

TERMS AND CONDITIONS

SECTION 1. DEFINITIONS. TERMS and CONDITIONS ACCEPTANCE

1.1. Here in the following definitions are used:

“**Crypto-Bike**” or the “**Company**” or the “**Website Owner**” – means Crypto-Bike .

- “**You**” or “**User**” means a person, who uses the Website;
- “**Website**” means the website: Cryptobike.org, game web site, marketplace - soon update;
- “**Services**” means services provided by the Company through the Website;
- “**Subscription**” means one of the Services as defined in Section 4. hereof;
- “**Game**” means an electronic video game;
- “**In-game item**” means digital or Blockchain-based items, NFT that exist in digital form and designated for use in Games or otherwise utilized, or have a memorable and collectible nature and properties or which value is inherently subjective.

1.2. These Website Terms of Use (hereinafter referred to as the “Terms” or “Terms of Use”), including any and all accompanying documents, constitute a legally binding agreement between You and Crypto-Bike.

1.3. You must carefully read and comply with these Terms.

1.4. By using the Website, You are confirming that You have fully read, understood and irrevocably accepted these Terms. If You do not agree with these Terms in general or any part of them, You are not permitted to use the Website and any associated Services.

SECTION 2. GENERAL PROVISIONS

2.1. These Terms and any accompanying documents are effective and binding on You whenever You use the Website.

2.2. You acknowledge and accept that these Terms and any accompanying documents and/or the Website are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Crypto-Bike's sole discretion. Your continued use of the Website after any amendments or alterations of these Terms, any accompanying documents and/or the Website shall constitute Your consent and acceptance of any such changes, modifications, amendments, alterations or supplements. The date of the most recent amendments and alterations will be indicated at the top of these Terms.

2.3. You acknowledge and accept that the Website Owner reserves the right at any time, in its sole and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.

2.4. By using the Website, You covenant, represent, and warrant that (under the Applicable Law and law of Your country of residence) You are of an age of majority in the jurisdiction where You are a resident (at least 18 years of age), and are fully able and legally competent to use the Website, and in doing so will not violate any other agreement to which You are a party.

2.5. By using the Website, You also covenant, represent, and warrant that (under the Applicable Law and law of Your country of residence):

- *You have all necessary and relevant experience and knowledge to deal with digital items and/or Blockchain-based systems, have a full understanding of their framework, are aware of all the merits, risks and any restrictions associated with digital and cryptographic assets (including their purchase and use) and Blockchain-based systems, as well as the necessary and relevant expertise and knowledge to purchase, use and manage them, and are solely responsible for any evaluations based on such knowledge;*
- *If You are a corporation, governmental organization or other legal entity, You have the right, power and authority to act on behalf of such corporation, governmental organization or other legal entity and bind them to these Terms;*
- *You will not use the Website for any illegal activity and You are not engaged in any illegal activity;*

- You solely control Your credentials (email address, password or other information provided for the purpose of the Website use) and do not act on behalf of any third party.

2.6. The pages of the Website may contain services of the Company's partners, vendors, game developers, etc. and/or links to or from third-party websites and services. Such services and/or links are provided for Your convenience, but the Website Owner shall not be considered to make any recommendation or endorsement of any third party website or its content, unless expressly stated by the Website Owner. The Website Owner does not guarantee or otherwise suggest or imply the safety of any third party website or the conformity of any such third party website with Your expectations. Furthermore, the Website Owner is not responsible for maintaining any materials referenced to or from another site, and makes no warranties, recommendation or endorsement for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources. Please also note that these services may have their own policies (including respective privacy policies). We do not accept any responsibility or liability for these policies. Please check policies of such services before using these services. If You use any third party websites or services, You should read and follow their respective policies. If there are discrepancies between such third party policies and any of the Website Owner's policies, Website Owner's policies shall prevail.

