## **GENERAL TERMS OF USE**

("Agreement")

"Pirates of the Arrland" www.arrland.com

Effective Date: 2025, January 1

#### DISCLAIMER

You may only view or use the smart contracts and the site available if you accept all these terms. By accessing the app, smart contracts, or the website, you confirm that you have read, understood, and agree to be bound by all these terms of use. If you do not agree and accept all these terms of use, you must not use the app, the smart contracts, or the website and must discontinue use immediately. Your use of the website or smart contracts constitutes your agreement to these terms and any future revisions.

You are aware that ANFATA GAMES does not guarantee any profits in connection with the acquisition of the RUM Tokens, and the distribution process of these Tokens is executed via automated smart contracts on the Polygon blockchain network. Any content and information on the www.arrland.com website and in the documents mentioned hereinabove do not constitute investment advice or investment recommendations and should not be perceived as such. Moreover, you acknowledge and fully accept that the activities of ANFATA GAMES do not relate to investment, banking, insurance, or reinsurance activities.

There is a high risk associated with financial markets or virtual currency markets (cryptocurrencies), particularly in terms of rapid price volatility, which may result in the loss of all invested means. By purchasing the RUM Tokens, you confirm that this is solely your free will, preceded by an independently performed analysis of the project operating under the name "Pirates of the Arrland".

You understand that blockchain technology is a new technology and accept all market and technological risks related to the purchase and use of the Arrland Tokens and services related to these Tokens, such as play-and-earn. You also confirm that you are not a citizen of countries where the law restricts or prohibits classifies the Token Distribution Process as issuing financial instruments or derivative financial instruments under relevant national laws.

You acknowledge and accept that the right to withdraw from the contract in connection with the acquisition of the Tokens has been excluded; therefore, all transactions of the purchase of the Tokens are final and there is no possibility of a refund.

## **1. INTRODUCTION**

#### 1.1 Purpose and Scope

These General Terms of Use ("Agreement") set forth the terms and conditions governing access to and use of the *Pirates of the Arrland* ecosystem (the "Website") under the domain <u>www.arrland.com</u> and related services. By accessing or using the Website or any associated applications, smart contracts, or services, you agree to be bound by this Agreement. If you do not agree with any part of this Agreement, you must discontinue use immediately.

#### 1.2 Parties and Roles

- Enchained Games Sp. z o.o. is the publisher and owner of the RUM utility token ("RUM Token") and holds the intellectual property rights to the *Pirates of the Arrland* project and its ecosystem, including games and applications.
- Anfata Games Sp. z o.o. is a separate entity that provides only the technical infrastructure for the project (e.g., the arrland.com website) and does not engage in any direct business, commercial, or financial relationships with Users.
- BlockLab Pro Inc. manages in-game rewards (including "ARRC" tokens) and all smart contracts including NFT collections based on a license granted by Enchained Games Sp. z o.o.

#### 1.3 No Investment Relationship

The Digital Assets (including but not limited to RUM and ARRC tokens) within the Arrland ecosystem do not represent an investment, a security, or a financial instrument in any jurisdiction. They are designed strictly as utility tokens or as digital collectibles (NFTs) for use within the *Pirates of the Arrland* ecosystem.

#### **1.4 Jurisdictional Limitations**

Use of this Website or blockchain technologies may be illegal in some jurisdictions. It is your responsibility to know and comply with the regulatory requirements concerning Digital Assets in your jurisdiction.

## 2. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

- "User": A natural person (over the age of 18 or the legal age in their jurisdiction), a legal person, or an organizational unit with the capacity to enter into binding contracts, who accesses or uses the Website or associated services.
- "Website": The official online platform for *Pirates of the Arrland* is available at <u>www.arrland.com</u>, including all associated content, features, and functionalities.

- "Digital Assets": Cryptographic tokens (including RUM, ARRC, NFTs), cryptocurrencies, virtual currencies, or other blockchain-based assets.
- "RUM Token" or "\$RUM": A utility token published and owned by Enchained Games Sp. z o.o., intended solely for use within the *Pirates of the Arrland* ecosystem.
- "ARRC Token" or "\$ARRC": An in-game reward token managed by BlockLab Pro Inc. under license, intended solely for use within the *Pirates of the Arrland* ecosystem.
- "NFT" or "NFT Token": A non-fungible token (ERC-721 or ERC-1155 standard) that may be offered as part of the ecosystem, managed by BlockLab Pro Inc. under license.
- "Third-Party Services": Services or applications (e.g., Metamask or other wallets) that allow the storage, transfer, or trading of Digital Assets.
- "Account": An optional user account on the Website created by connecting a compatible wallet and providing any requested identification data.

