

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "L.UP") are concluded between, firstly, the company Levelling Up Inc. (hereinafter also referred to as "Levelling Up", "the company", "we" or "us" in this policy), a BVI BUSINESS COMPANY (a company limited by shares incorporated in the British Virgin Islands) with its registered office at Intershore Chambers, Road Town, Tortola, British Virgin Islands, and listed in the Registrar of Corporate Affairs of the British Virgin Islands under the BVI Company Number: 2099761 with a contact e-mail address of info@earn.games (hereinafter referred to as "Levelling Up" or the "company") duly represented for the purposes hereof by its legal representative, and, secondly, a natural or legal person (hereinafter referred to as the "User"), acting in the capacity of professional or consumer, who (i) visits or uses the EG TOKEN website published by Levelling Up and accessible at the url www.earn.games (hereinafter referred to as the "Site") and/or (ii) uses the Services that are offered therein, such as those defined in the article entitled "Definitions" of these L.UP.

For more information on the company Levelling Up, publisher of the Site, the User is invited to consult the Site's legal notice. In particular, the User should note that Levelling Up is not regulated or licensed by the BVI financial services regulator, or any regulator for the provision of financial services or investment services, and accordingly, the User has no recourse to any regulatory protections or regulatory recourse due to Levelling Up's unregulated status. The relationship between the User and Levelling Up is a result purely contractual and any disputes must be resolved in court.

Levelling Up and the User are hereafter individually referred to as a "Party" and referred to jointly as the "Parties".

1. Definitions

In addition to the terms defined elsewhere in these L.UP, capitalized terms will have the meanings indicated below, whether in the singular or plural.

- API: means the Application Programming Interface that enables sites or applications (developed by a third party or by Levelling Up) to have real-time access to the User's Personal Space, and thus to the Wallets thereof and to the Services.
- API Keys: means the public and private keys generated during the creation of an API and used to identify and authenticate the request issued by a site or an application (developed by a third party or by Levelling Up) in order to access the User's Personal Space.
- a third party: means the third party company, independent of Levelling Up, that offers Users the opportunity to perform Purchase and Sale Transactions of Digital Assets (i.e. transactions involving the receipt/distribution of Fiat currency in exchange for Digital Assets). Levelling Up is not the agent or franchise holder of a third party.

- Third Party Cloud: means the third party companies, independent of Levelling Up, that develops, provides, maintains, updates, operates and administers the Exchange Platform accessible from the Site and offers the Users the benefit of the Custody Service and the opportunity to perform Exchange Transactions (i.e. "spot exchange" / "spot trading" operations) and/or Deposit or Withdrawal Transactions (i.e. transactions involving the transfer of Digital Assets between Wallets or to/from an External Wallet). Levelling Up is not the agent or franchise holder of third parties.
- Blockchain: means the technology enabling the representation and transmission of, inter alia, Digital Assets and making it possible to keep track of transactions on the latter. Blockchain does not have a single legal definition but generally has the following characteristics:
 - identification of each party by means of a cryptographic process;
 - the transaction is sent to a network of computers (the "nodes" of the network) whose geographical location is dispersed;
 - each "node" hosts a copy of the database in which the history of the completed transactions is recorded. All stakeholders can access it simultaneously;
 - the security system is based on a consensus mechanism of all or part of the "nodes" each time information is added. Transactions are validated by "data centres" or "miners". The validated transaction is added to the database as a block of encrypted data (this is the "block" in blockchain);
 - decentralized security management is in principle an important barrier to any tampering with transactions. Each new block added to the blockchain is linked to the previous one and a copy is transmitted to all "nodes" of the network. The integration is chronological and presumed to be indelible and unforgeable.
- Ceiling: means the maximum value of Transactions that can be performed by the User in a given period. If not specified, the Ceiling is calculated on a sliding year basis, and with regard to the cumulative value of all Transactions performed over the said period on an equivalent basis of United States Dollars.
- Custody: means the Service that enables the User to keep in one (or more) Wallet(s), hosted on the Exchange Platform, the Digital Assets obtained through a Deposit, Exchange or Purchase Transaction as well as the public/private keys needed for the performance of Transactions involving the said Digital Assets. Custody is provided by the Exchange Platform, and therefore by a third party, and not by Levelling Up.
- Digital Assets: means any digital representation of value that is not issued or guaranteed by a central bank or public authority, that is not necessarily attached to legal tender and that does not have the legal status of money, but that is accepted by natural or legal persons as a medium of exchange and that can be transferred, stored or exchanged electronically.

- For the purposes of this definition, a "token" is any intangible asset representing, in digital form, one or more rights that can be issued, recorded, stored or transferred by means of a shared electronic recording device that allows for direct or indirect identification of the owner of the asset.
- Exchange Platform: means the online Digital Asset exchange platform called "Exchange", developed, made available, maintained, updated, operated and administered by a third party, accessible via the Site, with the latter being operated by Levelling Up.
- External wallet: means an application (or wallet), made available by a third party to Levelling Up and/or third party, within which Digital Assets are held, and over which neither Levelling Up nor the third party has any visibility or control.
- Fiat currency: means a legal tender managed by a Central bank and controlled by a State. If not specified, this currency is United States Dollars.
- Identifiers: means the combination of a personal identifier and password allowing access to the User's Personal Space and the use of the Services within the limits of the rights granted to the User.
- Intervention Fees: means an amount in Fiat currency or Digital Assets owed by the User to Levelling Up (unless otherwise specified in these L.UP that such Fees are owed to a third party) (i) in respect of a particular intervention by Levelling Up such as the handling of an erroneous or incomplete Order or a failed Transaction by the User, or (ii) in respect of any intervention by Levelling Up required or requested by a User and that is related, in whole or in part, directly or indirectly, to an error by the User, for example, in the use of the Services, or to the User's failure to abide by these L.UP, or alternatively, (iii) for any other reason indicated in the L.UP. The amount of the Intervention Fees corresponds to a percentage of the amount of an Order or a Transaction or to a fixed amount, depending on the situation.
- Maximum Limits: means the maximum quantity of Digital Assets, or the corresponding value in Fiat currency equivalents where applicable, required to complete a Transaction. The Maximum Limits notably refer to the maximum quantity that may be purchased, sold, exchanged, withdrawn or deposited by the User as part of a Purchase, Sale, Exchange, Withdrawal or Deposit Transaction.
- Minimum Limits: means the minimum quantity of Digital Assets, or the corresponding value in Fiat currency equivalents where applicable, required to complete a Transaction. The Minimum Limits notably refer to the minimum quantity that must be bought, sold, exchanged, withdrawn or deposited by the User in order to be able to perform a Purchase, Sale, Exchange, Withdrawal or Deposit Transaction.
- Order Book: means the table managed by a third party that summarises, at a moment T, the state of supply and demand for each Digital Asset

offered on the Exchange Platform. Orders awaiting execution are listed in the Order Book. As soon as an Order matches another Order (i.e. matching bid and ask), it is executed and leaves the Order Book.

- Personal Space: means the User's personal space (or account) on the Site, accessible by the User via the Site using her/his Identifiers. The User Personal Spaces are an integral part of the Site.
- Price (of a Digital Asset): means the value of a Digital Asset A, expressed in United States Dollars, in another Fiat currency or in the value of another Digital Asset B, as determined by a third party based on the supply and demand of its own users (i.e. of its Order Book) and more generally according to supply and demand on all Digital Asset exchange platforms (cf. on the Digital Asset "market"), and updated in near real time. As such, by default, Levelling Up cannot state in advance the Price of a Digital Asset or guarantee the future Price of a Digital Asset or the stability of that Price over time. The Price of a Digital Asset at a moment T is indicated on the Site, but this indication does not prejudge the Price of the said Digital Asset upon the performance of a Transaction.
- Services: means all of the services proposed to the Users via the Site, and such as defined in the article "Description of the Services". The Services are an integral part of the Site.
- Transaction: means any transaction performed at the User's request via her/his Personal Space and involving Digital Assets. Amongst these Transactions, the following must be distinguished:
 - Purchase Transaction (or Purchase): means the Transaction whereby the User exchanges a defined amount of Fiat currency for a quantity of Digital Assets. The Purchase Transaction is operated by a third party platform independent of Levelling Up, edited by a third party and the User contracts directly with a third party for the provision of Purchase Transactions.
 - Sale Transaction (or Sale): means the Transaction whereby the User exchanges a defined amount of Digital Assets for a defined amount of Fiat currency. The Sale Transaction is operated by a third party platform independent of Levelling Up, edited by a third party and the User contracts directly with a third party for the provision of Sale Transactions.
 - Exchange Transaction (or Exchange): means the "spot exchange" / "spot trading" Transaction whereby the User exchanges a defined quantity of Digital Assets for other Digital Assets. The Exchange Transaction is operated by the Exchange Platform, developed, made available, maintained, updated, operated and administered by a third party.
 - Deposit Transaction (or Deposit): means the Transaction whereby the User transfers Digital Assets into a Wallet from another Wallet or from an External wallet.

- Withdrawal Transaction (or Withdrawal): means the Transaction whereby the User transfers Digital Assets held in one Wallet to another Wallet or to an External wallet.
- Transaction Fees: means an amount in Fiat currency or Digital Assets owed by the User to Levelling Up (unless otherwise specified in these L.UP that such Fees are owed to a third party) for the provision of a Transaction Service. These Transaction Fees vary according to the nature of the Transaction, its amount, and the type of Digital Asset. Transaction Fees include fees on Purchase Transactions, Sale Transactions, Exchange Transactions, as well as Deposit Fees and Withdrawal Fees.
- Wallet: means an application (or wallet) accessible by the User within her/his Personal Space, made available by the Exchange Platform and the Custody of which is ensured by the latter, within which Digital Assets are held and from which the User can perform Transactions on the Digital Assets that s/he holds. The User has as many Wallets as the types of Digital Assets that s/he holds (cf. one Wallet per type of Digital Assets).
- Withdrawal Fees / Deposit Fees: means an amount in Digital Assets owed by the User to Levelling Up (unless otherwise specified in these L.UP that such Fees are owed to a third party) for a Transfer Transaction, namely a Withdrawal / Deposit of Digital Assets from / to a Wallet due to the costs associated with such registration on the relevant Blockchain (cf. costs associated with the validation, by the relevant Blockchain computer systems, of the transfer transaction, i.e. Withdrawal or Deposit, of Digital Assets).

2. Subject

Levelling Up has developed the Site in order to present the Services that it offers and notably to make available to the Users, via its interface, the third party exchange platform for Digital Assets, called Exchange Platform.

The Site is also intended to provide Users with information in order to discover the activity of Levelling Up, its news (events, publications, ...) and tutorials to guide them in their use of the Site. It also proposes features and/or information that enable the Users to contact Levelling Up.

These L.UP are intended to define the Site access conditions, as well as the conditions of its use and of the online content offered therein, as well as of its features. These L.UP are also intended to govern the delivery of Services to the User in return for the User's compliance with the obligations and guarantees stipulated in these L.UP.

It is specified that these L.UP are the only contractual documents enforceable against Levelling Up, thereby excluding any other document (prospectus, summary information document, video supports, presentation of Services, information on the Digital Assets, etc.) that are only for information and non-contractual purposes, and to the exclusion of all other possible conditions of

service, sale or purchase of the User that can in no way be enforceable against Levelling Up.

3. Terms of acceptance and enforceability of the L.UP

Any User accessing the Site is required to read and is bound by these L.UP, that can be accessed and downloaded via the "General Terms and Conditions" section on all pages of the Site, and must respect the terms thereof.

The L.UP and the content of these sections can also be communicated by the company by e-mail or by ordinary mail (hard copy) upon request by the User to info@earn.games.

These L.UP are formally accepted by the User when creating her/his Personal Space. The User will also receive a copy by e-mail at the e-mail address s/he provided when creating her/his Personal Space.

Levelling Up reserves the right to adapt or modify these L.UP at any time, without notice. Any new version posted online will supersede any previous version, notably printed or saved in digital or paper format by the User. The User is therefore required to review and read these L.UP on a regular basis. The applicable version of the L.UP is the one accessible online while the User is visiting and using the Site.

In any case, the User with a Personal Space will be informed of the entry into force of new L.UP by e-mail sent to the e-mail address s/he provided when creating her/his Personal Space, and will be invited to read them. Performing Transactions and/or connecting to the Personal Space and/or using the Site and/or the Services (even if only a simple consultation) is deemed acceptance of the L.UP in effect. Therefore, for each Transaction performed or Service used, the L.UP in effect on the completion date of the said Transaction or use of the said Service are applicable to the User. The User should save the L.UP in effect on the day of the use of each Service and/or of the completion of each Transaction, notwithstanding the archiving rules implemented by Levelling Up. The User who does not wish to accept the new L.UP can reject them and delete her/his Personal Space, in accordance with the conditions indicated below.

The User declares and acknowledges that s/he is at least 18 years old and has full legal capacity to enter into commitments under these L.UP.

These L.UP have no expiry date.

The User acknowledges her/his awareness of the nature, purpose and characteristics of the Site and Services, as well as of the prerequisites for their use, notably the conditions relating to the creation of a Personal Space. S/he acknowledges having requested and obtained all necessary information, notably with regard to the quantitative and qualitative characteristics of the Services, enabling her/him to assess the suitability of the Services for her/his needs and to enter into the L.UP with full knowledge of the facts. The User is solely responsible for the choice to use the Site and the Services, as well as to perform Transactions, and Levelling Up has no liability therefor and cannot be pursued in any way in this respect.

Moreover, the User is aware that the provision of the Services may be subject to acceptance by the User of the terms and conditions of one or more third parties, insofar as the User is required to contract directly with these third party entities.

4. Description of the Services

4.1. Services accessible without creating a Personal Space

The home page <https://www.earn.games> and certain pages of the Site can be accessed by all Internet users. These pages are intended to provide Users with information about the activities of Levelling Up, its news (events, publications, ...) and tutorials intended to guide them in their use of the Site and the Services. The Site also proposes features and/or information that enable Users to contact Levelling Up.

However, certain pages of the Site and certain Services are only accessible to Users who have previously created a Personal Space.

4.2. Services requiring the creation of a Personal Space

The benefit and use of the Services described below require the creation of a Personal Space by the User, notably in accordance with the provisions of the article "Creation of a Personal Space" of these L.UP.

4.2.1 Access to and use of a Personal Space

When accessing the Site and after having created a Personal Space in accordance with the provisions of the article "Creation of a Personal Space", the User has access to the said Personal Space.

The Personal Space allows (i) the updating of part of the User's information, (ii) the use of the Services accessible subject to the creation of a Personal Space and (iii) secure access to the User's personal home page, to the market interface (i.e. the Order Book interface), the interface for viewing the User's Wallets, as well as the history of the User's Transactions and the volume of Exchanges performed by the User in Bitcoin equivalents over one or more given periods.

4.2.2 Access to and use of Wallets

Users with a Personal Space have Wallets (cf. one Wallet per type of Digital Asset held) from which they can perform Transactions using Digital Assets. Each Wallet indicates the value of the Digital Asset held by the User in that Wallet, and the corresponding value in Fiat currency based on the Price of that Digital Asset at a given moment T.

Each Wallet has an assigned address, represented by a sequence of alphanumeric characters, or even special characters, generated from the calculation of a public key and a private key. Each unique address is automatically generated, without time limit, upon creation of the Wallet. It is

intended to allow the storage and transfer to/from a Digital Asset Wallet (in the same way that an e-mail address must be created in order to send or receive an e-mail message). The public key of the address (or Wallet), hereinafter referred to as the "Address", is visible to all users, while the private key is confidential and must never be disclosed.

In this regard, it is specified that the User can know the public key associated with each of her/his Wallets via the Personal Space for the purpose of performing certain Transactions. However, the User formally acknowledges having no access to the private key of her/his Wallets, and therefore has no "direct" access to her/his Wallets (and therefore to her/his Digital Assets). Therefore, s/he formally waives the benefit of such access insofar as s/he entrusts the security and management thereof to the Exchange Platform, and thus to the third party cloud, in connection with the Custody Service provided by the latter and from which s/he benefits (cf. the description of this Custody Service below in the article "Benefit of the Custody Service").

