

## THE TERMS & CONDITIONS “Pirates of the Arrland”

[www.arrrland.com](http://www.arrrland.com)

### DISCLAIMER

**YOU ARE ONLY ABLE VIEW OR USE THE SMART CONTRACTS AND THE SITE AVAILABLE IF YOU ACCEPT ALL OF THESE TERMS. VIA APP, SMART CONTRACTS, WEBSITE, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE.**

**IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS OF USE, THEN YOU MUST NOT USE THE APP, THE SMART CONTRACTS AND THE WEBSITE, AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

**YOUR ENTRANCE OR USE OF THE WEBSITE OR SMART CONTRACTS CONSTITUTES YOUR AGREEMENTS TO THIS 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. You are also aware that any content and information contained on the [www.arrrland.com](http://www.arrrland.com) Website and in the documents mentioned hereinabove are not and shall not be perceived as “an investment advice” or “an investment recommendation” or an intermediary in such activity. Moreover, you acknowledge and fully accept that the activities of ANFATA GAMES do not in any way refer to investment, banking, insurance or reinsurance activities.**

**You are aware that there is a high risk associated with the operation of financial markets or markets related to virtual currencies (cryptocurrencies), in particular in terms of rapid price volatility in these markets, which may result in the loss of all means invested by you. In view of the above, you represent that the purchase of the RUM Tokens is solely your free will, which is preceded by an independently performed analysis of the project operating under the name “Pirates of the Arrland”.**

**You understand that the blockchain technology is a new technology and you accept all market and technological risks related to the purchase and use of the Arrland Tokens and services related to these Tokens, such as e.g., play-to-earn. You also represents that you are not a citizen of countries where law restricts or prohibits participation in processes collectively and commonly referred to as Initial Coin Offering or classifies the Distribution Process of the Tokens only as issuing of financial instruments or derivative financial instruments within the meaning of relevant national acts.**

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

## § 1. INTRODUCTION

### 1. Purpose

The Terms and Conditions is provided by Anfata Games sp. z o. o. (registry no./KRS no.: 0000926038) (referred to hereinafter as “ANFATA”, “we” or “us”) and covers usage of the Website [www.arrrland.com](http://www.arrrland.com) (referred to hereinafter as “the Website” or “*arrrland.com*”) and our other websites, platforms, applications, products and services. Herein, we shall refer to you as “You” or “the User”.

### 1.2. Website

[www.arrrland.com](http://www.arrrland.com) is a website, which allows to check the requirements to purchase e-access to the Game (referred to hereinafter as “**the e-access**”), receive free NFT Token as a bonus, which is produced in the ERC-721 standard token (referred to hereinafter as “**the NFT Token**”) or/and ERC20 standard (referred to hereinafter as “**the Arrland Tokens**”, “**the Tokens**”) on the terms and conditions determined hereby, by the Website, the Whitepaper and other documents visible and accessible via the Website and their purchase via an application of the third-party company, such as Metamask ([www.metamask.com](http://www.metamask.com)) or other equivalent (hereinafter collectively referred to as “**the Arrland Tokens**” or “**the Tokens**”). In addition, via the Website, the User has the option to create a User account (referred to hereinafter as “**the Account**”) by connecting third-party applications, eg. Metamask and providing the identification data required by ANFATA, such as login and password.

### 1.3 RUM Tokens Purchase

The User acknowledges and accepts that ANFATA manages [www.armland.com](http://www.armland.com) and You, by purchasing the Tokens or as a part of the blockchain network (Ethereum or equivalent), establish a relationship on a basis of other terms and conditions or terms and conditions of service provision, including especially, but not only, information and documents available on websites [www.ethereum.org](http://www.ethereum.org) and/or [www.metamask.io](http://www.metamask.io). Thus, the User acknowledges and accepts that purchasing the RUM Tokens does not refer to any a transaction or conclusion of any agreement directly with ANFATA. Conclusion of an agreement on service provision by electronic means between ANFATA and the User takes place as a result of registering the Account for a particular User, pursuant hereto.

The conclusion of a contract for the provision of services by electronic means between ANFATA and the User occurs as a result of the given User logging in at [www.armland.com](http://www.armland.com), pursuant to these Terms and Conditions.