SECTION 3. USER'S WEBSITE REGISTRATION AND ACCOUNT

3.1. For the purpose of proper use of the Website, You should sign up on the Website and create an individual account (the "Account") with Your respective login and password. You are given access to an Account following Your provision of all information required by the Website Owner, authorization by the Website Owner and upon Your successful creation of an Account. You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policy available on the Website.

3.2. You can sign up or log in and have further access to Crypto-Bike Account by one of the following means:

- *Via Your email and password;*
or
- *Trust wallet & MetaMask.*

3.3. For the purpose of NFT trading on the Website You agree to register by signing-in or logging-in through Your _____ account (_____ wallet). You are solely responsible for managing Your respective account and password, for keeping Your password confidential, and for restricting access to Your account. Crypto-Bike is not affiliated in any way with any blockchain currency and its affiliates.

3.4. Crypto-Bike reserves its right to prohibit without any compensations or explanations access to the Website and/or Service of any residents (a) from a country or territory that is the target of United States economic or trade sanctions, as defined at (a) acting for or on behalf of any person on the above-identified lists or the government of a country or territory that is the target of United States economic or trade sanctions; (b) being subject to any other UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or have any other affiliation to such sanctions.

3.5. You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Website Owner of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or the Website Owner may suffer as a result of Your failure to do so.

3.6. You may deactivate Your registration with the Website at any time by sending respective request in the contact form on the Website. We may terminate Your use of and registration with the Website or freeze any transactions on the Website at any time if You violate these Terms or any other Crypto-Bike policies, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.

3.7. By creating an Account, You also consent to receive electronic communications from Website Owner (e.g., via email). These communications may include notices about Your Account (e.g., password changes and other transactional information) and are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from Us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information We think will be of interest to You. You may opt out of receiving these promotional emails at any time by following the respective unsubscribe instructions.

3.8. If You are not signing-in or logging-in into Your Account within 12 consequent months, the Website Owner may suspend Your Account without any liability or further obligation of any kind whatsoever to You or any other party. Within 6 months from the date Your Account was suspended, You can request to unsuspend Your Account by sending respective request in the contact form on the Website. If You are not signing-in or logging-in into Your Account within 18 consequent months and You haven't requested to unsuspend Your Account within the given term, the Website Owner may terminate Your Account/registration with the Website with no option to restore it, without any liability or further obligation of any kind whatsoever to You or any other party and without any refunds.

3.9. To ensure the seamless access and availability of its Services to all Users of the Website, the Website Owner applies the following fair use policy to all the Website Users ("Fair Use Policy"). When the Website Owner reasonably considers that Your use of the Services is unfair, including but not limited to, exceeds the average usage, cause significant network congestion, disruption or is fraudulent, or suspicious, or a non-ordinary use, or any otherwise adversely affect the Services or the work of the Website, the Website Owner may, at its sole discretion, without notifying You in advance and without any liability to You, suspend or limit Your usage of the Service or any volume, or feature of it. The Company reserves the right to amend the terms of this Fair Use Policy from time to time. You hereby expressly acknowledge and accept the Company's Fair Use Policy.

3.10. The purchase of certain products may also require You to agree to one or more End-User License Agreements (or "EULAs") that may include additional terms set by the product supplier rather than by Us or any service provider or any Payment processors. You will be bound by any EULA that You agree to.

3.11. We and/or Users/entities that sell products on Our Website are primarily responsible for warranty, maintenance, technical or product support services for those products within the limits, set forth by these Terms and the respective functionality purpose of these products. We and/or Users/entities that sell products on Our Website are primarily responsible to Users for any liabilities related to fulfillment of orders and EULAs, entered into by the End-User customer, if We are a party to such EULAs. Payment processor is primarily responsible for facilitating Your payment.

3.12. Where possible, We will work with You and/or any User selling on Our website, to resolve any disputes arising from Your purchase, including but not limited to, unsuccessful account balance deposit. As provided in Section 13.3. and 13.6. below, for customer service inquiries or disputes, You may contact Us via Your email at info@Crypto-bike.game.