The User's attention is drawn to the fact that each type of Digital Asset held corresponds to a Wallet and therefore to an Address. With some exceptions, a Wallet can only receive or store the type of Digital Asset that corresponds to it. Consequently, depending on the Transactions performed by a User, the fact that the latter makes a mistake in the Address of the relevant Wallet, or uses or communicates an incorrect Wallet Address or a wrong Address (for example an existing Address but corresponding to a type of Digital Asset different from the type of Digital Asset actually concerned by the Transaction) exposes the User to the loss of the Digital Assets concerned by the Transaction in question, without the possibility for Levelling Up to solve this problem, for which Levelling Up can in no way be held liable.

The User is informed that while most types of Digital Assets are accepted on the Site, some may not be. The list of Digital Assets accepted on the Site is available in the "Rates" section and may change at any time. It is the User's responsibility to regularly review it.

For the avoidance of doubt, Levelling Up Services is not licensed or regulated by the BVI financial services regulator (the "Financial Services Commission") and will not accept or offer any Digital Assets which would require it to be regulated or otherwise licensed by the Commission until such time as such registration or licence is granted.

4.2.3 Benefit of the Custody Service

The Exchange Platform, and therefore the third party, provides a Custody Service for the Digital Assets held in the User's Wallets and the related private/public keys. The User expressly acknowledges and accepts that the Custody Service is provided by a third party and not by Levelling Up. Unless otherwise stipulated:

- the creation of a Personal Space and Wallets within this Personal Space automatically implies the User's benefit of the Custody Service;

- no charge for the Custody Service is levied by Levelling Up or the third party.

This Custody Service is similar to a position-keeping service for each of the User's Wallets, and is intended to enable the User to consult her/his Wallets and notably the quantity and value of the Digital Assets held in each Wallet.

Levelling Up cannot be held liable for the User's inability to access her/his Digital Assets, in accordance with the article "Availability of the Site and Services" hereof. In the same way, Levelling Up cannot be held liable for the consequences resulting from unavailability, malfunction or hacking of the Exchange Platform, from logical or physical damage to the security of User's IT, telephone or electronic communications systems, hardware, software or networks, from an action, omission, error or negligence attributable to the User or resulting from the User's non-compliance with these L.UP. In any case, and notably insofar as this Service is not provided by Levelling Up but rather by the third party, Levelling Up cannot be held liable for any consequence involving the Custody that does not result exclusively and directly from a malfunction of the systems specific to Levelling Up and over which the latter has control.

The Digital Assets held in Custody may, at any time, be the subject of Sale, Exchange or Withdrawal Transactions under the conditions indicated in these L.UP (notably, provided that these Transactions are offered for the Digital Assets concerned, i.e. held in the User's Wallets).

4.2.4 Performance of Transactions

4.2.4.1 Access to a service operated by a third party partner and enabling the completion of Purchase (cf. purchase of Digital Assets using Fiat currency, also commonly referred to as a "fiat/crypto exchange") or Sale (cf. sale of Digital Assets for Fiat currency, also commonly referred to as "crypto/ fiat exchange") Transactions

From her/his Personal Space, the User may access a third party platform enabling her/him to perform Purchase Transactions on various Digital Assets in order to add to her/his Wallet(s). As a reminder, a Purchase Transaction is a transaction involving the User's possible exchange of a defined amount of Fiat currency for a quantity of Digital Assets. The Purchase Transaction is undertaken by a third party platform, independent of Levelling Up, edited by a third party. As a preliminary point, it is specified that insofar as the Purchase Transactions that can be performed from the Personal Space via a third party are intended to be added to the User's Wallet(s), only the types of Digital Assets offered on the Site in the "Rates" section can be purchased for this purpose.

S/he may also access a third party platform that enables Sale Transactions involving various Digital Assets held in her/his Wallet(s). As a reminder, a Sale Transaction is a transaction in which the User exchanges a defined quantity of Digital Assets for a defined amount of Fiat currency. The Sale Transaction is

undertaken by a third party platform, independent of Levelling Up, edited by a third party.

The Service supplied by Levelling Up to the User under this article 4.2.4.1 is therefore only a service that enables the latter to access a third party platform in order to perform Purchase and Sale Transactions therein, but not a service of Purchase and Sale Transactions as such.

Also, when the User wishes to perform a Purchase or Sale Transaction, s/he is redirected towards a third party platform that is made available and administered by the latter, a third party and independent of Levelling Up. The User formally acknowledges that these Transactions are not performed by Levelling Up, that have no visibility or control over these Transactions.

The Purchase and Sale Transactions are subject to the a third party general conditions of use, that can be accessed at the following url address third party payments, and in any event, in principle on the a third party website.

The usable Fiat currencies and payment instruments are the ones proposed by a third party at the discretion of the latter, and Levelling Up is not liable and cannot be held responsible for the refusal by a third party to offer certain Fiat currencies or payment instruments for the performance of Sale or Purchase Transactions.

The User wishing to perform a Purchase or Sale Transaction will be redirected to the a third party platform, and must first:

- verify that the service proposed by the latter corresponds to her/his needs (notably with regard to the type and functioning of the proposed services, the types of Digital Assets that can be the subject of a Purchase or Sale Transaction, the payment instruments accepted by a third party, the contractual terms of the proposed services, the exchange rates and the amount of commissions associated with the services, etc., that are exclusively determined by a third party and over which neither Levelling Up nor the third party have any control), for which s/he guarantees Levelling Up; and
- accept the a third party general conditions of use;
- communicate to a third party, in addition to the other information required by it, notably in the general conditions of use of its services:
 - in case of a Purchase Transaction, the Address of the Wallet into which the User wishes to deposit the purchased Digital Assets;
 - in case of a Sale Transaction, the Address of the Wallet from which the User wishes to remove her/his Digital Assets that are being sold.

Levelling Up does not intervene at any time and in any capacity whatsoever in any of the interaction of a User with a third party, and therefore is not and cannot be considered as party to any such interactions or transactions, either in the realisation and execution of these Purchase or Sale Transactions nor in the relations between the User and a third party; Levelling Up can in no way bear any responsibility in this respect. In general, Levelling Up assumes no responsibility for any loss, damage or harm that could be caused to the User as

a result, in whole or in part, directly or indirectly, (i) of the realisation by the User of a Purchase or Sale Transaction, (ii) of the impossibility to perform a Purchase or Sale Transaction for any reason whatsoever (e.g.: unsuccessful payment), and more generally (iii) of the use by the User of the services offered by a third party.

Once the Purchase or Sale Transaction has been completed by a third party, the deposit/withdrawal of Digital Assets to/from the relevant Wallet(s) is performed in accordance with the instructions given by a third party, after a reasonable processing and management interval, while specifying that Levelling Up cannot be held responsible for:

- any error made by the User, for example, when providing a third party with the Address of the Wallet involved in the Purchase or Sale Transaction (e.g.: Incorrect Address or Address that corresponds to a type of Digital Asset different from the type of Digital Asset involved in the Transaction), with the User recognising that such an error, notably as part of a Purchase Transaction, can involve the loss of the purchased Digital Assets, without the possibility for Levelling Up to solve this problem and without possibility for the User to pursue the responsibility of Levelling Up for this reason;
- the Purchase by the User of a type of Digital Asset not accepted on the Site, with the User recognising that s/he then exposes her/himself to the loss of the purchased Digital Assets, without the possibility for the User to pursue the responsibility of Levelling Up in this regard.

In case of a possible intervention by Levelling Up in an effort to recover the said Digital Assets, and in general in case of an intervention requested from Levelling Up by the User in this regard, Intervention Fees will be owed by the User to Levelling Up in accordance with the provisions of the article "Financial conditions", whether or not the intervention has served to fulfil the User's request.

Levelling Up can in no way be held responsible for the consequences:

- in the context of a Purchase Transaction, of any delay in sending the purchased Digital Assets to the User's Wallet or any delay in the receipt of the said Digital Assets in the said Wallet;
- in the context of a Sale Transaction, of any delay in sending the funds (cf. Fiat currency) to the User's bank account or any delay in the receipt of the said funds in this bank account.

The User's attention is drawn to the fact that not all Digital Assets and all Fiat currencies are eligible for such Transactions via a third party platform, and that such eligibility, that may fluctuate, depends solely on a third party and not on Levelling Up. This implies that the User:

- may not necessarily perform Purchase Transactions using the Fiat currencies at her/his disposal;
- may not necessarily be able to purchase all types of Digital Assets that s/he would like to obtain in exchange for a Fiat currency;
- may not necessarily be able to sell all types of Digital Assets that s/he holds in her/his Wallets;

- may not necessarily conduct Sale Transactions in exchange for the Fiat currencies that s/he would like to obtain in exchange for her/his Digital Assets.

Similarly, a third party may impose Minimum or Maximum Limits, or Ceilings, on Purchase or Sale Transactions, that in certain cases may therefore prevent the User from performing certain Transactions.

The User formally accepts these risks and recognises that Levelling Up cannot be held responsible in this regard, notably should the User not be able to carry out a Transaction of Sale of some of these Digital Assets, for example because of the refusal by a third party of some Digital Assets or of Minimum Limits that could be set by the latter (cf. so-called "liquidity" risks).

The User's attention is also drawn to the fact that Purchase and Sale Transactions are subject to an exchange rate and to charges or commissions fixed exclusively by a third party, meaning that:

- in case of a Purchase Transaction, the value of the Digital Assets actually transferred and deposited in the User's Wallet is necessarily less than the equivalent in Fiat currency actually paid by the User to a third party;
- in case of a Sale Transaction, the Fiat currency amount obtained by the User from a third party is necessarily less than the equivalent in Digital Assets actually withdrawn from her/his Wallet;

which the User formally accepts, while specifying that it is up to the User to review the financial conditions of Purchase and Sale proposed by a third party before proceeding with such a Transaction and that s/he recognises that Levelling Up bears no responsibility whatsoever in this regard.

Finally, the User undertakes not to attempt to perform a Sale Transaction involving a value of Digital Assets greater than that which s/he actually holds in the Wallet concerned by the Sale.

4.2.4.2 Exchange Transactions (cf. also commonly referred to as "crypto/crypto exchanges")

The User may perform Exchange Transactions involving different Digital Assets as offered on the Site, under the conditions indicated in these L.UP. These Exchange Transactions are undertaken by the Exchange Platform and require the User to have at least one Wallet already funded with Digital Assets, by means of either a prior Purchase or Deposit Transaction.

The following steps apply to completion of an Exchange Transaction:

- issuing by the User of an offer to buy or sell (hereinafter referred to as an "Order"). This Order must be expressed as a quantity of a type of Digital Asset that s/he wishes to offer for exchange (cf. "sell") and a quantity of a Digital Asset that s/he wishes to obtain in exchange (cf. "buy"). The Price of the Digital Assets concerned by the Exchange Transaction as well as the associated Exchange Transaction Fees are displayed to the User before validation of the Order, being specified that the Exchange Transaction Fees depend on various criteria specified in the "Rates" section such as the capacity of Taker / Maker, the volume of activity or exchange in Bitcoins

equivalent over a given period or the type of Digital Asset concerned by the Transaction;

- update of the User's Personal Space and Wallet to include the Order in the process of being executed;
- inclusion of the Order in the process of being executed in the Order Book of the Exchange Platform;
- if a pending Order matches, in whole or in part, the Order of another user of the Exchange Platform (whether a User or not), an Exchange Transaction will be executed;
- update of the User's Personal Space and Wallet to include the total or partial performance of the Order.

A User may only offer for exchange the types of Digital Assets present in his/her Wallets (provided that such Digital Assets are accepted on the Site), and only up to the limit, for each type of Digital Asset, of the value of the said Digital Asset held in the relevant Wallet.

The User has several options regarding the Order that s/he wishes to issue:

- the User may opt to place a "Maker" Order, i.e. for a so-called "limit" value. In this case, the User her/himself sets, for a given type of Digital Assets to be exchanged for another type of Digital Assets, the quantity and Price per unit that s/he wishes to offer for exchange (cf. "sell") or to obtain in exchange (cf. "buy") as soon as the limit set by her/him has been reached by the market (as long as the so-called "limit" value has not been reached, the Order cannot be executed and may even never be executed if the so-called "limit" value set by the User is not within "reasonable" or "consistent" limits with regard to the market). The User is informed that the "Maker" option is particularly aimed at Users accustomed to such Transactions;
- the User may opt to place a "Taker" order, i.e. at the so-called "market" value. In this case, the User selects the type of Digital Asset that s/he wishes to offer for exchange (cf. "sell") and the amount that s/he wishes to exchange as well as the type of Digital Asset that s/he wishes to obtain in exchange (cf. "buy"). This exchange will be performed at the Price set by the market, i.e. set at a given moment T according to the free play of supply and demand, subject to sufficient liquidity, i.e. subject to there being sufficient offers to buy and/or sell in the Order Book for the purposes of executing the User's Order (if there are few offers to buy and/or sell, no Order can be executed for lack of sufficient offers in the Order Book in order to perform it). The User wishing to perform a "Taker" Exchange Transaction is informed that, given the particularly high volatility of Digital Assets, their Price may vary at any time. Also, the User accepts that the Price displayed to the User while placing the Order can be different from the one actually applied at the time of the Order execution, insofar as this Price depends on the market (cf. explanations above).

A partially executed Order remains in progress until it is fully executed or cancelled in accordance with the conditions indicated below.

An Order can only be cancelled by the User while it is still in progress/pending (i.e. before it is matched with another user's Order). Once an Order has been executed, it cannot be modified, revoked or cancelled. Any non-executed portion of an Order (i.e. in progress/pending) may be cancelled provided that the Order has not been matched with the Order of another user.

If the User does not have a sufficient quantity of Digital Assets in her/his Wallet for the execution of an Order issued by her/him, the entire Order will be cancelled or only partly executed in view of the Digital Assets actually present in the User's Wallet, and Intervention Fees will be levied / invoiced to the User in accordance with the provisions anticipated in the article "Financial conditions". In all cases, the Fees related to the Exchange Transaction will be deducted in accordance with the conditions indicated in the "Financial conditions" article of these L.UP.

The history of Exchanges made by the User is available in her/his Personal Space after a reasonable period of time for processing and management.

The User's attention is drawn to the fact that:

- in the absence of sufficient offers on the market / in the Order Book, it is possible that some Orders may not be executed;
- Exchange Transactions may be subject to Minimum or Maximum Limits, or Ceilings, that in some cases may therefore prevent the User from performing certain Transactions.

The User formally accepts these risks and recognises that Levelling Up cannot be held responsible as such.

4.2.4.3 Digital Asset Deposit Transactions

The User may perform Deposit Transactions in her/his Digital Asset Wallet(s) provided that the Digital Assets in question are accepted on the Site and under the conditions indicated in these L.UP.

Barring exception, the Deposit of Digital Assets in the User's Wallet is not subject to any fees levied by Levelling Up through the Exchange Platform, but while specifying that the User or any other person initiating the transfer of the Digital Assets towards her/his Wallet will have to pay the costs associated with the registration of the aforementioned transfer on the Blockchain in question.

The User undertakes to receive in her/his Wallet, via a Deposit Transaction, only Digital Assets acquired by her/him by legal means, of which s/he is the full owner and of which s/he has full disposal, and that are not the result of fraudulent or illicit activity (e.g. money laundering, financing of terrorism or illicit or illegal activities, etc.). In any case, Levelling Up will not be responsible for the User's actions in connection with the deposited Digital Assets, notably concerning the methods for obtaining or using the said Digital Assets by the User.

The User wishing to make a Deposit Transaction in a Wallet must use the Address of the Wallet in question, that s/he will find in her/his Personal Space. Levelling Up cannot be held responsible for:

- an error made by the User, for example, in the communication or use of the Wallet Address to be used for the execution of the Transaction (e.g.:

- Wrong address or Address corresponding to a type of Digital Asset different from the type of Digital Asset concerned by the Transaction), with the User recognising that such an error can involve the loss of the Digital Assets included in the Deposit Transaction, without possibility for Levelling Up to solve this problem and without possibility for the User to hold Levelling Up responsible/liable in this regard;
- Deposit by the User of a type of Digital Asset not accepted on the Site, with the User recognising that s/he then exposes her/himself to the loss of the Digital Assets included in the Deposit Transaction, without possibility for the User to hold Levelling Up responsible/liable in this regard.