### 1.4 Investment

In any way, the activity of ANFATA does not refer to investments as investment funds. Based on information posted on the Website, the term "investment" or "investments" shall be defined only as the purchase of the Tokens or pursuing such buy. The activity of ANFATA shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets relating to the Tokens.

## § 2. DEFINITIONS

**ANFATA GAMES sp. z o. o.**, with its registered office at Mieczysława Karłowicza Street 13/5, 40-145 Katowice, Poland. All representations shall be directed to this entity only (hereinafter referred to as the "Administrator" or "Service Provider"). Contact with the Service Provider is available at e-mail: [contact@armland.com](mailto:contact@armland.com).

- **User** - a natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professionally, or has appropriate competences on the basis of national law applicable in the place of temporary or permanent residence, who familiarize him/herself with the information posted via the Website;
- **Website** - an Internet website under the domain: [www.armland.com](http://www.armland.com);
- **Game** – Pirates of the Armland game, accessible for the Users via [www.armland.com](http://www.armland.com)
- **Account** - collections and competences assigned to the User within the scope of the Website, resulting concluding the agreement on service provision by electronic means between the User and ANFATA, includes data necessary for authorisation and for using some services accessible via the Website;
- **RUM Token / \$RUM** – a term referring to the future value of assets in ERC-20 standard as a part of the blockchain network (Ethereum or equivalent), enabling the owner to act pursuant to information presented on the TGE;
- **ARRC Token / \$ARCC** - a term referring to the future value of assets in ERC-20 standard as a part of the blockchain network (Polygon or equivalent), enabling the owner to act pursuant to information presented on the TGE;
- **E-access** – a term referring to the main service provided by ANFATA – access to the game Pirates of the Armland located on the Website, which is offered at a price seen at the Website;
- **NFT Token** - a term referring to a unit of asset value in the ERC-721 standard as a part of the blockchain network (Ethereum) enabling the owner to act pursuant to information contained on the Website or/and in the Whitepaper;
- **Armland Tokens / Tokens** - a collective term for the units of asset value in the ERC-721 (NFT Token) and ERC-20 standard (RUM Token/ARRC Token);
- **Token Generation Event / TGE** - means the creation of the RUM Tokens (\$RUM) and ARRC Tokens (\$ARCC) by the ANFATA and vesting them with the User in the amount and the time limit as set out herein or as indicated on the Website;
- **Whitepaper** - a document specifying terms and conditions of the Tokens functioning and also a possibility to join the Token Distribution Process for the User. The document is available at: [www.armland.com](http://www.armland.com);
- **Token Distribution Process** - refers to the issuing process of the Tokens using blockchain technology, as part of which it is possible to purchase the Tokens by the User;

- **Intellectual Property Rights** – means all and any data, information, video, graphics, sound, music, photographs, software, any other materials or content (in whatever format), copyrights as well as all computer code or scripts, whether compiled or not in any computer language or program, all patents, utility models, trademarks, know-how, trade names, domain names, rights in logo and get-up, inventions, all rights in computer software and data, databases, confidential information, trade secrets design rights (whether registered or unregistered) and semiconductor topographies and all intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above which may subsist anywhere in the world;
- **Restricted Content** – means any content or term that: (i) promotes or is related to illegal activities (illegal drugs, phishing, terrorism, criminal activities, contests, pyramid schemes or chain letters etc.); (ii) promotes or is related to tobacco, gambling or weapons; (iii) is related to pornographic or obscene material; (iv) is related to excessively graphic or explicit violence; (v) is defamatory, inappropriate or profane; (vi) is discriminatory or constitutes “hate speech”, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group; (vii) promotes or contains viruses, worms, corrupted files, cracks or other materials that are intended to or may damage or render inoperable software, hardware or security measures of ANFATA, any User, or any other third party;
- **KYC/AML**- a set of activities as a result of which information on a particular User is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing, taking into account specific types of risk;
- **Information and Communication Technologies (ICT) System** - a system of cooperating ICT devices and software which provides processing and storing, as well as sending and receiving data via ICT networks using an appropriate type of an ICT end device.

### **§ 3. GENERAL PROVISIONS**

#### **3.1 User**

Natural persons, legal persons and other organizational units to whom law assigns legal capacity may enter the Token Distribution Process. The age of majority is determined by law of the country in which the User lives, and the minimal age is 18 years old. Using the Website is free of charge.