SECTION 4. SUBSCRIPTION AND CASHBACK TERMS

4.1. Users can purchase Services as a Subscription on the Website (hereinafter referred to as the “**Subscription**”). Subscription is available in various Subscription plans. Specific terms, cost and methods of purchase of specified on the Website.

4.2. For the purpose of Subscription purchase on the Website, Users can use Crypto-Bike Coin BNB Token, USDT Token and Cypto Bike token is used only on the Website for the sole purpose of Subscription purchase and is converted from Crypto-Bike Token (MTB) with the exchange rate of _____, unless otherwise provided on the Website.

4.3. Each Subscription plan provides User with a cashback option provided for purchase and/or exchange of respective In-game item on the Website (hereinafter referred to as the “**Cashback**”).

4.4. Cashback amount is defined in percent's from User's turnover of purchase and/or exchange of In-game items on the Website during the Subscription period, and is specified on the Website for each respective Subscription plan. Cashback is not applicable for the sale of In-game items on the Website.

4.5. Each Subscription plan has its respective turnover threshold available for the User. Such turnover threshold under the respective Subscription plan is specified on the Website in USD. For the purpose of turnover threshold definition the respective User's funds spent from the moment of Subscription activation for purchase and/or exchange of In-game items on the Website shall be summarized automatically.

4.6. Each Subscription plan has its period (days of expiration), being the term during which the respective Subscription plan is active and User's turnover from purchase and/or exchange of In-game items on the Website is calculated for the purpose of the Cashback. Subscription expires after specified period (as provided by the respective Subscription plan) or when the turnover threshold established for the respective Subscription is reached by the User.

4.7. The Subscription plan purchased or chosen by the User can not be canceled or prolonged. The respective Subscription plan can only expire upon ending of its term or reaching of established turnover threshold.

4.8. Upon purchase of respective Subscription, User can not purchase, upgrade or downgrade to any other Subscription until the Subscription already purchased expires or until the respective Subscription's plan turnover threshold is reached.

4.9. Cashback amounts reflected in each Subscription plan are not subject to withdrawals from the Website. User can get Cashback to its balance on the Website, but can spent such Cashback amount only for purchase of In-game items on the Website. Such Cashback amounts available are specified on the respective Subscription page of the User.

4.10. The Website Owner reserves its right to introduce additional discounts and their respective terms of use, as shall be specified on the Website (including discounts for Users, owing Crypto-Bike Founder's Mark In-game item).

SECTION 5. PAYMENTS AND FEES

5.1. Each purchase and sale transaction performed on the Website has the main fee of 3% of the total amount of the transaction. Most of the fee will be sent to the developers and copyright holders whose items are involved in the transaction (publishers and developers). The remaining element of the fee will be due to Crypto-Bike. Considering that exchange operations are the operations of instant sale and purchase of In-game items on the Website, the respective fees applicable for each of such respective sale and purchase transaction shall be applicable.

5.2. For the purpose of transactions performance on the Website Users can use US dollars (USD) BNB Token, USDT Token and Crypto Bike token.

5.3. Crypto-Bike is entitled to use third-party payment service processors for purchase, sale or exchange of In-game items by Users. The respective third-party payment processor is primarily responsible for facilitating payment of User's transactions. When You use any third-party payment processor (the "**Payment processor**") to make a purchase, sale or exchange of In-game items on the Website, responsibility over Your transaction will first be transferred to the respective Payment processor before it is delivered to You. The Payment processor assumes primary responsibility for payment and payment-related customer support. The terms between the Payment processor and Users who utilize the services offered by the Payment processor are governed by separate agreements and are not subject to the Terms on this Website.