In case of a possible intervention by Levelling Up in an effort to recover the said Digital Assets, and in general in case of an intervention requested from Levelling Up by the User in this regard, Intervention Fees will be owed by the User in accordance with the provisions of the article "Financial Conditions", whether or not the intervention has served to fulfil the User's request.

Moreover, Deposit Transactions can be subject to Minimum or Maximum Limits, or to Ceilings, that in some cases can therefore prevent the User from undertaking certain Transactions, which the latter accepts, while the responsibility of Levelling Up can in no way be pursued for this reason.

Levelling Up cannot be held responsible for any delay with regard to the transfer of the Digital Assets to the User's Wallet or the receipt of the said Digital Assets in this Wallet.

On receipt of the Digital Assets transferred to a User's Wallet, this transfer may be temporarily or permanently blocked, notably in case of suspicion of fraudulent or illicit activities, and the communications of additional information or documents may be requested before validation of the Deposit Transaction (example: nature of the Wallet or External wallet from which the transfer was made, name of the person or entity owning the Wallet or External wallet from which the transfer was made, etc.). In any event, the User authorises Levelling Up to perform the necessary investigations and verifications directly or through a third party in order to notably make sure of the identity of the User or person initiating the Deposit and more generally for the purposes of prevention and the efforts to combat illicit or fraudulent activities. In this situation, the Intervention Fees will be levied / invoiced to the User in accordance with the provisions of the article "Financial conditions".

Once the Deposit Transaction is validated, the deposited Digital Assets will be added to the User's Wallet after a reasonable period for processing and management.

4.2.4.4 Digital Asset Withdrawal Transactions

The User may perform Withdrawal Transactions of Digital Assets held in her/his Wallet(s) and under the conditions indicated in these L.UP.

In order to make a Withdrawal Transaction, the User must indicate the type of Digital Asset that s/he wishes to withdraw, the Address of the Wallet or External wallet to which the withdrawn Digital Assets will be transferred and the amount

of the Withdrawal, i.e. the quantity of the said Digital Asset that the User wishes to withdraw in order to transfer to a Wallet or External wallet.

Each Withdrawal Transaction will incur a Withdrawal Fee in order to cover the transaction costs associated with the transfer of the Digital Assets out of the Wallet, as indicated in the article "Financial conditions" of these L.UP. These Withdrawal Fees result from the cost of validating transactions on the relevant Blockchain, that can fluctuate greatly depending on various parameters (e.g. due to network congestion). The User must pay the applicable Withdrawal Fee prior to any Withdrawal Transaction.

The amount actually transferred to the relevant Wallet or External wallet corresponds to the Withdrawal amount indicated by the User (cf. amount withdrawn from the User's Wallet) less the Withdrawal Fee.

The User may not withdraw an amount greater than the quantity of Digital Assets in the Wallet concerned by the Withdrawal. Moreover, any attempt to do so is prohibited.

Moreover, Withdrawal Transactions can be subject to Minimum or Maximum Limits, or to Ceilings, that in some cases can therefore prevent the User from undertaking certain Transactions, which the latter accepts, while the responsibility of Levelling Up can in no way be pursued in this regard.

A Withdrawal transaction may be temporarily or definitively blocked, notably in case of suspected fraudulent or illicit activities, as well as to ask for the communication of additional information or documents before validating the aforementioned Transaction (example: nature of the Wallet or External wallet into which the transfer is made, name of the person or entity owning the Wallet or External wallet into which the transfer is made, etc.). In any event, the User authorises Levelling Up to perform the necessary investigations and verifications directly or through a third party in order to notably make sure of the identity of the User or person initiating the Withdrawal or intended to benefit from a Withdrawal, and more generally for the purposes of prevention and the efforts to combat illicit or fraudulent activities. In this situation, Intervention Fees will be levied / invoiced to the User in accordance with the provisions of the article "Financial conditions".

Furthermore, a pending Withdrawal Transaction can only be cancelled by the User as long as s/he has not validated the Withdrawal, i.e. as long as s/he has not transferred the Digital Assets in question to an External wallet. The User must validate the Withdrawal within the period indicated on the Withdrawal page, failing which the Withdrawal will be cancelled. Any subsequent Withdrawal attempts will be subject to a new Withdrawal Fee. Indeed, in case of cancellation of the Withdrawal Transaction for any reason whatsoever, the User is informed that the Withdrawal Fees applicable to the said Withdrawal are in no way guaranteed and are subject to change without delay.

Any Withdrawal Transaction not validated within the time limit indicated by the Site cannot be effectively performed and will therefore be cancelled in its entirety. Any error (e.g.: incorrect Address of the Wallet or External wallet into which the User wishes to transfer the withdrawn Digital Assets or Address

corresponding to a different type of Digital Asset than the type of Digital Asset concerned by the Transaction) or any failure to comply with the instructions communicated, notably within these L.UP or on the Site (e.g.: Withdrawal amount greater than the quantity of the said Digital Assets present in the Wallet from which the Withdrawal is to be made, Withdrawal amount not complying with the Minimum Limits, the Maximum Limits or a Ceiling, etc.) is likely to result in the cancellation of the Transaction and in Intervention Fees that will be levied / invoiced to the User in accordance with the provisions indicated in the article "Financial conditions".

The User will be solely responsible for correctly providing (i) the Address of the Wallet or External wallet into which s/he wishes to transfer the withdrawn Digital Assets and with (ii) the choice of the correct Blockchain to proceed with the said withdrawal.

Levelling Up cannot be held liable for an error possibly committed by the User for example with regard to the communication or use of the Address of the Wallet having to be used for the completion of the Transaction (e.g.: Wrong address or Address that corresponds to a type of Digital Asset different from the type of Digital Asset concerned by the Transaction), with the User recognising that such an error can involve the loss of the Digital Assets included in the Withdrawal Transaction, without possibility for Levelling Up to solve this problem and without possibility for the User to pursue the responsibility of Levelling Up for this reason.

In case of a possible intervention by Levelling Up in an effort to recover the said Digital Assets, and in general in case of an intervention requested from Levelling Up by the User in this regard, Intervention Fees will be owed by the User to Levelling Up in accordance with the provisions of the article "Financial conditions", whether or not the intervention has served to fulfil the User's request.

Upon the User's validation of the Withdrawal, the quantity of Digital Assets corresponding to the Withdrawal amount is immediately withdrawn from the User's Wallet and this amount, after deduction of the Withdrawal Fee, is transferred to the Wallet or External wallet for which the Address has been provided by the User, within a reasonable processing and management time that does not depend on Levelling Up but on the operation of the relevant Blockchain (e.g.: network congestion, applicable verification measures,...). Levelling Up cannot be held responsible for any delay in the transfer of Digital Assets to the relevant Wallet or External wallet or for any delay in the receipt of the said Digital Assets in the said Wallet or External wallet. Once the Withdrawal has been validated by the User and the Withdrawal amount has been withdrawn from the User's Wallet, the Withdrawal is considered to be effectively completed.

The history of Withdrawals made by the User is available on her/his Personal Space after a reasonable processing and management period

4.2.5 Creation of an API

From her/his Personal Space and through the Exchange Platform, the User can create an API in order to allow sites or applications, notably from third parties (such as aggregators, remote control solutions or operation automation solutions, whether or not the said sites or applications are referenced on the Site) or developed by Levelling Up, to access in real time her/his Personal Space and certain Services, based on the choices of parameters made by the User when creating her/his API (e.g.: access in read-only or consultation mode, write access, access to one Service or another, or to a given feature of a Service, etc.). The creation of an API involves the creation of API Keys that the User must provide to the site or the application (of a third party or, if so, developed by Levelling Up) to which s/he wishes to grant access to her/his Personal Space and to certain Services. These API Keys will ensure the identification and authentication of the request made by the said sites or applications to access the Personal Space and therefore the Services, and must therefore be included in the requests made by the said sites or applications for such access.

API Keys are generated by the Exchange Platform if the User requests the creation of an API.

The User is solely responsible for preserving the confidentiality of her/his API Keys, that are strictly personal to her/him, and undertakes to take all necessary measures to ensure this complete confidentiality. The use of the User's API Keys for connection and access to her/his Personal Space and the Services and to perform any actions or operations (including the Transactions) shall lead to, between the Parties, the attribution to the User (i) of the accesses, actions and operations performed, (ii) of any use of the Site and the Services performed by means of the said API Keys and (iii) of any fact or any act related thereto.

The User is also informed that the connection to her/his Personal Space or to the Services by means of her/his API Keys constitutes, between the Parties, proof of identification and authentication of the User. Connection via the API to the Personal Space, to the Exchange Platform and, more generally, to the Services, as well as the performed actions and operations in such way (e.g.: use of the Services, performance of Transactions, etc.) are deemed to have been performed by the User as if s/he had logged on using her/his Identifiers.

In case of loss or theft of her/his API Keys, or in case of unauthorised access to her/his API, the User will immediately inform Levelling Up by e-mail at the following address: contac@earn.games and will follow the instructions that will be communicated to her/him by the company in order to delete her/his API Keys and/or lock the access to her/his API, or even delete the said API. Levelling Up cannot be held liable in the absence of information provided to it by the User or in case of the User's failure to follow the instructions that will be communicated to her/him.

Moreover, when creating an API, the User is required to define the rights granted to the said API, and notably to define whether s/he grants the following to the API:

- read-only rights, in order to allow the simple viewing of the User's Personal Space and of the Wallets and Digital Assets held by the User;
- read-write rights, in order to enable the use of certain Services and the performance of certain Transactions, depending on the configuration and settings chosen by the User;
- specific rights limited to a given Service, a given functionality, a given Transaction, etc.

The User is solely responsible for the choice to create an API, for the choices made when setting the API's parameters, and notably for the choices made relative to the rights granted via this API to the sites or applications of third parties or developed by Levelling Up, as well as for the choice to resort to the aforementioned sites or applications (and for the choice of the aforementioned sites and applications) and to provide them with her/his API Keys, and for the accesses, actions, operations, of any Use of the Site and the Services, and for any fact or act related to it performed via the API, so that the responsibility of Levelling Up can in no case be pursued in this regard, whether the aforementioned sites or applications are referenced on the Site or not.

It is further specified that the third party sites or applications referenced on the Site constitute solutions proposed by third party entities to Levelling Up and independent of the latter. Also, when the User decides to use such a site or application, and to provide it with access to her/his Personal Space and to some Services by means of an API, Levelling Up is not party to the relationship between the User and the aforementioned third party entities, and can in no way be held responsible in this regard. The User is required to accept and comply with the contractual conditions of the said third party entities (notably their general terms of use and their financial terms, while specifying that the use of the services, sites, applications, etc. offered by these third party entities may be subject to a charge for the User, pursuant to the conditions defined by these entities and under their sole responsibility). Levelling Up is not the agent or franchise holder of the aforementioned third party entities.

In case of referencing of a third party site or application on the Site, Levelling Up limits itself to bringing the Users into contact with the said site or the said application, and is likely to be remunerated for this reason from the said third entities.

4.2.6 Copy trading Service

From her/his Personal Space, the User can choose to use copy trading features, i.e. choose to:

- become a "trader" User in order to allow other Users (cf. the followers) to copy, automatically and via an API, her/his trading strategy on the Site;
- become a "follower" User in order to be able to copy, automatically and via an API, the trading strategy of another User on the Site (cf. a trader).

The use of the copy trading Service, whether as a trader or follower, implies the creation of an API and API Keys, under the conditions detailed in the article

"Creation of an API" above. The User must ensure that s/he grants all read-write rights to the said API, in order to allow the use of the copy trading Service and the effective execution of Transactions, while specifying that, failing this, the copy of the trader's trading strategy may not be technically feasible or at least may be distorted due to the technical blocking of certain transactions. Users wishing to use the copy trading Service must include the API Keys created for this purpose in the "copy trading" section of their Personal Space. The User may only link the "copy trading" section of her/his Personal Space to one API.

A User cannot be a follower and a trader at the same time.

The trader agrees not to use the copy trading Service for any purpose other than to allow followers subscribing to her/his profile via the Site to copy her/his trading strategy in exchange for a monthly remuneration. In this context, the User undertakes not to market the trading strategy of tools, applications or sites of third parties to the User, and notably sites and/or applications referenced on the Site, and in general not to infringe upon the rights of third parties. The use of the copy trading Service in order to unduly market the trading strategy of third party tools, applications or sites to the User constitutes a fundamental breach of these L.UP by the User, thereby entitling Levelling Up to dereference the trader's profile on the Site and to terminate the L.UP without notice and without previous formal demand.

The follower agrees not to use the copy trading Service for any purpose other than to copy, for her/his own account, a trader's trading strategy. The follower notably undertakes not to disclose her/his API Keys in order to allow third parties to unduly profit (i.e. without remunerating the trader via a subscription through the Site) from a trader's trading strategy.

It is also specified that:

- followers can leave, anonymously or not, a note for the trader to whose profile they have subscribed, while specifying that this note will be visible by all other Users of the Site and not modifiable / deletable by the trader, which the trader understands and accepts;
- traders and followers will be able to access a "blog" space - subdivided into "blog" sub-spaces, access to which is reserved, for each "blog" sub-space, to a trader and her/his followers - on which they will be able to leave comments and exchange with one another (i.e. between the trader and her/his followers or between the followers of the said trader themselves). The Users understand and accept that they will not be able to modify / delete the possible contents posted by other Users. In this respect, it is also specified that Levelling Up does not supervise, control or moderate the comments and discussions published on this "blog" space, and that it is not therefore responsible for the contents possibly published there. In any event, each User undertakes to publish only appropriate, lawful content that complies with the applicable legal and regulatory provisions and that may not be considered to infringe the applicable provisions or the rights of third parties, whatever they may be. However, at any time and at its sole discretion, Levelling Up will be able to decide to

modify / remove content that appears to it to be illicit or contrary to an applicable provision or infringing the rights of third parties, or that it would consider as inappropriate.

Finally, it is specified that as part of this copy trading Service, Levelling Up only puts Users into contact with one another (cf. traders and followers), but does not intervene at all in the relations between the latter, nor in the decisions taken and choices made by the latter, and will not intervene nor incur any responsibility in connection with any litigation between two or several Users because of their use of this Service. In providing access to copy trading, Levelling Up is not acting in any advisory capacity, and is not providing any investment advice or recommending any particular trader or trading strategy; nor is Levelling Up warranting the suitability or appropriateness of any of the strategies or individual trades of any trader. It is for each User to make an assessment based on his or her individual circumstances.

4.2.6.1 Use of the copy trading Service by a trader

In order to become trader, and after having expressed a desire to do so by the means of the "become pro" button, the User must follow the indications and instructions provided by Levelling Up for this purpose, and notably:

- the User undertakes, and guarantees Levelling Up, to communicate any information and/or any document that will be requested from her/him by Levelling Up or by the third party to which Levelling Up will have delegated the implementation of the KYC operations and notably identity verification;
- the User must create a trader profile in the "copy trading" section of her/his Personal Space and provide the information requested for this purpose, including the trading strategy that s/he is following and that s/he undertakes to follow, it being specified that this profile is intended to be published on the Site;
- the User must define the monthly amount to be paid to her/him by each follower wishing to subscribe to her/his trader profile in order to copy her/his trading strategy. This amount may not be less than nor more than a certain amount per month per follower as set out in the "Rates" section;
- the User must provide financial information, notably her/his bank or payment card details, for the purposes of receiving the sums that will be owed to her/him by followers in connection with her/his participation in the copy trading Service as a trader, as requested by the payment service provider partner of Levelling Up in charge of performing the associated financial transactions. The User is required to accept and comply with the contractual conditions of the payment service provider (notably its general conditions of use and its financial conditions, while specifying that (i) the use of the service offered by the payment service provider may be subject to a charge for the User, under the conditions and according to the provisions defined by this provider and under its sole responsibility, and that (ii) this is currently the payment service provider a third party, a third

party company independent of Levelling Up that operates the platform of the same name, the general conditions of use of which can notably be accessed at the following url address: and in any case on its website), Levelling Up does not intervene and is not involved in any way in the relationship between the User and the said payment service provider, Levelling Up is not the agent or franchise holder of a third party, and therefore cannot be held responsible for any difficulty or dispute that may arise between them;

- the User must pay a fixed monthly fee to Levelling Up as set out in the "Rates" section. These monthly fees are considered, within the meaning of these L.UP, as Intervention Fees, and are subject to the provisions of these L.UP applicable to Intervention Fees, in particular in accordance with the provisions of the article "Financial conditions".