#### **2. Terms and Conditions**

By joining the Token Distribution Process, the User confirms that he/she has read the Terms and Conditions, the Whitepaper, and in particular the mechanisms of software functioning and applications based on the blockchain technology, and the risk of losing all invested funds. At the same time, the User declares that he/she has familiarized himself/herself with the mechanism of sale of \$RUM, and has obtained all the necessary information and data that he/she considers sufficient to make a decision on the purchase of \$RUM, as well as mechanism of acquisition (earning) \$ARRC in the Game. The Terms and Conditions constitute a binding agreement between the User and ANFATA and apply to all Users who access or use the Website (also by simply browsing the content posted via the Website).

#### **3.3 User Account**

The Account may be created by the User. Account registration is free and voluntary (optional), but necessary to use some of the functionalities available within the Website in the field of using the play-to-earn function and using the ArrLand Tokens. In order to create the Account, the User is obliged to provide the required information contained in the registration form on the Website, including in particular the login and password, and is also required to connect the Account with his/her wallet (e.g., Metamask), in accordance with the information available in the Account registration form. The registration of the Account takes place only via the Internet (online).

#### **3.4 Representations on the Token Distribution Process and TGE**

The User represents that as a part of the Token Distribution Process, the User acts on his/her own and on his/her own behalf, and in particular does not act for the benefit of a person or entity being a citizen or a resident of countries where law restricts or prohibits participation in processes collectively and commonly referred to as Initial Coin Offering or classifies the Token Distribution Process only as issuing of financial instruments or derivative financial instruments within the meaning of relevant national acts. Also, the User represents that the financial means used to join the Token Distribution Process have legal sources. The User acknowledges and accepts that the NFT Token and RUM Token is not:

- 1) a document issued by name, on request or issued to the bearer, as well as a financial instrument and a participation unit nor an investment certificate within the meaning of the relevant national law at the place of the headquarters of ANFATA;
- 2) a packaged retail investment product within the meaning of Article 4 of the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and is not under any provisions of law provided by the state.

The purchase of the Tokens carries various risks, which may result in particular in the loss of the entire capital. The User hereby represents that he/she has read this Terms & Conditions and that it is fully understood and that he/she has considered and accepted all risks associated with the operation of the RUM Tokens and NFT Tokens, including but not limited to:

- Operational risk – i.e. the risk of potential losses caused by failures of IT processes or systems, including potential hacker attacks or human errors. In order to minimize losses, the ANFATA constantly monitors the correct functioning of the security systems. In addition, the ANFATA uses other safeguards adequate to the conducted activity, which enable the identification of threats before they materialize and the potential possibility of avoiding possible errors, failures or attacks;
- Changes in the tax and legal environment – Future changes in tax law and different interpretations of the law by tax authorities and courts may not be ruled out. In this respect, unfavorable changes in tax law may have a negative impact on the ANFATA's business activities;
- The risk of return – in any business procedure, there is a risk that the expected return may be less than the amount the Purchaser would like or would have obtained by purchasing other assets.

**The ANFATA, its directors, officers, employees and/or agents shall not be liable for any action taken or failure to act in connection with the implementation of the Token Distribution Process or/and TGE or for any loss suffered by the User, unless such loss arises from fraud or gross negligence from the ANFATA.**

**The User does not hold any claims against the ANFATA for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of the Tokens, including losses associated with the financial risks. The ANFATA is not liable for changes in the value of the Tokens resulting in a profit or a loss.**

### **3.5 Representations on Activities of ANFATA**

The User represents that he/she fully accepts the provisions hereof, without any doubts nor additions, as well as the User acknowledges and accepts that:

- 1) the Token Distribution Process is not a public offer, alternative investment fund management activity nor activity performed by an investment fund, and that the activities of ANFATA are not a banking activity, or an insurance or reinsurance activity within the meaning of the relevant national acts;
- 2) ANFATA does not mediate in any way in the transaction of purchasing the Tokens, therefore it shall not guarantee that the Token Distribution Process, as well as the acquisition of Tokens itself, will bring the User expected outcomes, results or economic or financial benefits. At the same time, the User represents that ANFATA have not guarantee him/her such results.
- 3) by purchasing Tokens or by joining the Token Distribution Process, the User does not join in any way ANFATA, does not form a company with ANFATA, and does not acquire corporate rights in ANFATA's company and does not enter into a similar legal relationship with ANFATA, including e.g., a joint venture.