5.4. For transactions made through a Payment processor (i) the privacy policy of the respective Payment processor shall apply to all payments and should be reviewed before making any transaction, and (ii) the Payment processor refund policy shall apply to all payments, unless notice is expressly provided by the relevant Payment processor to Users in advance.

5.5. You are responsible for payment of any fees, taxes or other costs,

associated with the conduction of transactions with Payment processors or the duties and taxes imposed by Your local authorities. The respective charged amounts shall be indicated on the respective payment page of Payment processor.

5.6. The list of available Payment processors shall be solely defined by Crypto-Bike and indicated on the Website.

5.7. Any User demanding settlement through one of the Payment processors agrees thereby for the payment to be made through websites covering the payment systems and states that he/she has read and accepted the terms and conditions available on such websites. To the extent permitted by law, Crypto-Bike shall not be liable against the Users for any problems related to payments for which the owners of such sites are responsible, in particular for any delays in processing payments or inability to process them for technical reasons. In such case the User shall contact the applicable Payment processor's site in accordance with that website's terms and conditions.

5.8. For the purpose of duly transactions performance on the Website the Users shall provide their personal and payment processing data (such as name, surname, address, copies of ID cards or other identifying documents, residence place confirmation documents, credit card identification data) to the Payment processors, including the consent for processing these data by the payment services in order to carry out the requested transactions.

5.9. You are responsible for providing Crypto-Bike and/or the respective Payment processor with valid and accurate information for making and receiving payments in compliance with the Privacy Policy of Crypto-Bike and the respective Payment processor.

5.10. Crypto-Bike accepts no liability and specifically disclaims any implied warranty to complete any transaction which cannot be cleared by its Payment processors, whether because there are not sufficient funds available on Your credit card, issues related to identity or localization or otherwise. Crypto-Bike reserves its right to verify and approve any and all transactions made by You when using the Service to ensure that they comply with this Terms and the terms imposed on the Website Owner by third party service providers. You expressly acknowledge and agree that such verifications may require You to provide Website Owner with additional personal information in order to verify and confirm Your identity and to perform verifications aimed to deter fraud and misuse of the Service, in compliance with the Website Owner's Privacy Policy. Website Owner may suspend Your Account and contact You so You can provide the Website Owner with additional information required to process the respective payments. Such suspension shall not relieve You from Your obligation to pay any fees incurred due to processing of transactions.

5.11. The payment transactions may be delayed while the Payment processor validates Your compliance with these Terms and other applicable policies. You agree not to initiate any claim and dispute procedure with third parties regarding payment and receipt of virtual items.

5.12. Crypto-Bike or respective Payment processors are entitled to set forth the maximum daily transactions limitations on the Website due to regulatory issues. By using the Website You expressly agree with such limitations.

5.13. When dealing with Payment processors Crypto-Bike shall act in full compliance with respective legal requirements of Payment processors' country of residence or operations (including, in compliance with legislation of EU-member countries, such as Cyprus and others).

5.14. You are responsible for any fees, taxes or other costs associated with the purchase and delivery of Your items resulting from charges imposed by Your relationship with payment services providers or the duties and taxes imposed by Your local customs officials or other regulatory body.

5.15. Being an In-game items marketplace, Website and Website Owner does not provide any crypto-fiat, fiat-crypto or any other currency exchange services and does not act as such exchange. To perform transactions with In-game Items on the Website, we set forth the respective funds deposit and withdrawal limitations that follow, and which are mandatory for all Users.

SECTION 6. REFUND POLICY

6.1. There are no refunds when We terminate Your use of and registration with the Website or freeze any transactions if You violate these Terms or any other Crypto-Bike policies.

6.2. Crypto-Bike does not assume any liability and does not refund with regard to any transactions on purchase, sale or exchange of In-game items on the Website.

6.3. Before making any transaction on deposit or withdrawal You should review the Payment processor's refund policy which shall apply to all payments through such Payment processor.