The trader is paid a monthly fee by each follower that subscribes to the trader's profile in order to copy her/his trading strategy. Levelling Up does not guarantee any "minimum income" to traders as a result of their participation in the copy trading Service in their capacity as a trader, with the understanding that it is the sole decision of the followers to choose to subscribe to or unsubscribe from a given trader's profile. Various subscription periods will be proposed to the followers (minimum 1 month) while specifying that the latter will in any case be able to terminate their subscription at the end of each subscription period, without condition or justification, and without their responsibility or that of Levelling Up being pursued for this reason.

The trader undertakes to act at all times with diligence and in the best interest of the followers, and notably to comply with the indications listed in her/his trader profile (cf. relating to the trading strategy that s/he undertakes to follow).

Non-observance of the provisions of these L.UP by a trader entitles Levelling Up to dereference the trader's profile from the list of traders to which followers can subscribe on the Site. Similarly, the suspension, closing and/or deletion of a trader's Personal Space, for whatever reason, implies dereferencing of her/his profile as well.

4.2.6.2 Use of the copy trading Service by a follower

To become a follower, the User must follow the indications and instructions communicated by Levelling Up for this purpose, and notably:

- the User must create her/his follower profile in the "copy trading" section of her/his Personal Space and provide the information requested for this purpose;
- the User must subscribe to the profile of the trader whose trading strategy s/he wishes to copy, after having taken note of the monthly subscription amount due by her/him in order to subscribe to this profile for this purpose;
- the User must provide financial information, notably her/his bank or payment card details, in order to proceed with the payment of the sums owed to the trader to whom s/he has subscribed as a follower in

connection with the copy trading Service, as requested and according to the payment methods chosen by the User from amongst the ones proposed by the payment service provider partner of Levelling Up in charge of performing the associated financial transactions. The User is required to accept and comply with the contractual conditions of the payment service provider (notably its general conditions of use and its financial conditions, while specifying that (i) the use of the service offered by the payment service provider may be subject to a charge for the User, under the conditions and according to the provisions defined by this provider and under its sole responsibility, and that (ii) this is currently the payment service provider a third party, a third party company independent of Levelling Up that operates the platform of the same name, the general conditions of use of which can notably be accessed at the following url address: and in any case on its website), Levelling Up does not intervene and is not involved in any way in the relationship between the User and the said payment service provider, and therefore cannot be held responsible for any difficulty or dispute that may arise between them;

- the User must ensure that s/he pays the sums due within the required deadlines as specified at the time of her/his subscription (with the understanding that in the absence of precision, this payment is due in advance, at the time of her/his subscription), and according to the necessary regularity in keeping with her/his choice of subscription, otherwise the User will not be able to use the copy trading Service;
- the User must have Digital Assets in her/his Wallets, preferably exclusively USD-T.

When a follower subscribes to a trader's profile, and after having followed all of the indications and instructions communicated by Levelling Up for this purpose, the said follower's Wallets will, insofar as possible (cf. except in the event, for example, that a type of Digital Asset held by the follower cannot be the subject of Exchange Transactions via the Exchange Platform), automatically modified/alterred by the performance of Exchange Transactions so that the follower's Wallets will reflect the distribution of the Digital Assets present in the Wallets of the trader to which the follower subscribed at the time of the subscription of the follower to the said trader. This modification/alteration of all of the follower's Wallets aims to have the follower's Wallets mirror the trader's Wallets in terms of the distribution of Digital Assets, while doing so in a proportional way, i.e. taking into account the total value held by the User (follower or trader) in all of her/his Wallets. The Exchange Transactions performed for this purpose will constitute so-called "Taker" orders, i.e. at the so-called "market" value on the date of the follower's subscription to the trader's profile in connection with the copy trading Service. The User is informed that in order to avoid possible difficulties with the conversion of her/his Digital Assets, it is recommended that s/he should carry out the necessary Transactions prior to

her/his subscription in order to have exclusively a USD-T Wallet to the exclusion of any other Digital Asset.

Thereafter, the API developed by Levelling Up will reproduce, in the follower's Wallets, any Transaction performed by the trader involving her/his own Wallets, while doing so in a proportional way (i.e. according to the share that the Order placed by the trader represents of the total value held by the trader in all of her/his Wallets). The follower's Wallets will be updated to include the total or partial execution of the Order under the conditions expressed in article 4.2.4.2 ("Exchange Transactions") of these L.UP.

However, the Purchase, Sale, Deposit and Withdrawal Transactions performed by the trader in her/his Wallets will not result in the performance of Purchase, Sale, Deposit and Withdrawal Transactions in the follower's Wallets but will modify / alter the distribution of the Digital Assets in the follower's Wallets by means of the performance of Exchange Transactions. In practice, this modification / alteration of the follower's Wallets is intended to ensure that the follower's Wallets have a distribution of Digital Assets that is identical to that of the trader's Wallets after the trader has performed the said Purchase, Sale, Deposit and Withdrawal Transactions, in a proportional manner, i.e. taking into account the total value held by the User (follower or trader) in all of her/his Wallets.

The follower is informed that due to the particularities inherent to operations on Digital Assets and notably the particular volatility of Digital Assets, especially in the very short term, Levelling Up does not guarantee identical results between the Transactions performed in the trader's Wallets and those performed in the follower's Wallets, and Levelling Up cannot be held responsible in this regard.

In any case, the follower is informed and accepts that:

- neither the trader nor Levelling Up guarantees any result or kind of performance from the use of the copy trading Service;
- Levelling Up proposes to the Users to use this copy trading Service intended to put in contact the Users (cf. traders and followers) with each other, but it does not intervene in the choice made by a follower to subscribe to the profile of a given trader, for which only the follower is responsible. Levelling Up bears no responsibility for the transactions performed by traders, and more generally for the trading strategy of the latter, or for the non-compliance by the traders with their trading strategy declared in their profile.

Furthermore, the follower is informed that any Transaction performed in her/his Wallets by the copy trading API, notably but not exclusively to reflect the distribution of the Digital Assets present in the trader's Wallets, will be subject to Exchange Transactions Fees that are based on a variety of criteria specified in the "Rates" section such as the capacity of Taker / Maker, the volume of activity or exchange in Bitcoins equivalent over a given period or the type of Digital Asset subject of the Transaction.

The follower is informed that the use of the copy trading Service will impact all of her/his Wallets (cf. no isolation of the operations performed by the API) and that it is recommended that s/he not perform her/his own Transactions while

subscribed to a trader's profile, either directly from her/his Personal Space or through a site or an application to which s/he would have communicated an API with read-write rights. Indeed, the fact of performing Transactions in addition to the ones initiated by the trader could lead to a modification / alteration of the distribution of the Digital Assets in the follower's Wallets that would no longer reflect the trading strategy followed by the trader to whom the follower is subscribed, or even penalize the follower or not allow her/him to generate results equivalent to those of the trader. Levelling Up bears no responsibility in case of non-observance by the follower of the communicated instructions (notably within these L.UP), and notably in case of the performance of Transactions in addition to the ones performed by the copy trading API.

Payment is required for each initiated subscription period (as chosen by the follower when deciding to subscribe to a trader's profile, e.g. 1 month, 3 months, 6 months, etc. depending on the provisions proposed on the Site at the time of subscription), whether it is an initial subscription period or a renewal period (depending on the provisions (cf. renewable or non-renewable period) chosen by the follower amongst the ones proposed on the Site at the time of subscription, while specifying that in the case of a renewable subscription, the follower may choose at any time not to renew at the end of the current period). However, the follower may stop using the copy trading Service at any time by unsubscribing from the trader profile to which s/he is subscribed and thus terminate the copy of the trader's trading strategy for the future, as of the date of unsubscribing. In case of non-payment of a new subscription before the end of the current subscription period (or at the latest at the end of the current period), the copy trading Service and therefore the copy of the trading strategy will be terminated at the end of the current subscription period.

4.2.7 Launchpad

Levelling Up provides a Launchpad service by which:

- a company looking to raise funds (hereinafter "ICO Project Holder") can operate and launch an ICO (or Initial Coin Offering) and;
- Users wishing to participate can directly buy into the offering (hereinafter "Participants").

Both the Participants and the ICO Project Holders are considered Users of the Launchpad Service for the purpose of these L.UP.

An ICO is an innovative fundraising process used by companies (the ICO Project Holders) looking to raise funds via the issuance of a new token that will have a utility in an application or to use services. Depending on the specific terms and conditions of such ICO, as defined by the ICO Project Holder, Participants will be able, through the Launchpad, to acquire tokens in the offering and receive utility tokens issued by the ICO Project Holder. For example, this token may have some utility in using the products or services the ICO Project Holder is offering or intend to offer.

Through the Site, Levelling Up provides the ICO Project Holders with:

- a dedicated management space allowing them to present their ICO;
- a subscription engine enabling Participants to buy into such an ICO;
- a KYC onboarding service in partnership with a third party entity.

The launching of an ICO through the Launchpad is subject to the acceptance by the ICO Project Holders of specific additional terms and conditions, to the payment by such ICO Project Holders of an amount in traditional currency and/or an amount in digital assets to Levelling Up as well as to the communication of specific documents/information, as defined in such additional terms and conditions.

Levelling Up Is not responsible nor liable for the success or failure of the ICOs presented through the Launchpad.

Levelling Up does not provide any sort of guarantees to the ICO Project Holders or the Participants regarding the ICO presented through the Launchpad.

Levelling Up does not perform any due diligence on the ICO Project Holders, the ICO or the Participants and provides no guarantees regarding the trustworthiness or seriousness of the ICO Project Holders, the ICO or the Participants. Levelling Up is not responsible for the publication or removal of an ICO presented on the Launchpad, such publication or removal depends solely on the ICO Project Holders. Levelling Up is not the agent nor franchise holder of the ICO Project Holders.

Moreover, the Participants are informed and acknowledge that each ICO will also be subject to their acceptance of specific terms and conditions which will apply to them and will detail what the Participants receive in exchange for their participation. Such terms and conditions shall be drafted by the ICO Project Holders and duly uploaded on the Launchpad through their dedicated management space. Levelling Up only provides a space where ICO Project Holders and Participants can interconnect but does not intervene in the relationship between the ICO Project Holder and Participants. Levelling Up is not responsible for the content published by the ICO Project Holders through the Launchpad or elsewhere. For the avoidance of doubt, all tokens offered by the Launchpad must be utility tokens and must not be tokens that are securities or have the characteristics of securities under BVI law.

4.3 New Services

Levelling Up will be able to widen its range of Services by releasing new services on the Site, whether these services are accessible to any User or only by the means of the User's Personal Space. These new services are deemed to be an integral part of the Services as defined in the article "Definitions" of these L.UP and will be governed by these L.UP. Unless otherwise indicated, the new Services may be used by the User as soon as they are effectively available on the Site, subject, where necessary, to the prior creation by the User of a Personal Space.

4.4 Evolution of the Services

Levelling Up may, at any time and without notice, develop, improve or adapt the Site and the Services, and more generally the services offered, in view of an improvement for example of the features offered on the Site or within the framework of the Services. This may include the roll-out of update(s), new version(s), new services or other services, or the removal of existing Services. In case of definitive discontinuation of an existing Service, Levelling Up will make every effort to notify the Users of this change with reasonable notice, and to provide them with alternative solutions (e.g.: alternative transactions, transfers to a third party service, etc.). In case of definitive discontinuation of all Services, Levelling Up will proceed with the termination hereof according to the conditions and provisions indicated in the article "Repudiation - termination". Moreover, Levelling Up may at any time and without notice complete or modify the Site, its content and the Services available through it, according to the evolution of technologies. As relevant, the User must ensure that his/her computer resources are suitable for the changes of the Site and the Services.

4.5 Assistance

Levelling Up offers technical support in order to provide information or assistance to the Users relative to the technical aspects and the features of the Site and the Services.

The User remains solely responsible for her/his choices and notably for the choice to use the Services. The technical support notably does not handle inquiries about the suitability of using the Services and does not provide financial or strategic advice of any kind.

This support is accessible by chat on the Site, 7 days a week and 24 hours a day. Levelling Up will make every effort to answer the User's request as soon as possible and appropriately. However, Levelling Up makes no commitment regarding any response time, nor to the relevance or exhaustiveness of the content of the answer, nor to the fact that the supplied answer will serve to effectively resolve the User's request or provide a solution.

Furthermore, Levelling Up does not provide any brokerage services for Digital Assets and provides no advice regarding the use of the Services and more broadly the performance of Transactions/operations involving Digital Assets. No information provided by Levelling Up should be construed as investment advice, financial advice, strategic advice, business advice, or any other type of advice.

Unless indicated otherwise in these L.UP, the Transactions are performed only on the basis of the instructions communicated by the User, without Levelling Up ever verifying the relevance, interest or quality thereof. Thus, as a reminder, the User and the User alone is solely responsible for determining whether a trade, Transaction, a trading strategy or the execution of a Transaction is suitable or appropriate according to his/her personal objectives, financial situation and risk tolerance, and the User will be solely responsible for any resulting partial or total

loss or damage, harm or liability. The User is invited to consult professionals specialising in financial, legal or tax advice before performing a Transaction involving Digital Assets.

5. Terms of use of the Site and Services

5.1 Access to the Site and Services

The User declares and acknowledges having the technical competence to use the Site and the Services, and acknowledges having verified that her/his computer configuration for this purpose is in perfect working order. The User is solely responsible for the proper functioning of her/his computer equipment and her/his Internet access.

All costs related to accessing the Site and Services, whether hardware, software or internet access costs, are exclusively the responsibility of the User.

The User undertakes to use the features of the Site, the Services and all of the possibly available content only for purposes that comply with the applicable regulations, and notably with public order, good morals and the rights of third parties. Levelling Up cannot be held liable for the User's use of the Site and Services, notably in case of a breach of the provisions applicable to the aforementioned User.

The User further recognises that s/he is responsible for using the Site and Services in good faith and not to damage the brand image, reputation or renown of Levelling Up or its partners in any way whatsoever.

5.2 Content quality

The contents (such as information, elements, documents, in any form whatsoever, notably texts, figures, images,...) provided and/or distributed on the Site are provided for information purposes only. Indeed, in spite of the care brought to the Site's preparation and update, the contents appearing therein are supplied "as they are", as generic information and Levelling Up in no way guarantees the accuracy, opportunity, relevance, timeliness or exhaustiveness thereof, nor their adequacy relative to the needs of the User.

Therefore, the Site's contents should not be considered as authoritative, nor as a substitute for the User's personal judgement, and should not constitute the sole basis for any decision by the User.

If the User notices the presence of inaccurate content or content likely to infringe the rights of a third party or to violate a regulatory or legislative provision, s/he is invited to report it by e-mail to info@earn.games.

5.3 Link

The Users cannot establish a link (including redirections) towards the Site without the express and prior authorisation of Levelling Up. Such a request must be sent by e-mail to info@earn.games. In no case will this authorisation be considered as an implicit affiliation agreement. In any case, the links referring to the Site will have to be withdrawn at the first request of Levelling Up.

Levelling Up reserves the possibility to place links on its Site giving access to sites, web pages or applications other than those of the Site, as well as to redirect the User towards other sites, web pages or applications. The Users are formally informed that the sites, web pages or applications accessible by them via these links do not belong to Levelling Up, which also reserves the right to delete the aforesaid links proposed by its Site towards an application or a third site if the latter notably became contrary to the regulations in force or to its values. Levelling Up cannot be held responsible for access by the Users via the links set up on the Site and leading to third party sites or other resources present on the Internet, nor for the contents of the information supplied by these third party sites or other resources subsequent to the activation of the aforesaid links.