Furthermore, the User acknowledges and accepts that ANFATA does not offer any services related to securities, and that ANFATA is not an entity transferring any money to Users or other persons or third parties. ANFATA does not provide investment, financial, tax or legal advice. Any information and applications posted on the Website do not constitute investment advice, financial advice, commercial advice or any other type of advice.

### **3.6 KYC/AML Verification**

ANFATA or entities cooperating with it as part of activities performed by the User on the Website or in connection with the acquisition of Tokens or entering the Process may verify the User to the extent specified in the relevant international acts on counteracting money laundering and terrorist financing

(AML). Pursuant to the legal requirements, the entity performing such verification may perform it again in the event of statutory premises, also in accordance with the internal security procedure.

### 3.7 Prohibited jurisdictions

Use of the Services may be territorially restricted. ANFATA offers access to the Services in accordance with local law. ANFATA does not allow the use of the Services by Users in particular under the jurisdiction of: Afghanistan, Libya, Serbia, Belarus, Somalia, Cuba, Sudan, South Sudan, Democratic Republic of the Congo, North Korea, Burundi, Syria, Egypt, Republic of Guinea, Bissau, Tunisia, Eritrea, Iran, Central African Republic, Venezuela, Iraq, Myanmar, United States, China, Yemen, Lebanon, Russia, Zimbabwe. ANFATA reserves the right to choose, limit or refuse to provide services in a particular jurisdiction at any time.

## § 4. TOKENS

### 4.1 General Information

The User, via the application and third-party websites, in particular via the Ethereum blockchain network, obtains the possibility to acquire the RUM Tokens in the presale. Details on the method of acquiring the RUM Tokens and their value expressed in the price - each time determined by third parties or websites of these third parties, e.g., Metamask ([www.metamask.io](http://www.metamask.io)), with respect to your payment for the acquisition of these Tokens. The acquisition of the RUM Tokens entitles Users to obtain benefits specified in particular in the Whitepaper or/and at TGE, subject to the provisions hereof.

The User, via the application and third-party websites, in particular via the Polygon blockchain network, obtains the possibility to acquire the ARRC Tokens in exchange for fulfilling particular activities in the Game or via exchanges between the Users in the Game. The acquisition of the ARRC Tokens entitles Users to obtain benefits specified in particular in the Whitepaper or/and at TGE, subject to the provisions hereof. The acquisition of \$ARRC enables Users to obtain benefits specified in particular in the Whitepaper or/and at TGE, subject to the provisions hereof.

### 4.2 Token

The RUM Token is a form of value that has been generated in the Ethereum blockchain network in the ERC-20 standard. The ARRC Token is a form of value that has been generated in the Polygon blockchain network in the ERC-20 standard.

The collection of the RUM Tokens by the User takes place immediately via the blockchain network, after the correct payment by the User pursuant to 4(1) herein. The collection of the ARRC Tokens by the User takes place immediately via the blockchain network, after fulfilling necessary in-Game activities by the User, pursuant to information on Website.

All information about the Tokens is posted on the Website in a place visible to the User or via the websites of third parties to which the Website redirects.

At the same time, due to the fact that the process of acquisition of Tokens is in no way dependent on the activities performed by ANFATA, as well as due to the close connection of the Tokens with financial markets over which ANFATA has no control, the User acknowledges and accepts that the rights to withdraw from the agreement within the meaning of withdrawing from the purchase of Tokens shall be excluded. **The User acknowledges and accepts that all transactions related to the purchase of Tokens are final and it is not possible to return the acquired (purchased) Tokens.**

### 4.3 Respecting the Rules

Each User obliges to use the Website in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. The User is obliged to protect own passwords and personal access keys to the Tokens against third parties' access.

### 4.4 Unauthorized Access

ANFATA does not in any way process or store access data enabling the management of the Tokens, including Users' private keys. The User is obliged to protect data used to access the Tokens, including data necessary to access the third party's application eg. Metamask ([www.metamask.io](http://www.metamask.io)) because in the event of their loss ANFATA shall not recover the data. In the event of loss of access data,

including in particular private keys, the User may lose all acquired Tokens, assigned to a given wallet address, for which ANFATA shall not be liable.

Any results of unauthorized acquisition of the password, keys or other data enabling the access to the Tokens belonging to the User are not the liability of the ANFATA.