## 3. ELIGIBILITY

3.1 Age and Legal Capacity

- You must be at least 18 years old (or the legal age in your jurisdiction) and have the full legal capacity to enter into binding contracts.
- Your jurisdiction must not prohibit or restrict the use of blockchain technologies or Digital Assets.

#### 3.2 Responsibility for Compliance

It is solely your responsibility to comply with all applicable laws, regulations, and rules in your jurisdiction regarding the use of the Website and transactions in Digital Assets.

## 4. ROLES OF THE ENTITIES

4.1 Enchained Games Sp. z o.o.

- Publishes and manages the RUM Token.
- Owns all intellectual property rights to the *Pirates of the Arrland* project, including the game and ecosystem assets.
- Is not providing financial or investment services; references to "investment" on the Website refer solely to the acquisition of Digital Assets as utility tokens.

4.2 Anfata Games Sp. z o.o.

• Provides only the technical infrastructure (e.g., the arrland.com website and certain online functionalities).

- Does not engage in any commercial, financial, or transactional relationships with Users.
- Is not responsible for the exchange of Digital Assets between Users, which occurs exclusively via Third-Party Services.

4.3 BlockLab Pro Inc.

- Manages in-game rewards and NFT collections under a license from Enchained Games Sp. z o.o.
- May perform certain functions such as NFT issuance, reward distributions, and other in-game economies.

## 5. USE OF THE WEBSITE

**5.1 Website Functionalities** 

- The Website allows Users to view information about *Pirates of the Arrland* and connect compatible blockchain wallets to interact with Digital Assets (e.g., receiving or using tokens within the ecosystem).
- Access to certain features may require creating an Account by connecting a third-party wallet and verifying eligibility.

#### 5.2 Third-Party Services

- The Website may link to or integrate with Third-Party Services that facilitate storing, transferring, or trading Digital Assets.
- Neither Enchained Games Sp. z o.o., Anfata Games Sp. z o.o., nor BlockLab Pro Inc. controls or operates these Third-Party Services and bears no responsibility for their functionality, security, or regulatory compliance.

#### **5.3 Prohibited Activities**

Users must not:

- Use the Website for any unlawful purpose or in violation of any applicable regulations.
- Reverse-engineer, decompile, or modify any part of the Website or its functionalities.
- Employ bots, scripts, or other automated methods to manipulate the Website or its associated blockchain services.

## 6. DIGITAL ASSETS AND BLOCKCHAIN TRANSACTIONS

6.1 Nature of RUM and ARRC Tokens

- RUM Token: A utility token published by Enchained Games Sp. z o.o., intended for specific in-ecosystem functionalities.
- ARRC Token: An in-game reward token managed by BlockLab Pro Inc. based on a license.
- Neither token is a security, financial instrument, or investment product.

#### 6.2 NFTs

- Certain NFTs may be offered as bonuses or purchasable items, managed by BlockLab Pro Inc. under license.
- NFTs do not represent ownership in any legal entity or provide rights to any corporate or financial benefits.

#### 6.3 Transactions Through Third-Party Solutions

- Any exchange, transfer, or purchase of Digital Assets takes place via blockchain-based third-party wallets or decentralized platforms (e.g., Metamask, DEXs).
- Blockchain transactions are irreversible; you bear full responsibility for safeguarding your private keys and ensuring accuracy of transaction details.

#### 6.4 Taxation

You are solely responsible for determining and paying any taxes applicable to your transactions involving Digital Assets. Neither Enchained Games Sp. z o.o., Anfata Games Sp. z o.o., nor BlockLab Pro Inc. bears responsibility for Users' tax obligations.

#### 6.5 Assumption of Risk

By using the Website or engaging with Digital Assets in the ecosystem, you acknowledge and accept the following risks:

- Market Volatility: Digital asset values can fluctuate drastically, potentially resulting in total loss of value.
- Technological Risks: Smart contracts, blockchain networks, or third-party integrations may fail, experience bugs, or be subject to hacking.
- Regulatory Changes: Laws and regulations concerning blockchain or Digital Assets may evolve, impacting the legality or usability of tokens.