5.4 Availability of the Site and Services

Levelling Up endeavours to provide a quality service and to enable the User to use the Site and the Services under the best possible conditions. As such, the Site and Services are in principle available 7 days a week, 24 hours a day. However, Levelling Up has no obligation of result in this regard but only an obligation of means, and does not guarantee the availability, optimal operation or speed of the Site nor of the Services, nor their permanent and continuous accessibility.

- Indeed, the User is informed and accepts that access to the Site and/or Services may be delayed, altered, prevented or interrupted, notably due to:
 - the technical uncertainties inherent to the Internet and to the access interruptions that may result, in particular fluctuations in bandwidth and risks linked to Levelling Up's or its partners' Internet service providers or providers of hosting services;
- a case of force majeure;
- use by the User of the Site or the Services that does not comply with the L.UP or with the details and indications that may appear on the Site;
- unavailability or a hazard concerning access to the telephone network or to the internet network or to any other network (computer network, telecommunication or electronic communication network,...) by Levelling Up, or by another partner of Levelling Up such as the provider of payment services a third party or the KYC or KYT service providers which may be involved in the provision of certain Services, or by the User;

- an impossibility to access or difficulties encountered in accessing data hosted by third parties for reasons not attributable to Levelling Up;
- a problem or a difficulty, notably technical, related to the operation of a Blockchain;
- unavailability or failure of access to computer systems, applications, websites, marketplace platforms or the platforms used by Levelling Up's partners or other computer systems, applications, websites or platforms which Levelling Up and/or its partners use for the provision of the Services;
- the unavailability or loss by the User of her/his Identifiers needed to access her/his Personal Space;
- an illicit, malicious or unfortunate act (including acts resulting from the action of "cybercriminals" or "hackers", logical or other attacks such as computer viruses, malicious programs,...), having as its object or effect an attack on the computer systems, applications, websites or platforms of the User, of Levelling Up, of the partners of the latter or even of the marketplaces or platforms that Levelling Up or its partners may use for the provision of the Services.

Furthermore, the company reserves the right to close access to all or part of the Site and/or to suspend the execution or supply of all or part of the Services in case of the occurrence of one of the above hypotheses or in case of endangerment of or threats to its human resources (e.g. members of its staff, internal or external consultants or other people -staff members, or internal or external consultants- working for Levelling Up or for an entity of the group of companies to which Levelling Up belongs) or on its technical resources of any kind.

For the programmed maintenance operations, Levelling Up will make every effort to provide the User with advance notice. However, the Site may, without prior notice or compensation, be temporarily closed, and access to the Site or Services or the features of the Site or Services may be limited, notably to perform technical or operational interventions or other types of interventions necessary for their proper functioning (e.g. testing, maintenance, control, resolution of possible breakdowns, operational modifications or changes, upgrades, etc.), for an update, for the roll out of a new version or for any other operation deemed necessary by Levelling Up or its partners, which the User accepts.

The responsibility of Levelling Up cannot be pursued because of a failure or interruption of the Site and/or the Services due to one of the cases indicated in this article "Availability of the Site and the Services".

5.5 Technical conditions and preservation of the Site and Services

The User must be equipped with the appropriate telecommunications means needed to access the Site, her/his Personal Space and the Services. The User guarantees that her/his hardware and software used to access the Site, her/his Personal Space and the Services, and their use, are in good working order.

The User also undertakes to employ appropriate measures to ensure the security of her/his own equipment and/or data and/or content and/or software from contamination by any viruses, malicious codes or any other harmful technologies or software infections, and to ensure that s/he does not introduce such viruses into the Site.

The User undertakes not to undermine the proper operation of the Site or Services and not to commit any act that could jeopardize the computer security of the Site or the computer system of other users of the Exchange Platform (whether Users or not), of Levelling Up or of a partner of the latter. Notably, the User undertakes not to use devices or software of any kind that would disrupt, interfere with or interrupt the normal operation of the Site or Services, or that would impose a disproportionate burden (in terms of hosting volume, bandwidth, etc.) on the Site.

The User also undertakes not to extract, for commercial purposes or not formally authorised purposes, all or part of the information or data present on the Site, as well as not to use a robot, notably a crawler or spider, a software program, an automated system, a script, a program, a search application or a website retrieval application, or any other means allowing to extract or index all or part of the content of these applications. As such, the practices of crawling, scraping or screen scraping are formally prohibited.

The content of the Site must not be downloaded, collected, copied, altered, deleted, distributed, transmitted, broadcast, rented, sold, conceded, exploited, in whole or in part and in any manner whatsoever, without the express, prior and written consent of Levelling Up.

The Site is an automated data processing system. The same applies to the Personal Spaces. The User is prohibited from accessing or maintaining her/himself, fraudulently, in all or part of the Site or a Personal Space that is not her/his own. The User is prohibited from using a method of access other than the interface made available by Levelling Up. If such a method is discovered or if the User inadvertently enters a restricted area (e.g. another User's Personal Space) without right, the User agrees to inform Levelling Up immediately by e-mail sent to the following address: info@earn.games] so that it can take any action that it deems necessary.

Levelling Up reserves the right to bring any action or claim necessary to prevent, stop and sanction any infringement to the Site, to the content of the Site, to a Personal Space but also to the Services, including such as legal proceedings, and to do so without prior notice.

The User alone is responsible to Levelling Up, or the partners of the latter, for damages that can result from access to the Site, to her/his Personal Space as well as to the Services, and from their use.

Any violation of the provisions of this article by the User constitutes a serious violation likely to lead to the termination without notice of the L.UP to the exclusive detriment of the User and with the latter being permanently banned from accessing and using the Site and the Services.

5.6 Framework for the use of the Services

At any moment during her/his use of the Site or Services, the User must act in compliance with the applicable laws and regulations (notably relative to tax and/or social declarations having to be made because of the performance of certain Transactions and for which the User alone bears responsibility), as well as in accordance with the indications, information, communications of Levelling Up such as communicated notably by the means of these L.UP or on the Site or via the User's Personal Space. For this reason, it is notably specified that the User must perform all steps required for her/his tax obligations (such as for example, but without this precision being exhaustive, any capital gains declaration) and social obligations, and that Levelling Up does not carry out such steps on behalf of the Users.

Furthermore, the User undertakes not to disrupt, negatively affect or prevent the use of the Site or the Services by any other user (whether or not a User).

It is forbidden for the User to engage in or participate in practices that have the purpose or effect to manipulate the market (such as wash trading, cross trading, spoof trading, front running, sell wall, dark pool, pump-and-dump, etc.) through her/his use of the Site or Services, whether or not such practices are expressly prohibited by applicable laws and regulations.

The User is also prohibited from using or operating the Site or Services to engage in or participate in money laundering, pyramid schemes or any other risky or illegal transactions.

Furthermore, any commercial use and/or exploitation of data, notably market data, obtained or accessed or made available through the Site and/or the Services is prohibited, as is any copying, mining, extraction, etc. of the said data.

The User gives Levelling Up and its partners full permission to temporarily control the Digital Assets in her/his Wallet(s) when necessary for the provision of the Services.

Any violation of the provisions of this article by the User constitutes a serious violation likely to lead to the termination without notice of the L.UP to the exclusive detriment of the User and with the latter being permanently banned from accessing and using the Site and the Services.

The User also acknowledges and agrees that Levelling Up may voluntarily disclose User information and data associated with or generated by the User to law enforcement in any jurisdiction without the need to seek any prior consent or make any disclosure to the User.

5.7 General principles applicable to the Services

5.7.1 General restrictions

The Services are accessible to the User who has a Personal Space validated by Levelling Up and not having been the object of, or not being subject to, a suspension, sanction, restriction, limitation, termination, closing or suppression procedure.

In addition, Levelling Up reserves the right, for the purposes of deciding whether a Service or a Transaction can be performed by a User, to ask the User for specific additional information and/or documents.

Moreover, Levelling Up reserves the right, without notice and without this creating any right to compensation for the User, to refuse the execution of a Service or of a Transaction requested by a User, to cancel a Transaction requested by the User or to suspend a User's recourse to the Services or to one or of the determined Services, notably in case of violation by the User of her/his obligations or commitments pursuant to these L.UP or if Levelling Up considers that there are sufficient elements leading one to think that the User could be in violation of her/his obligations and commitments pursuant to these L.UP, or notably:

- in case of detection of unusual or suspicious activities on the User's Personal Space, or suspicion of the User's identity;
- in case of detection or reporting of unauthorised access to the User's Personal Space;
- in case of a request to that effect by a competent authority (request, court decision, ongoing investigation, etc.)
- in case of the User's failure to provide additional information or documents as requested by Levelling Up;
- in case of inappropriate behaviour and/or misconduct by the User (insults, threats, violence, etc.).

Levelling Up also reserves the right, notably with the objective of fraud prevention and the fight against illicit or fraudulent activities, to impose on a User, on a personal basis, Limits (Maximum or Minimal Limits) or a Ceiling under the conditions described below, and/or to restrict or limit the use of certain Services by the aforementioned User.

These restrictions can be lifted by Levelling Up if the latter considers that the causes and motives having led to their installation have disappeared, if necessary subject to the communication by the User of the information and documents requested of her/him by Levelling Up. In addition, Intervention Fees may be levied / invoiced to the User in accordance with the provisions indicated in the article "Financial conditions" of these L.UP.

5.7.2 Restrictions due to the Digital Assets available for a particular Service

The User may perform Transactions on various Digital Assets as offered / accepted on the Site. The list of Digital Assets accepted on the Site is available in the "Rates" section and is subject to change at any time without notice. In case of definitive withdrawal of a Digital Asset from the Site, Levelling Up will make every effort to notify this change to the Users with reasonable notice as well as to allow the User to perform Sale, Withdrawal or Exchange Transactions on the said Digital Assets.

In addition, not all Services are available for all types of Digital Assets offered on the Site, but some are only possible with the types of Digital Assets identified as such on the Site. Thus, certain Services may only be possible subject to the use of certain types of Digital Assets. The User must therefore, through her/his Personal Space and more broadly through the Site, make sure of the Digital Assets that s/he can use according to the Services that s/he wishes to use, particularly when using the said Services.

5.7.3 Restrictions due to the setting of Minimum and Maximum Limits, and a Ceiling

The User can use the Services subject to complying with the Minimum and Maximum Limits set by Levelling Up for example for certain Transactions and for certain types of Digital Assets, in accordance with the indications appearing in the "Rates" section and/or indications appearing in the User's Personal Space when a Maximum or Minimum Limit has been imposed on her/him on a personal basis by Levelling Up. These Limits are subject to change at any time without notice. The User is therefore invited to take note of the Minimum and Maximum Limits applicable to her/him when planning to perform a Transaction, and undertakes to respect them.

In addition, a Ceiling can be applied to the User by Levelling Up, either for all of the User's Transactions, or only for certain Transactions and/or for certain types of Digital Assets. The User will be informed of the existence of the said Ceiling through her/his Personal Space.

A Ceiling can be also applied by Levelling Up in general to all Users either for all of their Transactions, or for example for all Transactions performed with a type of Digital Asset. Users will be informed of the existence of the said Ceiling through the Site and notably in the "Rates" section.

These Ceilings are subject to change at any time without notice. The User is therefore invited to check the Ceilings applicable to her/him when planning to perform a Transaction, and undertakes to respect them.

5.8 Warning - risks inherent to the Services

The User recognises that the Transactions performed in connection with the Services, and in general the purchase, use, sale, exchange, conversion or holding of Digital Assets, present risks for which Levelling Up is not liable under any circumstances, namely:

- macroeconomic risk: changes of the macroeconomic situation may lead, amongst other things, to abnormal price fluctuations that may affect the User;
- political / tax / regulatory risk: changes of applicable laws and regulations may lead, amongst other things, to abnormal price fluctuations, or even a change of the operating conditions of the Site and the conditions for the provision and use of the Services, that may affect the User;
- performance risk: Digital Assets are not issued by financial institutions, and the Digital Asset market is a new and unregulated market that is susceptible to generate no real return;
- volatility risk: Digital Assets are heavily used by speculators, which implies that Transactions in Digital Assets are exposed to extremely high volatility risks; moreover, Transactions take place throughout the day without interruption and without restriction on the rise or fall of the price, which implies that the price of the Digital Assets may undergo sudden variations leading to partial or total losses of the Users' assets. Also, the purchase, sale, exchange, etc. of Digital Assets involve significant risks: the User is advised never to purchase more than s/he can afford to lose;
- decentralization risk: there is no central entity or organisation that controls and regulates Digital Assets. Instead, Digital Assets are based on decentralized Blockchain technology. In case of a crisis, there is no entity or organisation that protects the Digital Assets market for example in order to minimize your losses.
- operational risks: failures of hardware, software or networks (internet, telecommunication, electronic communication, telephone,...) can in certain hypotheses result in the loss of Digital Assets;
- risks resulting from cases of force majeure;
- regulatory risk: the risk that Levelling Up may be precluded from continuing to operate due to a change in law or regulation including a new law or regulation in any particular jurisdiction, including where the User may be based or resident, or where Levelling Up is incorporated, headquartered or has its principal place of business;
- risk of theft or loss of the private key and other handling errors (e.g. risk for the User of theft or loss of her/his Identifiers) that may result in the partial or total loss of the Digital Assets;
- liquidity risk: the exchange of a Digital Asset for a Fiat currency is not always guaranteed, nor is it guaranteed for any other type of Digital Asset.

Levelling Up also emphasizes that Digital Assets and Blockchain are new technologies, with special rules that differ from traditional financial systems and the assets are highly volatile. Thus, any use of Digital Assets, whether as an investment, as a monetary equivalent, etc., presents risks that the User must consider.

The User must ensure that s/he is informed and trained on the operation and characteristics of a Blockchain, Digital Assets, exchange platforms for Digital Assets (how to perform Purchase, Sale or Exchange Transactions? how to use a Wallet? how to withdraw Digital Assets from his/her Wallet? etc.).

Levelling Up notably provides the Users with information and tutorials intended to guide them in their use of the Site and the Services. The User is nevertheless invited to vary her/his information sources and therefore to consult other sites than the Levelling Up Site in order to inform her/himself with regard to the inherent risks in the Services, while specifying that the information and precisions appearing on the Site are not exhaustive, nor necessarily up to date, and are only for information purposes relative to the Users.

The User must therefore be particularly vigilant when using the Site and the Services, and must ensure that s/he has all of the skills and knowledge, particularly technical and financial, required to handle Digital Assets. Notably, Levelling Up reminds Users that past performance is not indicative of future performance, and that buying, holding and selling Digital Assets presents risks of partial or total capital loss. The User is in any case invited to consult professionals specialising in financial, legal or tax advice before performing any transaction involving Digital Assets.

6. Terms of use of the Personal Space

6.1 Creation of a Personal Space

- In order to create a Personal Space, the User must:
complete the required fields on the online form made available for this purpose and thus communicate the requested information, including (but, where applicable, not limited to):
 - For a natural person: User's full name, e-mail address, phone number, username, identification document, date of birth;
 - For a legal person: certificate of incorporation (or equivalent) less than 3 (three) months old, articles of association, username, name and surname of the legal representative, e-mail address of the legal representative, date of birth of the legal representative, telephone number of the legal representative (as well as for each director and shareholder, and where these are corporates, the natural persons who are directors and/or shareholders of such corporates).
- provide the documents requested online for this purpose, notably as required under the obligations indicated in the article "Identity verification (Know Your Customer) and transaction monitoring (Know Your Transaction)" hereof.