6.4. Any fees and transaction commissions paid by the Users are non-refundable and non-returnable. Due to the commission being non-refundable and non-returnable, a User is not entitled to claim any

compensation from Crypto-Bike.

6.5. If a User's Account is terminated or suspended by Crypto-Bike, any balance on said Account may be forfeited.

SECTION 7. FUNDS DEPOSIT AND WITHDRAWAL RULES

7.1. Deposit rules:

Deposit of Coins: You can deposit \$100 on Your Crypto-Bike Account without KYC procedure completion.

If You deposit BNB Token, USDT Token and Cypto Bike token to Your Crypto-Bike Account You will not be able to withdraw or refund them. Deposited BNB Token, USDT Token and Cypto Bike token can be spent only for the purchase of Subscription on the Website.

Deposit of USD: You can deposit not less than 100 USD on Your Account. If You intend to deposit funds through VISA/Mastercard, You will have to complete KYC procedure. It needs to be completed just once.

If you deposit USD to Your Account You won't be able to withdraw them. You can withdraw only those USD funds that were gained during sale or exchange of In-game items.

7.2. Withdrawal rules:

Withdrawal: You cannot withdraw or refund from Your Crypto-Bike Account.

Withdrawal of USD: You can withdraw not less than 100 USD from Your Account. If You intend to withdraw more than 200 USD (exclusive) from Your Account, You will have to complete KYC procedure.

If you deposit USD to Your Account You won't be able to withdraw them. You can withdraw only those USD funds that were gained during sale or exchange of In-game items.

General terms of withdrawal: Under normal circumstances withdrawal from Your Account will be completed within the term of up to 24 hours during business days (meaning a day other than a Saturday or Sunday). Delays can occur during funds withdrawal. If You intend to withdraw more than 99.99 USD from Your Account delays up to 48 hours can occur during funds withdrawal.

7.3. Any transactions of deposit and withdrawal by any person from the Russian Federation and the Republic of Belarus are prohibited. Any transactions of deposit from or withdrawal to the bank card or bank account opened: (i) by any person from the Russian Federation and the Republic of Belarus, and/or (ii) by any person with any bank or financial institution located and/or operated in the Russian Federation and/or the Republic of Belarus may be suspended/frizzed by the Website Owner. Any balance on the Account of such User may be blocked/forfeited.

SECTION 8. OBLIGATIONS CONCERNING TRANSACTIONS PERFORMED THROUGH THE WEBSITE

8.1. The Website is not an online shop, but merely an online platform where Users may conduct transactions with In-game items between them.

8.2. Any offers and sales of In-game items performed through the Website are made between the respective selling and purchasing Users, while Crypto-Bike only facilitates such transactions by means of establishing and maintaining the Website's functionalities and provides certain additional services to the Users aimed at improving safety, speed and certainty of the transactions.

8.3. These Terms or any other documents of the Website Owner do not and will not determine any conditions specific for transactions and contracts being concluded between Users concerning selling, purchase or exchange of In-game items through the Website. Crypto-Bike does not acquire any ownership or any other proprietary rights concerning the objects of such transactions.

8.4. Users are personally responsible for observing all the terms and conditions of transactions conducted on, via or as a result of using the Service. The Website Owner is not a party to any agreement or legal relations between the Users performing transactions on the Website. Specifically, the Website Owner is not a party to any act of sale, purchase or exchange and is not liable as such, and not liable for failure to perform or improper performance of any commitments of the Users.

8.5. The Users, purchasing or exchanging In-game items from selling (exchanging) Users through the Service confirm that they are not VAT taxpayers. When such Users become or already are the VAT taxpayers, they are obliged to notify the selling (exchanging) User respectively and provide the latter with all the data required to issue a VAT invoice.

8.6. The Users selling or exchanging In-game items through the Website hereby agree and acknowledge that they are solely responsible for paying any applicable VAT or similar tax liabilities in compliance with the applicable laws, resulting from the sale or exchange of In-game items to purchasing Users made through the Website.

