using the Website or Game, you agree to be bound and abide by these Terms as well as our Privacy Policy (“**Privacy Policy**”) and any other applicable policies published on the Website (collectively, the “**Applicable Policies**”), which form part of these Terms as incorporated by this reference.
- 1.2. By accessing or using the Website or Game, you further represent and warrant that:
 - (a) You are at least 18 years old or have attained such age of majority and contractual capacity in your jurisdiction of residence. In the event that you are below the age of 18 (or other applicable age of majority in your place of residence), you have obtained consent from your parent or guardian before accessing or using the Website;
 - (b) Your access to and use of the Website does not violate any applicable law; and
 - (c) You are using the Website for your personal use only.
- 1.3.
- 1.4. IF YOU DO NOT (A) AGREE TO THESE TERMS, OR (B) MEET THE ABOVE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WEBSITE OR GAME AND SHOULD CEASE AND DISCONTINUE ANY ACCESS TO AND USE OF THE WEBSITE OR GAME.
- 1.5. When you use the Website or the Game, you may also be using the services of one or more third-party service providers (such as third-party social media platforms, if applicable) (each, a “**Third-Party Provider**”), you agree that your use of any such third-party services may be subject to any applicable terms and conditions and policies of the relevant Third-Party Providers.
- 1.6. Additional terms and conditions may apply to specific portions, services or features of the Website or Game, such as the registration or participation in any events (“**Specific Terms**”). Any Specific Terms and conditions are incorporated to these Terms by this reference. In the event of any direct conflict between these Terms and any Specific Terms, the Specific Terms shall prevail to the extent of such conflict.

- 1.7. While the Website or Game may be accessible worldwide, we reserve the right to limit the availability of the Website or any part, functionality, services or content provided thereon to any person or jurisdiction in our sole discretion. Any offer for any feature, product or service made on the Website is void where the same is prohibited under the laws of certain jurisdiction. The Website is administered and operated by Animoca in Hong Kong. If you access or use the Website from any other jurisdiction, you do so on your own initiative and are responsible for compliance with any applicable local laws and regulations.

2. AMENDMENT TO THESE TERMS

We reserve the right to amend these Terms from time to time in our sole discretion by publishing such amended Terms on the Website. All amendments are effective upon publication. You acknowledge that we will not explicitly notify you about any possible amendments and it is your responsibility to check these Terms periodically for changes. Your continued use of the Website or Game following the publication of any amended Terms means that you accept and agree to the amendments.

3. AVAILABILITY OF AND UPDATES TO THE WEBSITE AND GAME

- 3.1. We reserve the right to amend, update, withdraw, suspend or disable the Website or Game, or any part thereof, including any functionality or services we provide through the Website for any reason in our sole discretion without prior notice. We do not guarantee that the Website or Game, or any content thereof will always be available or uninterrupted. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.
- 3.2. You acknowledge that any content on the Website or in the Game may be out of date at any given time, and we are under no obligation to update the same.

4. USE OF THE WEBSITE

- 4.1. You agree to use the Website or Game for lawful purposes only and in accordance with these Terms. You further agree not to:
 - (a) Use the Website or Game in any manner that violates any applicable law or regulation, including but not limited to any law and regulation against money laundering and terrorist financing;
 - (b) Use the Website or Game for the production or dissemination of any defamatory, pornographic, discriminatory, racist or inappropriate content or in a manner that would otherwise bring Animoca to disrepute;
 - (c) Duplicate, copy, transmit, distribute, license, reverse engineer, modify, publish, display, reuse or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of our intellectual property rights or knowingly or recklessly encourage or assist any third parties to infringe our intellectual property rights without our express prior written consent;
 - (d) Use the Website or Game in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Website or Game, or interfere, disrupt or reverse-engineer any aspects or features of the Website or Game that could modify, damage, disable, overburden or impair the functioning of the Website or Game in any manner;
 - (e) Attempt to exploit vulnerability of any system or network of ours or breach any security or authentication measures implemented by us;

- (f) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website or Game;
- (g) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Website or Game;
- (h) Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means, program or interface not authorized by us to access the Website, extract data or otherwise interfere with or modify the rendering of Website pages or functionality, the operation of the Game, or to incorporate the Website or Game into any other program, website or application;
- (i) Use data collected from the Website or Game to contact any individuals, companies, or other persons or entities or to conduct any direct marketing activities;
- (j) Use the Website or Game to conduct electronic spamming or otherwise distribute ant unsolicited or unauthorized advertising, promotional or marketing material, junk or chain messages;
- (k) Bypass or ignore instructions that control all automated access to the Website or Game; and
- (l) Use the Website or Game to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments.
- (m) Attempt to disrupt and/or exploit the systems and features of the Website or Game in any way that grants an unintended advantage or benefit; interfere with the experience and performance of other players of the Game negatively; or manipulate beyond the intention of the designed Game and Website systems and features.