## 7. INTELLECTUAL PROPERTY RIGHTS

#### 7.1 Ownership

• Enchained Games Sp. z o.o. holds all intellectual property rights associated with the *Pirates of the Arrland* project, including graphics, art, software, characters, music, trademarks, and logos.

• Ownership of NFTs does not confer ownership of underlying intellectual property unless explicitly stated.

7.2 Limited License

- Users receive a non-exclusive, non-transferable, revocable license to access and use the Website and associated materials for personal, non-commercial purposes.
- Any breach of these terms may result in revocation of this license without notice.

#### 7.3 User-Generated Content

• If you submit or upload any content (e.g., forum posts, art, or other materials) to the Website, you grant Enchained Games Sp. z o.o., Anfata Games Sp. z o.o., and BlockLab Pro Inc. a non-exclusive, perpetual, worldwide, irrevocable, sublicensable, royalty-free license to use, reproduce, distribute, modify, and display such content for operational or promotional purposes.

## 8. LIABILITY AND INDEMNIFICATION

#### 8.1 Limitation of Liability

To the fullest extent permitted by law, Enchained Games Sp. z o.o., Anfata Games Sp. z o.o., and BlockLab Pro Inc. disclaim any liability for:

- Direct, indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with the use or inability to use the Website or Digital Assets.
- Losses resulting from unauthorized access to your wallets, private keys, or other account information.
- Fluctuations in the value or utility of Digital Assets.

#### 8.2 Indemnification

You agree to indemnify and hold harmless Enchained Games Sp. z o.o., Anfata Games Sp. z o.o., and BlockLab Pro Inc. from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from or related to your violation of this Agreement or misuse of the Website or associated Digital Assets.

## 9. DATA PROTECTION

#### 9.1 Privacy

Any collection, storage, or processing of personal data through the Website is governed by our <u>Privacy Policy</u>. By using the Website, you consent to our handling of personal data as described therein.

## **10. AMENDMENTS TO THE AGREEMENT**

#### 10.1 Right to Amend

Anfata Games Sp. z o.o. (on behalf of the ecosystem) may modify or update this Agreement at any time to reflect changes in services, technologies, legal requirements, or other factors. Updates will be posted on the Website, and continued use of the Website after such updates constitutes acceptance of the revised Agreement.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

#### 11.1 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Poland.

#### **11.2 Dispute Resolution**

Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in Poland, unless mandatory consumer protection laws in your jurisdiction specify otherwise.

## **12. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be interpreted in a manner that best aligns with the original intent of the Agreement.

### **13. FINAL PROVISIONS**

#### 13.1 No Waiver

Failure by any party to exercise any right or to enforce any obligation under this Agreement shall not constitute a waiver of that right or obligation.

#### 13.2 No Partnership

Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between Users and Enchained Games Sp. z o.o., Anfata Games Sp. z o.o., or BlockLab Pro Inc.

#### **13.3 Entire Agreement**

This Agreement, together with any documents and policies referenced herein, constitutes the entire agreement between you and the aforementioned entities regarding your use of the Website and its services.

#### **13.4 Contact Information**

For questions, complaints, or additional information, please contact us at:

• Email: contact@arrland.com

## 14. EARLY ACCESS, BETA STAGE, AND NO WARRANTY

#### 14.1 Early-Stage Development

You acknowledge that the *Pirates of the Arrland* project (including but not limited to the Website, games, and other applications) is in an early stage of development ("Early Access" or "Beta"). The software and services offered may be incomplete, contain errors, or be subject to significant changes over time.

#### 14.2 "As Is" Products and Services

All products, software, and services provided under the Arrland ecosystem are provided on an "as is" basis. Due to the ongoing development, Anfata Games Sp. z o.o., Enchained Games Sp. z o.o., and BlockLab Pro Inc. do not offer any warranties (express or implied) or guarantees regarding functionality, stability, or performance.

#### 14.3 No Right to Warranty or Complaints

By using the Website, creating an Account, or acquiring any Digital Assets, you agree that you are not entitled to make any claims for defects, warranties, refunds, or other remedies under consumer protection laws to the extent permitted by applicable law. You accept that the products and services may contain bugs, be subject to downtime, or undergo continuous modification without prior notice.

#### 14.4 User Assumption of Risk

Your use of these early-access products and services is entirely at your own risk. You agree to bear all responsibility for any consequences arising from software malfunctions, interruptions, or feature changes inherent in Beta or Early Access stages.

Effective Date: 2025, January 1

# BY ACCESSING OR USING THE WEBSITE OR ANY ASSOCIATED SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.