#### **4.5 Tokens Taxation**

The User is obliged to determine how and according to which legal acts the taxation shall be carried out in connection with the purchase of the Tokens and to pay the tax to the competent tax authorities for a particular User. ANFATA is not liable in any way for incorrect tax settlement of the User due to the purchase of the Tokens.

#### **4.6 Knowledge of the Blockchain Technology**

The User represents that he/she is familiar herewith, Whitepaper as well as the Token Distribution Process and its mechanism, also the User has obtained all necessary information and data that he/she considers sufficient to decide on purchasing the Tokens, and that he/she has extensive knowledge in the field of functioning, use or usability of software and applications based on the blockchain technology. All transactions for the purchase of the Tokens are executed automatically, based on the User's decisions and his/her orders. The User is solely responsible for determining whether the decision to purchase the Tokens is proper. If the User has doubts about the functioning of the blockchain technology, cryptocurrencies or the rules for purchasing the Tokens, he/she should contact legal, tax or investment adviser before taking any action on the Website.

#### **4.7 Fees**

The fees are determined each time by third parties or websites of these third parties (e.g. Metamask or equivalent), enabling the acquisition of the \$RUM/\$ARRC Tokens. By acquiring the Tokens, the User undertakes to pay the current fees:

- 1) for the Token - the amount of which depends on the moment when the User purchases the Token and the number of Tokens purchased by the User, in accordance with the information provided on the Website;
- 2) any other necessary fees for the delivery of the Tokens to the User including in particular, but not only, blockchain network fees and third party service fees.

NFT Tokens are received as a free bonus for the purchase of e-access to the Game and there are no fees regarding its receipt, apart from any other necessary fees for the delivery of the Tokens to the User including in particular, but not only, blockchain network fees and third party service fees.

## **§ 5. NFT TOKENS**

### **5.1 General Information**

The User, via the purchase of e-access to the Game obtains a possibility to receive, as a free bonus the NFT Token as a digital representation of the value generated in the blockchain network. The receipt of NFT Tokens entitles Users to obtain benefits specified in particular in the Whitepaper or/and at the Website, subject to the provisions hereof.

### **5.2 NFT Tokens**

The Token is a form of value that has been generated in the Ethereum blockchain network in the ERC721 standard. The collection of the Tokens by the User takes place immediately via the blockchain network, after the correct payment by the User for e-access to the Game, pursuant to 6(2) herein. All information about the Tokens is posted on the Website in a place visible to the User or via the websites of third parties to which the Website redirects.

At the same time, due to the fact that the process of purchasing Tokens is in no way dependent on the activities performed by ANFATA, as well as due to the close connection of the Tokens with financial markets over which ANFATA has no control, the User acknowledges and accepts that the rights to withdraw from the agreement within the meaning of withdrawing from the purchase of Tokens shall be excluded. **The User acknowledges and accepts that all transactions related to the acquisition of Tokens are final and it is not possible to return the acquired (purchased) Tokens.**

## § 6. E-ACCESS TO THE GAME

### 6.1 General Information

The User is able to fully use the features of the Website by entering the Game. It is only possible by purchasing e-access to the Game and utilizing it on the Website. E-access to the game constitutes a digital service, which is provided to the User.

Selling e-access constitutes main service provided by ANFATA to User.

### 6.2 Payment Information

Details on the method of purchasing the Tokens and their value expressed in the price is available on the Website. E-access is provided to User immediately after completing the payment. **The User acknowledges and accepts that all transactions related to the purchase of e-access are final and it is not possible to return the acquired (purchased) e-accesses.**

At the same time with the purchase of e-access to the Game User agrees for ANFATA to provide to his e-mail address a proof of payment (receipt) for the purchase of the service in question.

## §7. RESTRICTIVE MEASURES AND COMPLAINTS

### 7.1 Reporting Violations

The User or third parties may refer to ANFATA regarding possible violations of the provisions hereof, the Whitepaper or violations of the use of the *arrland.com* Website. Any violations in the scope of the purchase of the ArrLand Tokens should be directed only to third parties providing services of the acquisition of these Tokens in the blockchain network, in accordance with the information provided, out of many, at [www.ethereum.org](http://www.ethereum.org). All reports to ANFATA should be sent to the e-mail address: [contact@arrland.app](mailto:contact@arrland.app).