8.7. Whenever Crypto-Bike provides Services to any User who is considered to be an entrepreneur under the legislation of his/her country of residence, that person acknowledges and agrees to account for any GST/VAT due via the applicable Reverse Charge Mechanism (such as in Albania, Australia, Bangladesh, Belarus, Canada, European Union, Ghana, Iceland, India, Japan, New Zealand, Norway, Serbia, Singapore, South Africa, South Korea, Switzerland, Taiwan, Turkey or Thailand).

8.8. The Users are particularly responsible for paying any due taxes (including VAT from sale or exchange of In-game items through the Service), fees or other due amounts required in connection with the agreements they have concluded between each other (including issuing any invoices and provision of any reporting documentation). The Website Owner in any case is not liable for settling above fees and taxes and for any filing obligations of the Users.

8.9. In any sales of In-game items to Users through the Website shall be performed by Crypto-Bike, the applicable GST/VAT shall be added to the sales price, paid and/or withhold in compliance with the relevant taxation rules.

8.10. Crypto-Bike acting for the sole purpose to protect Your interests as seller and purchaser of In-game items through the Website directly to Users, introduces following additional rules and restrictions on the Website:

8.10.1. *When You are acting as the seller: after You receive the request for creating trade and accepting trade, You have 12 hours to transfer In-game item(s) from such trade to the purchaser's (User's) inventory. If You fail to do so or decline trade on Steam, or create counter-offer(s) on Steam, or if there is a failure to reserve sell offer due to In-game item absence on Your Steam account within 12 hours, the following restrictions shall be applied to You by the Website Owner: (i) all Your direct sell offers shall be cancelled or removed from sale but You will be allowed to complete all «Processing» of direct sale transactions, and (ii) You will not be allowed to put any In-game items on sale directly to Users for 3 (three) calendar days.*

8.10.2. *When You are acting as the purchaser: after You accepted trade offer You have 12 hours to complete trade offer. If You fail to do so or decline trade offer on Steam, or accept counter-offer(s) on Steam within 12 hours, the following penalties and restrictions shall be applied to You by the Website Owner: a) penalty in the amount of 2% of the failed trade offer(s)' price will be withdrawn from Your balance account and credited*

to the balance account of the seller of the mentioned trade offer(s) as compensation for the failure to complete trade. In any case, the amount of such penalty shall be not less than USD0.01.

SECTION 9. AML & KYC POLICIES

9.1. At Crypto-Bike we strictly follow and pay special attention to international Anti Money-Laundering (AML) and Know-Your-Customer (KYC) standards, applying FATF and BSA recommendations. We do this to evaluate the transactions performed by the Users at our Website to prevent money laundering or any other illegal activities.

9.2. Unless specifically prescribed in these Terms or additionally notified to Users by the Website Owner, AML and KYC procedures are applied to all transactions performed by the Users on our Website, in particular to:

- *Deposits;*
- *Withdrawals;*
- *Deposit and Withdrawal history;*
- *In-game items trades & exchanges.*

9.3. The AML and KYC procedures applied by Crypto-Bike include the following:

- *Verification of Users' identity by the means of requesting identification data and documents;*
- *Verification of Users' source of funds;*
- *Verification of Users' country of residence;*
- *Verification of Users' transaction purposes;*
- *Verification of fair trading by the Users on the Website;*
- *Other actions aimed to prevent potentially risky or illegal operations on the Website.*

9.4. During performance of AML and KYC procedures by Crypto-Bike Users might be requested to provide information and documents, including, but not limited to the following:

- Your first and last name;
- Your date of birth;
- Your document ID number;
- Country, city, street and postal code of Your residence;
- Copy of Your ID document, containing valid identification information about You;
- Copy of You, holding Your ID document;
- Copy of Your payment order document (utility bill, bank documents, etc.);
- Collection and processing of the abovementioned data and documents is subject to our Privacy Policy.