- 4.2. You agree that we may, in our sole discretion and without prior notice, suspend, restrict or terminate a user's access to the Website or Game or any functionality or services provided on the Website or in the Game if we determine that your activity involving the Website or Game is associated with any use that is contrary to these Terms.
- 4.3. You acknowledge that any violation by you of these Terms may cause irreparable harm to Animoca, for which monetary damages would be inadequate, and you consent to the obtaining of any injunctive or equitable relief by us that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Website, Game and all any associated content, features, design element, and other materials contained therein, including, without limitation, our logos and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof are proprietary property of the Group and its licensors (as the case may be) and protected by copyright, trademark, patent, trade secret and any other applicable intellectual property or proprietary rights laws. We retain any and all rights, title and interest in and to the Website, Game and any content thereof (including, without limitation, all intellectual property rights), including all copies, modifications, extensions and derivative works thereof.
- 5.2. Your right to use the Website or Game is limited to the rights expressly granted in these Terms. Unless otherwise expressly stated herein, no licenses to use any of our logos, trademarks, trade names, business names, slogans or brands are to be inferred or assumed pursuant to the use of any

of the Website. All rights not expressly granted to you herein are reserved and retained by the Group or its licensors (as the case may be).

- 5.3. Subject to your ongoing compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferrable and royalty-free license to use any materials made available on the Website for public download (such as fact sheets, logos, project images, etc.), provided that you (a) do not remove any proprietary notice language in all copies of such materials, (b) use such materials only for your personal, non-commercial purposes, (c) make no modifications to any such materials, and (d) do not make any additional representations or warranties relating to such materials.

6. RELIANCE ON INFORMATION AND CONTENT

- 6.1. Any information or content on the Website or in the Game is made available on an “as-is” basis solely for general information purposes. The Website or Game may contain information obtained from third-party sources, including from portfolio companies of the Group. We have not verified and are not under any obligation to independently verify such information. We do not assume any responsibility for the accuracy, reliability, or completeness of any information or content on the Website or in the Game, nor do we represent or warrant that the Website or Game, or any content thereon is accurate, current, appropriate for a particular situation, error-free or free of viruses or other harmful components. Any reliance placed on the content by you is at your own risk.

7. THIRD-PARTY LINKS AND APPLICATIONS

- 7.1. The Website or Game may contain links to third-party websites or services that are not owned or controlled by the Group. You hereby acknowledge that the Group has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge that the Group shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third-party websites or services. We strongly advise that you read the terms of service and privacy policies of any such third-party websites or services.
- 7.2. The Website or Game may provide certain social media features that enable you to link certain content on this Website or in the Game to your account maintained with third-party social media platforms controlled by third-party providers. You may use these features solely with respect to the content they are displayed with, and otherwise in accordance with these Terms and any additional terms and conditions we provide with respect to such features.
- 7.3. You are solely responsible for keeping your log in credentials with respect to any social media accounts secure and you should never share such credentials with anyone. We are not liable for any acts or omissions by you in connection with your social media account or as a result of your social media account being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to or unauthorized use of your social media account.

8. USE OF THIRD-PARTY DIGITAL WALLETS

- 8.1. For the purposes of these Terms:

(a) **"Holder"** means any individual, entity or its affiliates who has purchased, acquired or otherwise owns an NFT as so recorded by the relevant smart contract;

- 8.2. You will need to connect with your third-party digital wallet (your **"Wallet"**) for access to certain portions of this Website or Game, any services provided thereon (the **"Services"**), or to conduct any financial transactions with your Wallet and solely through the relevant blockchain powered by Polygon PoS (the **"Network"**). Any such Wallet is not operated or maintained by Animoca . As such, we do not have any custody or control over the contents of such Wallet and has no ability to retrieve or transfer any content therein. We also have no insight into or control over any financial transactions conducted with such Wallet, nor do we have the ability to reverse any such transactions. We shall 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 Website or Game, or using our smart contracts, or any other transactions that you conduct via the Network or your Wallet.
- 8.3. You are solely responsible for keeping your Wallet secure and you should never share your Wallet credentials or seed phrase with anyone. We are not liable for any acts or omissions by you in connection with your Wallet or as a result of your Wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to or unauthorized use of your Wallet.
- 8.4. The Network requires the payment of a transaction fee for every transaction that takes place on the Network (**"Gas Fee"**). You are solely responsible to pay such Gas Fee or any other applicable transaction fees, creator earnings (if any), platform fees, payment transfer fees, royalty fees (if any) for each transaction (collectively, the **"Transaction Fees"**). We are not responsible for any Transaction Fees and will not reimburse you for any Transaction Fees incurred.
- 8.5. You are solely responsible for any Internet connection and telecommunication fees and charges that you incur when accessing your Wallet, the Website, Game or relevant smart contracts.
- 8.6. You are also solely responsible for any applicable taxes on any transactions via the Website other than any taxes that are chargeable on Animoca' net income.