The information and documents indicated above, as well as the technical characteristics (format, size, etc.) of the said documents, are subject to change over time. The exhaustive and up-to-date list of information and documents, as well as their technical characteristics, that must be provided by the User when requesting the creation of a Personal Space is communicated to the User when

such information and documents are requested by Levelling Up or by any third party service provider to which Levelling Up has delegated such operations. If these information and documents are not provided, the User's Personal Space cannot be created and s/he will not be able to benefit from the Services requiring the prior creation of the said Personal Space. In general, the User certifies the truthfulness and accuracy of the transmitted information (including the documents communicated both on the User's own initiative or upon request) during the creation of her/his Personal Space. Levelling Up will have the right to pursue the responsibility of the User or any involved person in the event that the aforesaid transmitted information is false, inaccurate or misleading. The User must communicate her/his real identification information (e.g.: her/his real name) and contact information. The User is also required, where appropriate, to update the provided information so as to ensure its accuracy over time and at any time, and guarantees Levelling Up in this regard. Levelling Up can in no case be held responsible for any difficulty encountered by a User, for example concerning the access to her/his Personal Space or the use of the Site or Services, that would be linked, directly or indirectly, to the communication by the User of inaccurate or incomplete information, or to a lack of update of her/his information by the User, while specifying that Levelling Up will be able to condition the use of the Services to the supply by the User of up-to-date information and documents (notably currently valid identity document) or even to the supply of additional information or documents (justifications of origin of the funds, answer to a KYC questionnaire, proof of liveness, proof of address, etc.). The communication of inaccurate or incomplete information, or false documents, or the failure to update such information or documents by a User will constitute serious breaches by the User of these L.UP entitling Levelling Up to terminate the L.UP and to delete the User's Personal Space without notice, in accordance with the article "Repudiation - termination". The communication of additional information and/or documents may also be required by Levelling Up in case of request of modification by the User of the information relative to her/his Personal Space.

6.1.1 Conditions for creating a Personal Space

A Personal Space can only be held by one person (whether a natural or legal person), and each person (whether a natural or legal person) can only have one Personal Space.

Any person (natural or legal) wishing to open a Personal Space must have full legal capacity to do so, as well as to commit to these L.UP. In this respect, any natural person acting on behalf of a legal person guarantees to have all rights and authorisations necessary to validly commit the said legal person.

In addition, the opening of a Personal Space by a natural person requires being at least 18 years old (the 18th birthday must have been reached).

The creation of a Personal Space can also be restricted to specific countries, according to the KYC process implemented by Levelling Up or a third party service provider (see article "Identity verification (Know Your Customer) and transaction monitoring (Know Your Transaction)" hereof).

It is the User's responsibility to ensure that these conditions are respected. The contents of the above section and the eligibility conditions or restrictions to the creation of a Personal Space are likely to change at any time and without notice, on simple decision of Levelling Up, notably but not exclusively in order to conform to legislative or regulatory obligations. Levelling Up cannot be held liable for the consequences of restrictions (such as refusal to create a Personal Space, suspension or even closing / deletion of the User's Personal Space), even new ones, that relate to the country of residence, nationality or country of the registered office of the User or that would result from legislative or regulatory obligations.

6.1.2 Identity verification (Know Your Customer) and transaction monitoring (Know Your Transaction)

The information communicated by the User for the purposes of creating a Personal Space is used in order to verify her/his identity notably within the framework of the "Know Your Customer" or "customer knowledge" obligations (hereafter "KYC") of Levelling Up, as well as to notably prevent or detect any attempt or action of fraud, corruption, money laundering or financing of terrorism, and more generally any potentially illicit or fraudulent activity or action. This can include additional processes such as following proof of liveness requirements.

The request made to the User to communicate this information to the company may result, amongst other things, from the obligations of the latter pursuant to the fight against money laundering and the financing of terrorism. In this regard, the User undertakes to, and guarantees to Levelling Up, that s/he will comply with the Levelling Up KYC process and answer any questions and communicate all information requested for this purpose.

KYC operations and notably the verification of the User's identity may be delegated by Levelling Up to a third party service provider. In any case, the User will be required to follow all instructions communicated by Levelling Up and/or by such service provider.

Additionally, Levelling Up may use transaction monitoring and analytics solutions (hereafter "KYT") in order to better detect anomalies, as well as to notably prevent or detect any attempt or action of fraud, corruption, money laundering or financing of terrorism, and more generally any potentially illicit or fraudulent activity or action, which the User acknowledges and accepts.

KYT operations may be delegated by Levelling Up to a third party service provider. In any case, the User will be required to follow all instructions communicated by Levelling Up and/or by such service provider.

In this regard, it is specified that KYC and KYT operations may lead to the User being denied the benefit of certain Services or the fulfilment of certain Transactions, such decision being made in Levelling Up's absolute discretion and for which Levelling Up cannot be held responsible.

6.1.3 Prohibitions

The creation or opening of a Personal Space is forbidden to any User whose Personal Space was previously closed by Levelling Up as a result of a termination of these L.UP for fault of the User or at the discretion of Levelling Up.

The User who requests the creation of her/his Personal Space guarantees that her/his use of the Site and Services will not expose Levelling Up to any sanctions and that such use will not violate any applicable law or regulation, notably with respect to the fight against terrorism, the fight against bribery, corruption and proliferation financing, and the fight against money laundering. As such, the User notably guarantees:

- not being subject to a ban on using the Services resulting, notably, from legislative or regulatory provisions or from an administrative or legal decision, for example;
- not being subject to restrictions on access to financial services as adopted by the United Nations, the Council of the European Union, the United Kingdom, the British Virgin Islands, the United States of America or any other jurisdiction in the context of the fight against terrorism, bribery, corruption, proliferation financing and money laundering;
- not being on the list of specially designated nationals maintained by the Office of Foreign Assets Control (OFAC - United States treasury department) or the list of denied personal of the U.S. Department of Commerce or on any sanctions list or designated persons or countries list maintained by the United Kingdom or the British Virgin Islands

Any violation of the provisions of this article "Creation of a Personal Space" by the User constitutes a serious violation likely to lead to the termination without notice of the L.UP to the exclusive detriment of the User and the permanent prohibition for the User from accessing and using the Site and the Services.

In addition, the company reserves the right to refuse the creation of a Personal Space by a User who does not comply or does not respect the terms and provisions indicated in this article "Creation of a Personal Space", and more generally in these L.UP, as well as to temporarily suspend or close / delete the User's Personal Space under the conditions indicated in the articles "Suspension of the Personal Space" and "Closing and deletion of the Personal Space" of these L.UP.

6.2 Confidentiality and security of the Identifiers and the Personal Space

The creation of a Personal Space requires the User to choose Identifiers for the said Personal Space that are personal, unique (i.e. not used on other websites), and that will be necessary to access the said Personal Space. To this end, the User will be asked to choose an identifier or login (i.e. her/his e-mail address) and a password that must comply with the format and characteristics required as indicated on the online form to create her/his Personal Space.

The User is solely responsible for preserving the confidentiality of her/his Identifiers, that are strictly personal, and undertakes to perform all useful measures to ensure this complete confidentiality, and notably to change her/his password regularly (i.e. at least every 6 months). The User is therefore required to keep her/his Identifiers confidential and to protect them from access by or disclosure to third parties. The User is solely responsible for the strictly personal use of her/his Identifiers and guarantees Levelling Up in this regard.

The User's Identifiers can be reinitialized at any time on the initiative of the latter or on the initiative of Levelling Up subject to providing the User with prior information thereof (while specifying that in all cases, this reinitialization will naturally have to be carried out by the User her/himself, even if on the initiative of Levelling Up).

In case of password loss or theft, or in case of unauthorised access to her/his Personal Space, the User must immediately and without delay inform Levelling Up by electronic mail sent to the following address: info@earn.games and must follow the instructions that may be communicated to her/him by the company, notably in order to lock access to her/his Personal Space. The reopening of the User's Personal Space following such a lockout request will be subject to the User providing additional information and/or documents to ensure her/his identity and the legitimacy of her/his reopening request. Levelling Up cannot be held responsible in case of the User's failure to communicate the required information and/or the documents.

The use of the User's Identifiers to connect to her/his Personal Space and perform operations (including Transactions) is, between the Parties, attributable to the User with regard to (i) operations performed on or from her/his Personal Space, (ii) of any use of the Site and the Services performed concomitantly with her/his connection to her/his Personal Space and (iii) of any fact or act related thereto.

The User is also informed that the connection or access to her/his Personal Space by means of her/his Identifiers constitutes proof between the Parties of the authentication and identification of the User but also of her/his identity. Levelling Up makes every effort to ensure the security of the access to the Services and notably to the User's Personal Space, and to prevent any

unauthorised person from being able to access it. For example, the connection to the User's Personal Space is protected by a two-factor authentication system ("2FA") and therefore requires the User to enter, in addition to her/his Identifiers, a validation code that s/he receives by text message sent to the telephone number indicated when creating her/his Personal Space or via the third party application Google Authenticator. This double authentication system is also deployed and imposed on the User to perform certain Transactions or modify the information in her/his Personal Space or perform certain operations on the Site. However, Levelling Up does not guarantee the absolute security of the Services or of the access to the Personal Space, and more generally to the Site.

Moreover, following the creation by a User of her/his Personal Space, Levelling Up may be required to send e-mails to the User. The User is informed that any e-mail emanating from Levelling Up will in principle contain a personal code (also known as "anti-phishing code") that will be indicated beforehand to the User. For each electronic mail received from Levelling Up, the User must verify that the said message includes the aforementioned code. Levelling Up cannot be held liable for all consequences possibly incurred by the User because of the opening by the latter of an e-mail that does not include the aforementioned code, or of a link or an attachment contained in the aforementioned e-mail. In any case, the installation of the said "anti-phishing code" mechanism is a complementary means for securing the exchanges between Levelling Up and the User but does not guarantee the absolute security of the aforementioned exchanges nor that any electronic mail comprising such a code emanates effectively from Levelling Up. The User is also informed that s/he must in any case be vigilant and verify the identity of the sender of any e-mail that s/he receives before opening it or opening the attachments or links that appear there, and that Levelling Up cannot be held liable for the consequences of the said action of a User concerning any e-mail that would seem to her/him to emanate from Levelling Up but that does not actually emanate from the latter, even if this e-mail includes the "anti-phishing code".

6.3 Suspension of the Personal Space

Without prejudice to the provisions contained in the article "Repudiation - termination" hereof, Levelling Up reserves the right to suspend the access to the User's Personal Space and to suspend by right and without notice the supply of all or part of the Services, in case of the User's violation of her/his obligations or commitments pursuant to these L.UP or if Levelling Up considers that there are sufficient elements allowing one to think that the User could be in violation of her/his obligations and commitments pursuant to these L.UP.

Furthermore, such a suspension may notably occur:

- in case of detection of unusual or suspicious activity on the User's Personal Space, or suspicion regarding the User's identity;
- in case of detection or suspicion or reporting of unauthorised access to the User's Personal Space;
- in case of reasonable suspicion of use of the Site and/or Services in connection with illegal or fraudulent activities;
- in case of a request to that effect by a competent authority (request, court decision, decision or request by an administrative or judicial authority, ongoing investigation, etc.)
- in the absence of delivery by the User of the additional information or documents requested by Levelling Up;
- in case of inappropriate behaviour and/or misconduct by the User (insults, threats, violence, etc.).

The suspension of the Personal Space implies the impossibility for the User to connect to it and/or to benefit from the Services / to use the Services requiring such connection to the Personal Space.

Insofar as possible (and notably, unless prohibited by a competent authority or by the applicable provisions), Levelling Up makes a commitment to inform the User of this suspension without delay and to inform her/him of the reasons for this suspension.

Except for cases when the suspension of the User's Personal Space occurs after the request of a competent authority, Levelling Up will inform the User, by sending an electronic mail to the e-mail address provided by the User in her/his Personal Space, of the interval in which s/he will be required to remedy the causes of this suspension (for example regularization actions to perform in case of the User's violation of her/his obligations or commitments pursuant to these L.UP or communication of information and documents for the analysis of the situation by Levelling Up,...). If not indicated, this period is 7 (seven) days.

Should the User not comply with the demands of Levelling Up within the time limit indicated by the latter, Levelling Up reserves the possibility of definitively closing the User's Personal Space for fault and terminating these L.UP under the conditions of the article "Repudiation - termination" hereof.

6.4 Closing and deletion of the Personal Space

6.4.1 General principles

The User may request the closing and deletion of her/his Personal Space directly from her/his Personal Space or by e-mail sent to the following address:
info@earn.games.

The closing and deletion of the Personal Space by Levelling Up occurs automatically in any event within a period of two years from the last connection

of the User to her/his Personal Space in the event that s/he held no Digital Asset in her/his Wallet during this period of two years.

Moreover, Levelling Up will proceed with the closing and deletion of the User's Personal Space in case of termination of these L.UP.

In this regard, and unless indicated otherwise in these L.UP, the closing of the Personal Space implies the impossibility for the User to connect to it and/or to benefit from the Services / to use the Services requiring such a connection to the Personal Space, as well as the deletion of said Personal Space.

It is further specified that only the User is responsible for ensuring the conservation and safeguard of the information and documents transmitted by or to Levelling Up, or more generally via the Site and/or registered or stored in the Personal Space. In this regard, Levelling Up provides no conservation, safeguard or third party archiving service.

The closing and deletion of a Personal Space, whatever the cause or initiator, will not give rise to any compensation of any kind for the User.

6.4.2 Special situations

If a Transaction or other operation is in progress at the time of the closing of the User's Personal Space, Levelling Up reserves the right to cancel this Transaction or operation before deleting the Personal Space.

In case of the User's death, Levelling Up will be able to proceed with the transfer of the Personal Space and of the Wallet containing the Digital Assets to the assigns in fulfilment of a precise and express request in this sense from the assigns and on presentation of the required justifications, in return for the payment of Intervention Fees and Withdrawal Fees in accordance with the provisions of the article "Financial conditions".

6.4.3 Sale and/or Withdrawal of Digital Assets

In case of closing of the User's Personal Space, the latter must settle her/his possible expenses, debts,... towards Levelling Up within a maximum period of 7 (seven) days.

After such settlement, the User is asked to sell (cf. Sale Transaction) / withdraw (cf. Withdrawal Transaction) all of her/his Digital Assets from her/his Wallet(s) within her/his Personal Space, and must do so within a maximum period of 15 (fifteen) days following the closing of the Personal Space, while specifying that in case of the presence of Digital Assets in the User's Wallet within her/his Personal Space, the effects of the closing and the deletion of the said Personal Space may in fact be postponed for a maximum period of 15 (fifteen) days for the sole purpose of the User's performance of the aforementioned Transactions. In this context, Levelling Up will be able to apply specific restrictions with regard to the use of the Services by the User (e.g.: blocking of certain Transactions...). In the

absence of the Sale/Withdrawal of the said Digital Assets within this period, the User is informed that s/he definitively waives/renounces the said Digital Assets. The Sale/Withdrawal by the User of her/his Digital Assets may be made under the conditions indicated in the article "Performance of Transactions". As a reminder, Withdrawal Transactions are subject to Withdrawal Fees that may be higher than the Digital Assets in the User's Wallet. Such a case implies an obligation for the User to carry out the Sale thereof, or failing that (for example if the Sale of the said Digital Assets is not possible), to definitively waive/renounce the said Assets. The User is invited to contact Levelling Up without delay in case of difficulty relative to the Withdrawal or Sale of her/his Digital Assets following the closing of her/his Personal Space.

Notwithstanding the above, in case of suspension or closing of the User's Personal Space following a suspicion of illicit activity or fraud (notably bribery, corruption, financing of terrorism, proliferation financing and/or money laundering, but also performance of or participation in market manipulation) or in case of illicit activity or proven fraud, or in case of violation of the applicable laws and regulations or of these L.UP, or in case this suspension or closing results directly or indirectly from a request of a competent authority, Levelling Up will be able to immediately make it impossible for the User to connect to her/his Personal Space and/or to benefit from and use the Services requiring such a connection to the Personal Space. Moreover, Levelling Up will not be held to return the Digital Assets present in the User's Personal Space and it reserves the right to give them and information about them to the authorities making the request of it if necessary.

7. Financial conditions

7.1 Price of the Digital Assets

The User recognises having been informed of the absence of stability of the Prices of Digital Assets and of their particularly great volatility, with neither Levelling Up nor its partners bearing any responsibility in this regard. In the context of a Purchase or Sale of Digital Assets, the price of the Digital Assets is solely dependent on a third party and is determined under the sole responsibility of the latter, without any control by Levelling Up or Levelling Up's other partners. The related information is conveyed to the User by a third party and under the exclusive responsibility of the latter.