9.5. We may use Your personal data and other information We collect to detect, investigate and prevent fraudulent transactions and other illegal activities, develop new products and services and to verify compliance with the Website Terms of Use.

9.6. Crypto-Bike has the right to establish AML and KYC procedures at its own discretion (including, but not limited to application of transaction limitations). These procedures might be amended from time to time by Crypto-Bike without additional notice to Users to follow internationally applicable standards and rules and prevent any fraudulent or illegal activity.

9.7. You should note that in addition to AML and KYC verification, Crypto-Bike has the right to execute EDD (Enhanced Due Diligence) of its Users and transactions performed by them on the Website, and request additional information from a User, to verify the source of funds and their owner. In this case Users might be requested to provide additional documents as shall be set forth by Crypto-Bike (including, but not limited to declaration of the source of funds).

9.8. If You do not provide us with any of the requested data and documents, You may not be able to use the Website properly.

9.9. Crypto-Bike has the right to suspend and/or block any Account of the User, and/or block respective User's transactions, and/or remove respective User's In-game items from sale on the Service, and/or suspend any applicable User's Subscription without any prior notification, and/or request of additional verification data if the respective User's activity appears suspicious and/or if the User is prohibited to access to the Website and/or use Service as indicated in Section 3.6 above.

9.10. *The list of suspicious activities is set forth solely by Crypto-Bike and includes, but not limited to the following:*

- *User appears on a list of sanctioned individuals or entities as maintained by OFAC;*
- *User exhibits unusual concern for secrecy, particularly with respect to his/her identity or background, or refuses to provide the requested documentation during conduction of AML/KYC procedures;*
- *Upon request User refuses to identify or fails to indicate a legitimate source of his/her funds and other assets or identifies a source that is fictitious, false, misleading or substantially incorrect;*
- *User presents unusual or suspicious identification documents that cannot be readily verified;*
- *User uses the Service or Account to perform money transmission and/or exchange, and/or cash-out operations;*
- *For no apparent reason, User opens multiple Accounts under a single name or uses multiple names for the same person to open Accounts;*
- *User or a person associated with the User has a questionable background (including prior criminal convictions) or is the subject of news reports indicating possible criminal, civil or regulatory violations;*
- *User puts In-game items on sale for a price that exceeds the average market price for more than 100%;*
- *User violates established transaction limitation rules;*
- *User breaches these Terms or the Website Owner believes User has committed or intended to commit fraud, negligence or other misconduct.*

9.11. Crypto-Bike shall not be liable to any User for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software and/or In-game items (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise) resulting from blocking or suspension of User's Account and/or respective User's transaction, and/or User's Subscription, and/or termination of User's use of and registration with the Website, and/or debiting of the balance on such User's Account and/or removal of respective User's In-game items from sale on the Service due to alleged violation of the established Crypto-Bike's AML/KYC policy or these Terms, or Crypto-Bike's policies by the User.

SECTION 10. INDEMNIFICATION

10.1. To the extent permitted by Applicable Law, You shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

10.2. You shall not have any claim of any nature whatsoever against the Website Owner for any failure by the Website Owner to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to Crypto-Bike, any economic instability, any advances in quantum computing or cryptography that impact Blockchain immutability, any malfunction, breakdown or abandonment of Blockchain-based protocols, accidents of any kind, any default or delay by any sub-contractor or supplier of Ours, riot, any political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by the Website Owner, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond Our absolute and direct control.