### 7.2 Violations Results

Any violation of provisions hereof may result in, appropriately to the scale of damage:

- 1) warning;
- 2) a temporary suspension of the Account, i.e., prevent accessing the User Account;
- 3) deletion of the Account, which is understood as termination of the agreement on service provision by electronic means;

The Parties agree that the deletion of the Account, under any legal or factual cause, shall not give rise to any claims on the part of the User, including claims for the payment of any compensation.

### 7.3 Standard Report

ANFATA replies to the report of the User or a third party by electronic means, generally within 30 (say: thirty) working days from the date of receipt of the report. A response to the report shall be sent to the e-mail address provided by the User or a third party in the e-mail message. ANFATA reserves the right to extend the above term by a maximum of 30 (say: thirty) working days if the identification of the report requires special information or encounters obstacles independent of ANFATA. Furthermore, ANFATA reserves that the examination of the report may require additional explanations from the User or a third party - in such a situation the duration of a response from ANFATA shall be extended accordingly each time.

### 7.4 Complaints

The Users and third parties may submit complaints to ANFATA regarding the functioning of the Website (in the scope of the Account, regarding service provision by electronic means), as well as appeals against the decisions of ANFATA. Reports shall be sent directly to ANFATA at the e-mail address [contact@arrland.com](mailto:contact@arrland.com). The report shall include:

- 1) indication of a reporting person or entity which enables to identify the Account;
- 2) detailed description of a report.

ANFATA informs the entities submitting complaints about recognizing the complaint by electronic means to the e-mail address provided by the reporting entity, immediately, but not later than within 14 days from the date of receipt of the notification. Processing of a complaint may require obtaining additional explanations and clarifying information from the reporting entity. The reporting entity is then obliged to provide all necessary information and answers. The time for the reporting entity to provide answers to additional questions or information, each time extends the time limit for processing (completing) a particular complaint report.

## **7.5 Consent to Contact in the Electronic Form**

Submitting the complaint electronically by the User or a third party to ANFATA is understood as a consent to receive a response from ANFATA in the electronic form.

## **§ 8. LIABILITY OF THE ANFATA**

### **8.1 Duty of the ANFATA**

The ANFATA supervises the technical functioning of the Website and Services on an ongoing basis, ensuring its correct operation. However, the ANFATA does not guarantee the constant availability of all functions of the Website and Services, as well as their error-free operation.

### **8.2 Exemption of Liability**

The User uses the Website and Services voluntarily, at own risk. As far as it is permitted by law, ANFATA is not liable to the User for any damages, including loss of revenues, lost profits, data, business interruption or other unless these damages arise from ANFATA's gross negligence or willful misconduct or from death or personal injury arising from ANFATA's any negligence or fraud. This Agreement does not affect any statutory rights of consumers. The User undertakes to indemnify, defend and hold ANFATA (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third party resulting from or arising out of the User's use of the Service and the Website, or any breach by the User of this Agreement. For the avoidance of doubt, the foregoing does not apply if the infringement of rights is not attributable to the User's intentional or negligent behavior.

### **8.3 Blocking the Access**

The ANFATA has the right to block access to the Website or individual functions in the event of irregularities in the use of the Website, in particular in the event of circumstances that could harm the User or the ANFATA. The ANFATA shall not be liable for the temporary suspension of access to the Website for the period necessary to remove any threats or irregularities.

### **8.4 Force Majeure**

ANFATA shall not be liable and shall be excluded from performing if such performance hereunder is interfered with by any condition beyond ANFATA's reasonable control, including labor disputes, or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts of orders of government, acts of terrorism or war.

## **§ 9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1 Competent Entity**

ANFATA is owner and shall have all rights to the Website, title and interest, including but not limited to all Intellectual Property Rights or other proprietary rights in connection with: (i) Metaverse application, games and Service – including without limitation any games, titles, smart contracts, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using a ANFATA game client, and the ANFATA game clients and server software; (ii) Accounts – the User shall have no ownership or other proprietary interest in the Account; (iii) Trademarks, service marks and logos contained in the Services and/or the Website, excluding the content provided by third-party providers.

Except as expressly provided in these Terms and Conditions, no part of any Intellectual Property Rights owned by ANFATA may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without ANFATA's express prior written consent.

### **9.2 License**

Upon the use of the Website or/and the Product and the acceptance hereof by the User, the ANFATA grants the User a non-exclusive license to use the Website, to the extent of the services used by the User. The license is non-transferable and is granted for the duration of the User's use of the Website in accordance with its purpose and in a manner consistent herewith.