The Price of the Digital Assets that may be the subject of an Exchange Transaction can be viewed by the User on the Site at the moment T when the User makes her/his Exchange request. The displayed Prices are not by default denominated in United States Dollars or any other Fiat currency, but as a quantity of one type of Digital Asset that can be exchanged for another quantity of another type of Digital Asset. However, the User may view, for information purposes, the corresponding amount equivalent to the quantity of Digital Assets

offered for Exchange and/or requested for Exchange, in the Fiat currency of his/her choice, amongst those offered on the Site.

7.2 Transaction Fees

The Transactions are services offered to the User for a fee. The User is thus required to pay the Transaction Fees specified hereafter to Levelling Up (barring contrary indication in these L.UP specifying that the Fees are owed to a third party) and authorises Levelling Up to take from her/his Wallet, or from the amount of the realised Transaction, all Transaction Fees possibly owed in accordance with these L.UP.

The rates charged on the Site, notably the rates applied for the calculation of the various Transaction Fees (or "Commission") are shown on the Site under the heading "Rates", while specifying that the Commission rate may depend on various criteria detailed in the said heading. Transaction fees may be subject to minimums, as also specified in the "Rates" section.

The rates (including the Commission rate) are subject to change / revision at any time. In case of a rate update, the new rates apply to all Transactions initiated and validated by the User after the effective date of the new rates.

7.2.1 Fees on Purchase and Sale Transactions

The amount of the Purchase or Sale Transaction Fees depends only on a third party and is fixed under the sole responsibility of the latter, without any control on the part of Levelling Up nor of Levelling Up's other partners. The related information is conveyed to the User by a third party and under the exclusive responsibility of the latter. These Fees are owed (and paid by the User) directly to a third party.

7.2.2 Exchange Transaction Fees

The amount of the Exchange Transaction Fee is calculated as specified in the "Rates" section.

The amount of the Exchange Transaction Fees is expressed by default in the type of Digital Asset that the User wishes to exchange for another type of Digital Asset, but may also, at the User's request, be expressed (i) in United States Dollars or in any other Fiat currency desired by the User (equivalent of the Price of the type of Digital Asset that the User wishes to offer for Exchange or request for Exchange), provided that it is offered on the Site (cf. the drop-down menu offered at the time of the Exchange request) or (ii) in the quantity of the type of Digital Asset desired by the User, subject to the User having this type of Digital Asset in her/his Wallet and it being accepted at the time of the request.

7.2.3 Deposit Fees

In the absence of contrary stipulation or indication, notably specified in the "Rates" section, Levelling Up does not invoice Deposit Fees are invoiced for the Deposit of Digital Assets into the Wallets of the Users.

7.2.4 Withdrawal Fees

The amount of the Withdrawal Fee corresponds to the costs associated with the validation of the transactions specific to the relevant Blockchain, over which Levelling Up has no control. This amount is presented to the User in the "Rates" section at a given moment T but depends exclusively on the relevant Blockchain and can evolve at any time without notice, with Levelling Up bearing no responsibility in this regard.

The amount of the Withdrawal Fee is expressed in terms of the quantity of the type of Digital Asset that the User wishes to withdraw.

7.2.5 VAT on Transaction Fees

The Transaction Fee is not subject to value added tax (VAT).

7.3 Intervention Fees

Intervention Fees can be owed by the User to Levelling Up in the hypotheses anticipated in these L.UP. In addition, such Intervention Fees are also owed in case of an error or mishandling attributable to the User in the context of the performance of the Transactions, and more generally in the use of the Services, as well as in the following cases:

- failure to comply with Minimum Limits, Maximum Limits or a Ceiling;
- issue of an erroneous or incomplete Order.

The amount of the Intervention Fees, depending on the type of intervention, is detailed in the "Rates" section. The Intervention Fee is independent of the Transaction Fee and is in addition to the Transaction Fee payable by the User.

7.4 Payability

The Transaction Fees and the Intervention Fees, when owed to Levelling Up, are payable upon validation of the Transaction by the User or, in absence of a Transaction, upon the realisation of the intervention giving rise to Intervention Fees.

7.5 Price and Fee disclaimer - No guarantee

The Price of a Digital Asset and the amount of the Transaction Fees are fixed at the moment T when the User validates the Transaction. However, given the particularly high volatility of Digital Assets, it is possible that the Price of a Digital Asset and the amount of the Transaction Fees may not be strictly identical

between the time the User views them upstream and the time s/he then actually validates the Transaction.

The Prices and Transaction Fees may therefore vary, either continuously or from time to time, and at any time. Apart from the cases in which cancellation of a Transaction is possible in accordance with these L.UP, Transactions are irreversible and the User cannot request cancellation due to a Price change or a change in the rates of the Fees that would occur after the validation of the Transaction.

Furthermore, the Price set at the moment T when the User validates the Transaction is not guaranteed, nor is the amount of the associated Transaction Fees:

- in case of a Transaction that is validated but not effectively completed and executed;
- following a modification of the Transaction requested by the User or resulting from an error or mishandling attributable to the User;
- in case of non-compliance with these L.UP by the User;
- in case of suspension or closing / deletion by Levelling Up or by the User of the Personal Space of the latter;
- in case of cancellation of the Transaction by the User or by Levelling Up under the conditions envisaged in the L.UP;
- in case of force majeure;
- in case of failure or interruption of the Site and/or Services due to one of the cases mentioned in the article "Availability of the Site and Services".

8. Respective obligations of the Parties

8.1 Obligations of Levelling Up

Levelling Up is required to respect the terms and conditions stipulated in these L.UP. Levelling Up makes the Services available to the User, including access to the Site, and is therefore subject to an obligation of means.

Notably, Levelling Up endeavours to maintain the accessibility to the Site and to the Services, as defined in the article "Terms of Use of the Site and the Services" hereof.

For the avoidance of doubt:

Levelling Up is not acting as a trustee nor is it acting as a fiduciary and as such it has no liability or duties in this regard. The relationship between Levelling Up and a User is purely contractual. Levelling Up expressly renounces any fiduciary duties that any User or other person might purport to attribute to Levelling Up. Levelling Up is not regulated, registered or licensed in any jurisdiction (including the BVI) for investment business or services, banking, trustee, asset management or money services business. As a result, it has no licence from the BVI financial services regulator and as a result it may not offer Users access to certain kinds of Digital Assets or Transactions in respect of Digital Assets.

Levelling Up has no liability to any User for any restrictions that Levelling Up

may choose to impose in order to lawfully operate without such licence or registration.

Levelling Up has no obligation to seek any regulatory licence or registration in order to broaden the kinds of Digital Assets or trades available to a User.

Levelling Up is not acting as a custodian and does not provide custodial services.

Levelling Up is not an agent or affiliate or franchise holder of third parties. The User by contracting with Levelling Up is not contracting with third parties.

Levelling Up is not an agent or affiliate or franchise holder of a third party. The User by contracting with Levelling Up is not contracting with a third party.

Levelling Up is not permitted under BVI law to offer services in relation to Digital Assets which would be classified as "investments" as defined by BVI law. This includes certain kinds of futures trades and swaps (or contracts for differences) in respect of Digital Assets. Should a User wish to transact in such "investments" it must choose an alternative service provider.

8.2 Obligations of the User

The User warrants that he or she has ensured that he or she is permitted in her or his jurisdiction of residence and incorporation to access and use the Site and the Services offered by Levelling Up. The User has also ensured that the Site and Services are in line with her/his needs, that they correspond to her/his expectations and that s/he has the skills and knowledge, particularly technical and financial, as well as the necessary computer environment, to use the Site and the Services correctly.

The User is required to comply with the terms and conditions of these L.UP. The User is solely responsible for her/his use of the Site, her/his Personal Space and the Services, as well as for the acts and deeds of the persons authorised by her/him to access her/his Personal Space, including with regard to any subsequent performance of Transactions.

The User is required to use the Site and Services in accordance with the legal and regulatory provisions applicable within the various jurisdictions in which the activities and business related to the Transactions and operations involving Digital Assets are conducted, and will not use the Site and/or the Services for any illicit or illegal purposes, or for any purposes other than those for which the Site and the Services are made available to the User.

9. Liability

The User will be liable for the obligations incumbent on her/him under these L.UP in accordance with the general rules applicable.

The commitment of Levelling Up concerns exclusively the supply of the Services in accordance with the provisions of these L.UP and under all reserves notably formulated in case of Service supplied by a partner of Levelling Up or by any third party. Levelling Up bears liability only in this regard.

Levelling Up draws the User's attention to the risks inherent in any economic operation, for which it bears no liability (cf. notably the article "Warning - risks inherent to the Services").

In addition to the hypotheses envisaged in these L.UP relative to which Levelling Up cannot be held liable, the Parties agree that:

- Levelling Up can be held liable for faulty execution or non-execution of its obligations in compliance with these L.UP only in case of Levelling Up's proven fault. Moreover, Levelling Up can be held liable only for direct (but not indirect) damages incurred by the User because of a failure of Levelling Up to meet the obligations incumbent upon it pursuant to these L.UP. On the other hand, Levelling Up can in no case bear liability for indirect damages caused to the User, notably but not exclusively for any loss or absence of profit, performance, advantage or capital gain notably financial or in terms of turnover, revenues, expected savings or investments. Levelling Up will not be liable to the User nor will any refund be sought by the User in respect of the loss of any Digital Asset and/or any purchased Fiat currency (i.e. Purchase Transaction), deposited (i.e. Deposit Transaction), exchanged (i.e. Exchange Transaction), withdrawn (i.e. Withdrawal Transaction) or sold (i.e. Sale Transaction) by the User through the Site and/or the Services. Moreover, Levelling Up can only, except for gross negligence or wilful misconduct, be held liable against the User for foreseeable or foreseeable damage;
- Levelling Up cannot be held liable for any loss or damage incurred by the User because of any failure by Levelling Up to fulfil its obligations that results from a case of force majeure or from the fault of a third party (notably another User or user);
- Levelling Up cannot be held liable in case of abnormal use, which includes a use not in conformity with these L.UP, or fraudulent or illicit use of the Site or Services by the User;
- Levelling Up is not responsible for the functioning (or malfunction) of the User's computer equipment, nor for her/his access to the Internet or to any network (computer network, telephone network, Internet network, telecommunication network or electronic communication,...);
- Levelling Up is not responsible in case of fault on the part of the User or damage resulting from a lack of diligence or vigilance of the User, nor for the consequences or damage, of any nature, that could result with regard to whomever, whether a third party or other user or User;
- Levelling Up is not responsible in case of forgotten or lost Identifiers by the User, leakage or theft of the aforementioned Identifiers, cracking of the aforementioned Identifiers by a third party and other hypotheses of hacking of the User's Personal Space or of her/his means of access to the Personal Space;
- Levelling Up is not responsible for data losses or delays in the progress or processing of a User's Transaction that results from an interruption or suspension of the Site or Services, regardless of duration;

- Levelling Up is not responsible for the User's choices and decisions concerning the use of the Services and notably the performance of Transactions involving Digital Assets, notably including but not limited to any erroneous decision notably relative to a Transaction, the performance by the User of incorrect or inappropriate Transactions, an error with regard to the Wallet Address or External wallet, etc. In this regard, and considering the risks inherent to the use of the Services such as notably explained in the article "Warning - risks inherent to the Services", Levelling Up is not responsible for the possible financial losses incurred by the User and resulting from the use of the Services;
- Levelling Up is not responsible for any malfunction or failure of the Exchange Platform or of the interface or Services managed and/or controlled by third parties;
- Levelling Up is not responsible for any malfunction or failure of a third party platform. More generally, it is recalled that Levelling Up only provides the Users with an access from their Personal Space to the independent third platform operated, managed and controlled exclusively by a third party for the purposes of the realisation, by the Users who wish it, of Purchase or Sale Transactions on this platform. Also, Levelling Up does not intervene and has no involvement in the relations between the User and a third party, nor in the realisation of the Sale or Purchase Transactions. Consequently, the responsibility of Levelling Up can in no way be pursued in this regard, while specifying that Levelling Up is notably not responsible (i) for the User's use of the third party platform, notably for the realisation by the User of Purchase or Sale Transactions on this platform, nor for the direct or indirect consequences possibly resulting from it but also (ii) for any difficulty that could result in whole or part, directly or indirectly, from the relations between the User and a third party;
- Levelling Up is not responsible for any malfunction or failure of the operations entrusted to the third party payment service provider that is involved in the context of the copy trading Service. More generally, it is recalled that Levelling Up does not intervene and has no involvement in the relations between the User and this payment service provider. Consequently, the responsibility of Levelling Up can in no way be pursued in this regard, while specifying that Levelling Up is notably not responsible for any difficulty that could result in whole or part, directly or indirectly, from the relations between the User and the aforementioned payment service provider;
- Levelling Up is not responsible for non-compliance with the laws of the country in which the Services are accessible: the User, who is solely responsible for the choice of the Services that s/he uses, must check their compliance with the legislation of the country in which the Service is accessible and more generally with the legislation applicable to her/him;
- Levelling Up cannot be held responsible for the following:

- dereferencing or deletion from the Exchange Platform of a type of Digital Asset as a result, for example, of its low attractiveness in relation to the volume of orders placed by market participants or to a legislative or regulatory change or the disappearance of the relevant network / Blockchain. Levelling Up will make every effort to inform the User of this at least thirty (30) days before the aforementioned dereferencing or deletion so that the User can carry out a Withdrawal or Sale Transaction of its relevant Digital Assets, but could, depending on the potentially arising hypotheses or situations, be unable to meet this time limit, which the User recognises and accepts;
 - the sudden disappearance of the Exchange Platform for any reason whatsoever. In this hypothesis, Levelling Up would not be required to meet the aforesaid deadline of thirty (30) days insofar as no further Transaction could occur;
- Levelling Up is not responsible for the ICO Project Holder's or a Participant's choices and decisions concerning the use of the Services and notably the use of the Launchpad, including but not limited to the attractiveness or the profitability of the ICO, its conditions, the consideration offered to Participants, the legal nature of the tokens issued by the ICO Project Holders, etc. In this regard, and considering the risks inherent to the use of the Services, Levelling Up is not responsible for the possible partial or total financial losses incurred by the ICO Project Holders or the Participants and resulting from the use of the Launchpad;
- Levelling Up is not responsible for any malfunction or failure of the Launchpad arising its abnormal use, which includes a use not in conformity with these L.UP, or fraudulent or illicit use of the Launchpad by the Participants or the ICO Project Holders, nor for the consequences of malfunctions or delay (particularly affecting the Participants ability to buy into an ICO) resulting from the functioning (or malfunction) of the Participant's or the ICO Project Holder's equipment or computer equipment, access to the Internet or to any network (computer network, telephone network, Internet network, telecommunication network or electronic communication,...), hosting provider or of any tools used in the context of the ICO and/or of the use of the Launchpad;
- Levelling Up is not responsible for any malfunction or failure of the ICO presented through the Launchpad. More generally, it is recalled that Levelling Up does not intervene in the relations between the Participants and the ICO Project Holders. Consequently, the responsibility of Levelling Up can in no way be pursued in this regard, while specifying that Levelling Up is notably not responsible for any difficulty that could result in whole or part, directly or indirectly, from the relations between the Participants and the ICO Project Holders;
- Levelling Up is not responsible for any malfunction or failure of third party sites or applications (including but not limited to aggregators, remote

control solutions or operation automation solutions) referenced on the Site. More generally, it is recalled that Levelling Up only provides the Users with an access from their Personal Space to such third party sites or applications. Also, Levelling Up does not intervene in the relations between the User and such third party sites or applications. Consequently, the responsibility of Levelling Up can in no way be pursued in this regard, while specifying that Levelling Up is notably not responsible (i) for the User's use of such third party site or application, nor for the direct or indirect consequences possibly resulting from it but also (ii) for any difficulty that could result in whole or part, directly or indirectly, from the relations between the User and such third party site or application.

Levelling Up cannot be held responsible for:

- temporary or permanent unavailability of access to all or part of the Site or the Services offered therein, difficulties related to response time, and in general, any performance defect, as well as the consequences or damage of any kind that may result;
- discontinuities or disruptions in the use of the Site and the Services contained therein, whether voluntary or not, nor the consequences or damage of any kind that may result from them or that may result from changes or technical or functional developments of the Site or Services; including (but not limited to):
 - maintenance, updates or technical adjustments;
 - breakdown of telecommunications equipment or failure of a network provider (such as computer network, telephone network, internet network, telecommunications or electronic communication network);
 - and more generally failures or interruptions (temporary / definitive, partial / total) of the Site and/or Services that would be related to one of the cases mentioned in the article "Availability of the Site and Services"; and the resulting consequences.