9. DISCLAIMER OF OTHER WARRANTIES

- 9.1. We expressly disclaim all warranties of any kind, whether express or implied, (a) as to the operation or availability of the Website, Game or any information, functionality, content, materials, services or products included on the Website or in the Game; (b) that the Website or Game will be uninterrupted or error-free; (c) as to the accuracy, reliability, or currency of any information or content provided through the Website or Game; or (iv) that the Website, Game, their servers, communications sent from or on behalf of Animoca, or any files available for downloading from the Website or Game are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply; but in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.
- 9.2. You are responsible for implementing appropriate measures to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website or Game for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR

COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE, GAME OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, GAME OR TO YOUR DOWNLOADING OF ANY MATERIAL MADE AVAILABLE ON THE WEBSITE OR IN THE GAME.

- 9.3. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 9.4. WE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

- 10.1. To the maximum extent permitted by applicable law, in no event shall Animoca, its subsidiaries or affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including but not limited to damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Website, Game or Services, including but not limited to the use of any third-party software or third-party hardware, loss of any Gas Fees for failed transactions on the Website, any excessive Gas Fees charged or loss of any NFT due to Marketplace or smart contract bugs, loss of assets from your Wallet, or otherwise in connection with any provision of these Terms), even if Animoca, its subsidiaries or affiliates has been advised of the possibility of such damages.
- 10.2. Your sole remedy against Animoca for any dissatisfaction with the Website, Game or any functionality or content on the Website or in the Game is to stop using the same. Notwithstanding the aforementioned, if Animoca is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Website, Game or any content, our liability shall in no event exceed the greater of (i) the total of any fees with respect to any Service or feature of or on the Website or in the Game paid by you in the 6 months prior to the date of the initial claim was made against us, or (ii) US\$100.
- 10.3. Nothing in these Terms shall exclude or limit liability of any party for fraud, willful misconduct or negligence or any other activity that cannot be limited or excluded by legitimate means.

11. INDEMNIFICATION

- 11.1. You agree to indemnify, defend, and hold harmless Animoca, its subsidiaries and affiliates, their respective directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates from and against any and all actual or alleged claims, actions, proceedings, investigations, demands, suits, losses, damages, demand of liability, costs, including attorneys', investigators', and experts' (or similar) fees, disbursements and all expenses incurred, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise, arising out of or in connection with your violation of these Terms, use of the Website, Game or any content, functionality or services provided on the Website or in the Game.
- 11.2. If you are obligated to indemnify us under these Terms, you agree that we will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to fully cooperate with us in the defense or settlement of the relevant claim.

12. GENERAL PROVISIONS

- 12.1. Assignment. Animoca may assign its rights and obligations under these Terms, in whole or in part, to any person or entity at any time without prior notice. You may not assign these Terms without our prior written consent.
- 12.2. No waiver. No failure or delay by you or Animoca in exercising any rights, powers, or remedies will operate as a waiver, and no waiver of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.
- 12.3. Third-party rights. Except as expressly indicated herein, these Terms are not intended to confer any rights or remedies on any person other than the parties hereto, except that any subsidiary or affiliate of Animoca may enforce any right or remedy expressly conferred on it under these Terms.
- 12.4. Severability. If any term or provision herein is held by a court of a competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.5. Entire agreement. These Terms, together with the Applicable Policies and any other terms and conditions incorporated hereto by reference, constitute the entire agreement between the parties with respect to your use of the Website and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.
- 12.6. Governing law and dispute resolution. These Terms shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of Hong Kong without giving effect to its conflict of law provisions. Any dispute, controversy, difference, or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English.
- 12.7. Electronic notices and communication. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and sent to us by email to our email address below:

To Animoca: chaos-kingdom-support@animocabrands.com

You acknowledge and agree that we may provide notices to you electronically (a) via email if you have provided us with a valid email address or (b) by posting such notice on the Website as we deem appropriate in our sole discretion. The delivery of any notice by us hereunder is effective when sent or posted by us, regardless of whether you read the notice or actually receive the delivery thereof.