The non-exclusive license granted to the User does not authorize the User to grant further licenses. Furthermore, the User is not authorized to act outside the scope of the license. Transferring the



content of the Website to third parties is allowed only with the use of tools contained on the Website and intended for this purpose.

The User has no right to reproduce, sell or otherwise market or distribute the source code of the Website or the source code of a particular Product, in whole or in part, in particular to send or make it available in computer systems and networks, mobile application distribution systems or any other ICT systems.

#### **9.4 Non-convertible Tokens Copyrights**

The ANFATA declares that it is an entity authorized in the field of copyright to works related to individual non-fungible tokens (NFT). ANFATA, in connection with the User's purchase of non-fungible tokens, grants him/her a non-exclusive license, unlimited in time and territory, to use the work in a form of the token in the following scopes of use: (i) recording and reproducing the work - producing copies of the work using a specific technique, including printing, reprographic, magnetic recording and digital technology; (ii) in terms of trading in the original or copies on which the work was recorded - trading, lending or renting the original or copies; (iii) disseminating the work by public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work available to the public in such a way that everyone can have access to it in a place and time chosen by him/her.

#### **9.5 Non-convertible Tokens Transfers**

The Licensee (User) may, within the scope of his authorization, grant further sub-licenses for which the Licensor (ANFATA) agrees. Sub-licenses shall be granted in the case of transfer of the Tokens in the manner specified herein. The remuneration for granting a license and further sub-licenses is included in the purchase price of NFT tokens for the original purchase of the Token.

#### **9.6 Termination of the Agreement**

Along with the termination of the Agreement, the granted licenses are terminated with a 7-day notice period. For the use of the work after this period, the Service Provider shall be entitled to charge additional remuneration. All provisions regarding the granted license, set out in this section, also apply to further sub-licenses granted by Users.

#### **9.7 Breach of the License Terms and Conditions**

In the event of a breach by the User of the terms and conditions of using the Website or the licenses granted, the ANFATA shall be entitled to block the User's access to the Website and revoke the granted license. The above does not prejudice the ANFATA's right to take other appropriate and legal actions in connection with the breach.

### **§ 10. USER CONTENT IN THE METAVERSE APPS AND GAMES**

#### **10.1. User Statement**

The User warrants that the User Content comply with this Agreement and any laws, including but not limited to Intellectual Property Rights. The User agrees that the User Content will be processed by ANFATA in accordance with its policies. ANFATA has the right to monitor, record or store the User's interactions with the Services, ANFATA or other players while the User is using the Services (including without limitation communications through in-game text or video chat). ANFATA may also edit, refuse to post, or remove any User Content. However, ANFATA shall not be liable for any User Content; the only subject liable for the User Content is the User.

The User uses the Services for the User's own risk. ANFATA shall not be responsible in particular for monitoring the User's content or conduct. Notwithstanding with ANFATA's other remedies set forth in this Agreement or by law, the User shall compensate to DA GFAMES any damages deriving from the User Content, including but not limited to these arising of other User's compensation, decisions of court, government or other suitable authorities.

#### **10.2 License to User Content**

User hereby grants ANFATA an irrevocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to a third party) to the User Content. The said license entitles ANFATA to use the User Content for any purpose, including marketing and promotion of the Service on all fields of exploitation known at the time of authorization, in particular on the following:

- 1) any recording and reproduction (including the insertion into the computer or other device memory), production of copies, by any technique, including printing, reprographic, magnetic, mechanical, optical, electronic or other, by analogue or digital technique, in any system or

format; on any media, including audio or video media, paper or similar, photosensitive, magnetic, optical, discs, memory bones, computer media and other storage media and memory;

- 2) any transactions with the User Content's original and copies made in accordance with point i) – placing them on the market, renting, lending;
- 3) any other distribution, including: (a) any broadcasting and rebroadcasting, including by means of a wired or wireless vision or sound, by land stations, via satellite, cable, telecommunications or multimedia systems or other transmission systems (including simulcasting or webcasting), in an uncoded manner or coded, in an open or closed circuit, in any technique (including analog or digital), system or format, with or without the possibility of recording, including text, multimedia, Internet, telephone or telecommunications services; (b) any public access to the User Content in such a way that everyone can access it in a place and time of their choice, including the introduction of User Content to IT networks, in particular to the intranet and the Internet, to make the User Content available in such networks, as well as through stations terrestrial, via satellite, cable, telecommunications or multimedia networks, databases, servers or other devices and systems, including third parties, in an open or closed circuit, in any technique, system or format, with or without the possibility of recording on a medium, also within the services mentioned in letter (i); (iii) any public performance, display, exhibition, and in relation to User Content computer program layer also in the following fields of use: (a) permanent or temporary duplication of the software in whole or in part, by any means and in any form; (b) distribution, including lending or rental of software or a copy thereof.