Similarly, Levelling Up cannot be held responsible for the diversion of information circulating via the Internet or seized on the Site, for the presence of viruses, malicious codes or other harmful technologies or other software infections on the Site or of any consequences or damage resulting from it.

Levelling Up cannot be held liable for any consequences or damages of any kind that may result from errors or omissions in the contents published on the Site or in the answers to contact requests, nor for any delay with regard to answering such requests.

In order for the responsibility of Levelling Up to apply, if necessary, the User must notify Levelling Up of any request or any failure relative to its obligations pursuant to these L.UP, without delay as from the moment when the User has knowledge of it.

The provisions of this article "Liability" will survive the termination of these L.UP, regardless of cause, until the end of their particular purpose.

10. Repudiation - termination

10.1 Repudiation

The User may repudiate the L.UP (i.e. end them) at any time and without notice, provided that s/he deletes his/her Personal Space in accordance with the provisions and conditions indicated in the article "Closing and deletion of the Personal Space".

Levelling Up is authorised to repudiate and put an end to these L.UP, without the User being able to claim unspecified harm as a result, under the conditions and according to the following provisions:

- should a law, regulation, decision of an authority or competent jurisdiction make it impossible to continue all or part of the L.UP (and therefore of the Services) between the Parties, or if Levelling Up has reasons to believe that continuing all or part of the L.UP (and therefore of the Services) is impossible because of this fact, while providing at least thirty (30) days of notice, except if the law, regulation or decision indicated in this article prohibits or does not allow Levelling Up to respect such a notice period. In addition, Levelling Up may, at its sole discretion, subject to the above notice, unless conditions do not permit such notice, repudiate any or all of the L.UP (and therefore terminate any or all of the Services) in order to comply with any laws, regulations, rulings or decisions applicable to the business of dealing in or handling Digital Assets;
- in case of a technical or security problem affecting the Site and/or the provision of the Services, including but not limited to the event that third party Cloud suspends or terminates the provision, maintenance or administration of the Exchange Platform upon thirty (30) days prior notice, or, only if conditions do not permit such notice, immediately without notice;
- for convenience, subject to reasonable notice of not less than thirty (30) days and not more than sixty (60) days.

Barring contrary provisions in this article, and barring prohibition resulting from a legislative or regulatory text or from a decision of a competent authority, any repudiation on the initiative of Levelling Up is preceded by sending an electronic mail to the e-mail address provided by the User in her/his Personal Space, informing the User of this repudiation and of the date on which the repudiation will be effective, in compliance with the periods and notices recalled herein. In the absence of any requirement for Levelling Up to give notice, this e-mail is concomitant with the repudiation.

10.2 Termination

The termination of the L.UP can occur on the initiative of Levelling Up, in addition to the cases specifically found in the terms of articles of these L.UP and without prejudice to all damages and interest that could be claimed to the User, in the following cases:

- for failure by the User to comply with any of its obligations or commitments under these L.UP, notably in case of failure to comply with its obligations under the articles "Description of the Services", "Terms of use of the Site and Services", "Terms of use of the Personal Space", "Financial conditions" and "Respective obligations of the Parties", seven (7) days after the User has been given a formal notice to comply with its obligations and/or commitments which has remained unsuccessful;
- should the User not comply with the demands of Levelling Up within the time limit indicated by the latter in the hypotheses mentioned in the article "Suspension of the Personal Space", seven (7) days after the notification to the User of a formal demand to comply which has remained unsuccessful;
- in case of a material breach on the part of the User that entitles Levelling Up to terminate the L.UP without notice and without prior formal demand, while specifying that in such a hypothesis, Levelling Up can terminate these L.UP by means of simple information sent by electronic mail to the e-mail address provided by the User in her/his Personal Space. For this reason, the following notably constitute material breaches on the part of the User that entitle Levelling Up to terminate the L.UP without notice:
 - the fact that a User registers in the name of another person in order to circumvent a ban on creating a Personal Space;
 - the fact that a User provides false, inaccurate, outdated, obsolete or incomplete information (for example, information on her/his identity or contact details), or that s/he fails to update some of this information, or that s/he communicates false documents (e.g. a copy of a letter, a copy of a document or a copy of a document);
 - the fact that a User refuses to accept the modified L.UP by requesting the deletion of her/his Personal Space;
 - the use of the Site and/or the Services, voluntarily or not, for illicit or fraudulent purposes or activities;
 - the non-payment by the User of Transaction Fees owed to Levelling Up (or to a partner of the latter);
any other serious breach of these L.UP or of applicable laws and regulations.

The notices indicated in this article are sent by Levelling Up by electronic mail to the e-mail address provided by the User in her/his Personal Space, and make reference to this article. Levelling Up will then inform the User, by the same means, of the actual termination of the L.UP. In the absence of an obligation for Levelling Up to provide the User with prior formal notice, an e-mail will nevertheless be sent to the latter in order to inform her/him of the termination of the L.UP.

10.3 Consequences

In case of termination or repudiation of these L.UP within the framework of this article "Repudiation - termination", Levelling Up will close and delete the User's Personal Space according to the provisions of the article "Closing and deletion of the Personal Space" hereof.

Clauses that by their nature or purpose must continue beyond the end of the L.UP will continue and remain applicable after the end of the L.UP, until the end of their respective individual purpose, unless a specific term is indicated in the L.UP.

11. Personal data and cookies

Levelling Up is the data controller in respect of a User's personal data. Personal data may be processed through the Site. By creating an account, the User is deemed to have accepted and consented to the processing of his or her personal data in accordance with Levelling Up's privacy policy. Please [click here](#) to access the Levelling Up "privacy policy".

Cookies and other tracers or similar technologies may be installed and/or read in the User's browser or terminal when visiting the Site. Please [click here](#) to access the Levelling Up "cookie policy".

12. Intellectual Property

These L.UP do not entail any transfer, concession or licence of intellectual property rights or sui generis right of the database producer for the benefit of the User.

The overall Site, as well as each of the elements comprising it taken independently, notably the programs and developments, its structure, and the contents including data, texts, fixed or animated images, logos, sounds, graphics, photographs, files, are the exclusive property of Levelling Up or of third parties that have provided it or conceded the right to exploit them.

Any representation or reproduction, total or partial, of the Site or of any of its elements without the express authorisation of Levelling Up is prohibited and would constitute an infringement and/or an act of unfair competition or parasitism. In any case, on any representation or reproduction authorised by Levelling Up of all or part of the Site or the elements that comprise it, the words "Copyright 2022 Levelling Up - all rights reserved" must appear.

The databases present on the Site are protected by intellectual property and any extraction or reuse of qualitatively or quantitatively substantial content of the databases is prohibited and subject to penalty.

The brands and logos appearing on the Site are trademarks registered by Levelling Up or by third parties. Any reproduction, imitation or use, total or

partial, of these distinctive signs without the express authorisation of the owner of the rights or in violation of intellectual property rights results in liability on the part of their author.

The other distinctive signs, notably the corporate names, commercial names, signs, domain names reproduced on the Site are the property of Levelling Up or of third parties, and any reproduction thereof without express authorisation of the owner of the rights is likely to constitute identity theft that results in liability on the part of its author.

13. Evidence agreement

13.1 Computer traces

The User acknowledges that the Site or the tools implemented on the Site, and notably as part of the User's Personal Space or the Services, allow for the traceability of certain completed actions and operations (notably the traceability of the Transactions performed or the acceptance of the L.UP), as well as the delivery of certain notifications and certificates, notably for reasons of security and evidence. These traceability procedures generate computer traces or event logs (hereinafter "Computer Traces").

The User acknowledges that the Computer Traces generated by the Site, as well as their possible reproduction on a paper or electronic medium, allow proof of the use of the Site, the Personal Space and the Services, and notably proof of the completion of a Transaction, the publication of content, the input of information, the delivery of information or consent / acceptance.

13.2 Electronic writings

The User formally acknowledges that exchanges with the company may take place by any means, notably by electronic message sent to the e-mail address mentioned in the Personal Space or mentioned in the User's correspondence, or by means of all documents and other electronic writings resulting from the use of the Services, notably Computer Traces, and more generally resulting from the execution of these L.UP, as well as those accepted or signed electronically (hereinafter the "Electronic Writings").

The User recognises that the Electronic Writings provide valid proof of a fact or the content of the exchanges, and that in general any trace or any computer and/or electronic document emanating from Levelling Up, from the Site, from the Personal Space or from the use of the Services serves as proof between the Parties.

The User also acknowledges that the Electronic Writings:

- constitute original documents between the Parties;
- are proof between the Parties of the medium and the content that they represent;

- justify the possibly resulting consequences and operations (for example, proof that an action - including a Transaction or an acceptance for example - has been performed via the Site or the Personal Space by means of Computer Traces);
- provide proof of the dates and times associated with the Electronic Writings;
- are admissible as evidence in a court of competent jurisdiction.

In any event, the User formally waives the right to claim the nullity, non-application, lack of legal evidential value or non-enforceability of the Electronic Writings on the grounds that they are issued by Levelling Up, the use of the Site, the Personal Space, the Services or the Computer Traces, or that they are in electronic form.

No fault on the part of the User in the management of delegations of powers will be enforceable against Levelling Up in order to set aside the legal value of the Electronic Writings.

13.3 Retention and archiving

The Parties will be personally responsible for the preservation and archiving of the Electronic Writings.

Each Party will use the means and procedures that it deems necessary for preservation and archiving purposes. It is the User's responsibility to seek information on this matter from archiving professionals and to take all appropriate measures.

For your information, the company will keep a record of the User's execution of each Transaction and the related acceptance of these L.UP for a period of five (5) years from the execution of the Transaction, and while guaranteeing access to it at any time during this same period.

These elements are retained by the company in electronic format. These elements are an integral part of the Electronic Writings. The User may access them by sending an e-mail request to info@earn.games.

14. No right of cancellation

No right of cancellation may be exercised in respect of the Transactions and Services included in these L.UP.

15. Absence of legal guarantee of conformity and guarantee of defects in goods sold

No legal guarantee of conformity applies to the Services and to these L.UP.

No guarantee for defects in the goods sold will apply to the Services and these L.UP.

In this respect, it is specified for all practical purposes that the use of the terms Sale/sale/sell and Purchase/purchase/buy, and certain associated terminology,

within the framework of these L.UP or on the Site, notably to designate certain transactions or actions, is purely explanatory and descriptive. The use of these terms is without prejudice to the legal characterization of the transactions and actions indicated in these terms under any applicable provisions. In any event, under the terms of these L.UP, Levelling Up concludes with the Users a contract of services and not a contract of sale.

16. Miscellaneous

16.1 Force majeure and unpredictability

16.1.1 Force majeure

The User and Levelling Up cannot be held responsible with regard to the other in case of non-performance of their obligations under these L.UP resulting from a case of force majeure, while specifying that force majeure is defined as an event escaping the control of the debtor of an obligation, that could not be reasonably foreseen during the conclusion of the L.UP and the effects of which cannot be avoided by appropriate measures, and that prevents the execution of its obligation by the debtor. By express agreement, all events usually recognised as such by case law are considered as force majeure.

By express agreement between the Parties, the following constitute force majeure:

- the theft of assets, notably of Digital Assets, of which Levelling Up or one of its partners would be the victim, by any means whatsoever;
- absence of energy supply, including power cuts or failures;
- disruption of private or public communication networks, including total or partial shutdown of the Internet;
- hacking that notably makes it impossible for Levelling Up and/or its partners to restore the Services in question;
- bad weather and climatic events (storm, hail, lightning, hurricane, etc.)
- natural disasters, earthquakes, floods, water damage;
- magnetic fields;
- falling aircraft;
- acts of terrorism;
- war, riot, armed conflict, fire, explosion, internal or external strikes, lock out, occupation of the premises of Levelling Up;
- legal or governmental restrictions, legal or regulatory modifications to the forms of marketing;
- accidents of any kind;
- epidemics, pandemics, diseases affecting more than 10% of Levelling Up's staff members or people working for Levelling Up (including for example Levelling Up's internal or external consultants, or staff members

or internal or external consultants of an entity of the group of companies to which Levelling Up belongs) within a period of two consecutive months;

- blocking of roads and impossibility of obtaining supplies;

that prevent a Party from the normal performance of its obligations under the L.UP.

16.1.2 Unpredictability

Levelling Up draws the attention of the User to the risks inherent in any economic operation, notably to any Transaction involving Digital Assets. Use of the Services by the User implies acceptance of these risks. In this respect, any financial losses suffered by the User and resulting from the use of the Services will not constitute a situation of unpredictability and will not give rise to the right to take advantage of any legal or regulatory provisions that may be applicable to such a situation, which the User formally acknowledges and accepts. The same applies more generally in the event that the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the L.UP, even if their execution proves excessively burdensome, with the User agreeing to bear all economic and financial consequences and in this case to waive the possibility of claiming any legal or regulatory provisions that would be applicable to such a situation of unpredictability.

16.2 Non-waiver

The fact that one of the Parties tolerates a situation, for example the fact of not taking advantage of the application of certain provisions of the L.UP or of certain legal or regulatory provisions, whatever the frequency and duration, cannot be considered as a modification of the L.UP nor have the effect of granting acquired rights to the other Party.

Moreover, such tolerance by one of the Parties, even if repeated, will not constitute or be interpreted as a waiver by the latter with regard to asserting or exercising the rights in question or to availing itself of any of the provisions of these L.UP.

16.3 Interpretation

In case of interpretation difficulties resulting from a contradiction between any of the headings appearing at the start of the articles and any of the articles, the headings will be declared non-existent.

16.4 Partial nullity

If one or more provisions of the L.UP are found to be null and void, invalid, illegal or inapplicable or declared as such, in application of a law, a regulation or following a final decision of a court or competent authority, the other provisions will remain applicable and will retain all of their force and scope.

16.5 Independent co-contractors

The Parties acknowledge that they are each acting on their own behalf as independent Parties and as independent co-contractors, and that these L.UP will not be interpreted in any other way.

16.6 Subcontracting

For the purposes of the execution of the L.UP and notably in order to supply the Services, Levelling Up will be able to have recourse to subcontractors, while specifying that Levelling Up will remain, with respect to the User, responsible for the execution of the L.UP in accordance with the terms and conditions of the L.UP.

16.7 Assignment

The User's Personal Space may not be assigned or transferred to a third party, and the User may not assign or transfer the L.UP, or any of her/his rights and obligations under the L.UP, to a third party.

The User formally agrees, in advance, that Levelling Up can assign or transfer to a third party the L.UP or all or part of its rights and obligations under the L.UP, without notice or prior information for the User.

16.8 Calendar days

Unless otherwise stated, the periods and times indicated in these L.UP are in calendar days.

17. Language - Applicable law and jurisdiction

These L.UP are written in English. If they are translated into one or more foreign languages, only the English text will be deemed authentic in case of a dispute.

THE SITE IS GOVERNED BY THE LAWS OF THE BRITISH VIRGIN ISLANDS.

THESE L.UP AND THE RELATIONSHIP BETWEEN Levelling Up AND THE USER ARE ALSO GOVERNED BY THE LAWS OF THE BRITISH VIRGIN ISLANDS.

IN CASE OF DISPUTE AS TO THE INTERPRETATION OR EXECUTION OF THE L.UP, THE PARTIES WILL MAKE EVERY EFFORT TO FIND AN AMICABLE SOLUTION. IN THE ABSENCE OF AN AMICABLE RESOLUTION, THE COURTS OF THE BRITISH VIRGIN ISLANDS HAVE SOLE COMPETENCE TO HEAR DISPUTES ARISING FROM THE APPLICATION OF THESE L.UP OR RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THE SITE.

THESE PROVISIONS RELATING TO THE APPLICABLE LAW AND THE COMPETENT JURISDICTIONS ARE APPLICABLE SUBJECT TO THE IMPERATIVE PROVISIONS THAT WOULD HAVE TO BE APPLIED.

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