### **10.3 The right to modify User Content**

ANFATA may therefore in particular copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way, the User Content and all modified works and works which derive from the User Content. On the basis of the given consent by User, ANFATA can use and exploit the User's name, likeness and any other information or material included in any User Content and in connection with any User Content, within the scope regulated by the Privacy Policy of the Website.

### **10.4 Waiver of rights**

The User hereby waives or undertakes not to perform any rights of attribution and/or any moral rights the User may have in the User Content, regardless of whether the User Content is altered or changed in any manner unless it is prohibited by applicable law. ANFATA does not claim any ownership rights in the User Content and nothing in this Agreement is intended to restrict any rights that the User may have to use and exploit the User Content.

## **§ 10. ADDITIONAL PROVISIONS**

### **11.1 Technical Requirements**

To use the Website, the User shall meet the following technical requirements:

- 1) having a device enabling the use of the Internet;
- 2) the Internet connection;
- 3) having a browser that allows to display websites and support third parties' applications (e.g., Metamask), e.g., Google Chrome.

ANFATA represents that it makes every effort to ensure constant access to the Website, however, it does not guarantee that the use of the Website is free of errors and technical breaks. In addition, ANFATA reserves the right to change the above minimum requirements for using the Website at any time without prior notice to the User.

### **11.2 Cryptographic Techniques**

ANFATA shall ensure the operation of the ICT system in a form of the Website, in such a way as to prevent unauthorized access to the content, in particular using cryptographic techniques.

### **11.3 Technical Breaks**

ANFATA reserves the right to temporarily or permanently terminate or limit activity of the Website. In particular, ANFATA is entitled to conduct maintenance work of the Website to restore security and stability of the ICT system. Accordingly, the User acknowledges and accepts that he/she has no claims regarding such interruptions or restrictions of access to the Website.

#### **11.4 Other Websites of Third Parties**

ANFATA exercises due diligence to specify unambiguously and identify pages and websites managed by third parties that offer separate services or a service, not related to the activities of ANFATA, pursuant hereto. However, ANFATA is not liable for the content, subject and the relationship established with another entity by the User. In such a situation, the User should each time exercise due diligence to determine with which entity the possible relationship is being established and to which website of the third party the User has been redirected using the Website.

### **§ 12. FINAL PROVISIONS**

#### **12.1 Terms and Conditions Enters into Force**

ANFATA has the right to amend hereto at any time. In such a situation, ANFATA shall inform about changes hereto in a visible place on the Website, including in particular by posting a new version hereof on the Website.

#### **12.2 Additions and Information Included Herein**

No legal basis or incompleteness of any of the provisions contained herein does not mean that the entire Terms and Conditions is legally void. Such provisions shall be amended to the ones that best reflect their meaning and purpose.

#### **12.3 Disputes**

All parties to the disputes that may arise in connection herewith shall be settled amicably in the first place, by mutual arrangements between the User and ANFATA. The User acknowledges and accepts that the amicable resolution of a dispute procedure is a condition precedent that shall be met prior to commencing any legal proceedings. In such a situation, the User is obliged to contact ANFATA pursuant to provisions 6 hereof.

If the above provisions are met, as well as in the absence of an amicable solution to the dispute, the provisions hereof shall be settled by the court competent for the current place of a registered office of ANFATA. At the same time, the User acknowledges and accepts that disputes arising here from may only be considered on the basis of an individual case of the User. In no way is ANFATA obliged to settle disputes as collective cases or collective actions.

#### **12.4 Transformation or Transfer of Rights**

The User acknowledges and accepts that the ANFATA may transfer the rights and obligations resulting from the implementation of the provisions hereof to another entity, person or third parties, including transferring the rights and obligations to another, newly established company as a result of the transformation.