SECTION 11. LIMITATION OF LIABILITY

1.1. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, neither the Website Owner nor its affiliates shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise) resulting from:

- *the use of, inability to use, or availability or unavailability of the Website or the material, information, software, facilities, services or content on the Website;*

- any illegal or unauthorized use of the Website;
- Your purchase of BNB Token, USDT Token and Crypto Bike token funds or Your use of them;
- any change of the value of BNB Token, USDT Token and Crypto Bike token funds, any other currency, cryptocurrency or virtual currency;
- any illegal or unauthorized use of the Website or purchase or use of BNB Token, USDT Token and Crypto Bike token funds;
- the resale or exchange or attempted resale or exchange of BNB Token, USDT Token and Crypto Bike token funds for any fiat currency or asset;
- the product failing to be suitable for the special or particular purpose You intend, or the failure of any services on or related to the Website, including assets or platforms or the information, images or audio contained or related to the Website; and
- the Website being infected with any malicious code or viruses.

11.2. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning Your use of the Website.

11.3. The Website owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Your use of the Website and its services, assets or platforms, and any information, images or audio contained or related to the Website is at Your own risk.

11.4. If Applicable Law or the law of Your country of residence does not permit all or any part of the above limitation of liability or exclusion of warranties or disclaimer of implied terms in contracts to apply to You, the limitations, exclusions and disclaimers will apply to You only to the extent permitted by Applicable Law.

11.5. It is possible that due to a number of reasons outside of the Website Owner's control, including but not limited to, changes in regulatory or intellectual property law, technological advancements, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of Crypto-Bike, Blockchain-based technology, and other related technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments.

11.6. The Website is currently under development and may undergo significant changes. Any expectations regarding the form and functionality

of the Website held by You may not be met for a number of reasons including a change in the design and implementation plans and execution of the implementation of the Website.

11.7. Despite Website Owner's good faith efforts to exclude any viruses from the Website and secure the network and technologies interacting with the Website, it is possible that one or more third-parties can or will introduce malicious code or other viruses into the open-source software and code underlying the Website and/or create, undercover or exploit weaknesses in the security of the cloud-based services used by the Website Owner. Such events may impact the continued development, deployment or operation of the Website.

11.8. There are risks associated with using the Website, including, but not limited to, the failure of hardware, software and Internet connections. The Website Owner is not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any disruption, distortion or delay in its delivery or receipt, however so caused.

11.9. Security measures have been implemented to ensure the safety and integrity of any of the services related to the Website. However, despite this, You acknowledge that information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

SECTION 12. INTELLECTUAL PROPERTY RIGHTS

12.1. Any trademarks, logos, skins, artworks and other objects of intellectual property (either registered or unregistered), represented on the Website, belong to their respective owners and there are no implied licenses to use them, unless otherwise stipulated by the respective owners. The mentioned objects may not be copied or imitated in whole or in part, without the permission of the applicable owner. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by the Website Owner. Thus, the Website Owner accepts no responsibility or liability whatsoever with regard to the information (including images, logos, skins, trademarks, slogans, etc.) about its activities or about third parties' activities published on this Website.

12.2. The Crypto-Bike logo and any Crypto-Bike product or service names, logos or slogans that may appear on the Website or service are trademarks of the Website Owner or Our affiliates and may not be copied, imitated or

used, in whole or in part, without Our prior written permission. You may not use any metatags or other “hidden text” utilizing “Crypto-Bike” or any other name, trademark or product or service name of Us or Our affiliates without Our prior written permission. In addition, the look and feel of the Website and its content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of the Website Owner and may not be copied, imitated or used, in whole or in part, without Our prior written permission.

SECTION 13. MISCELLANEOUS

13.1. Termination and Suspension. Notwithstanding anything contained herein, the Website Owner reserves the right, without notice and in its sole discretion, to terminate these Terms, suspend Your right to access the Website, and delete or deactivate Your Account or Subscription and all related information and files in such Account or Subscription without liability to You, including (but not limited to) in case of Your breach of these Terms or if the Website Owner believes You have committed fraud, negligence or other misconduct. You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon the Website Owner's termination of these Terms or suspension of Your access to the Website. In the event of any Force Majeure Event (as defined in «Miscellaneous» Section), breach of this Agreement, or any other event that would make the provision of services commercially unreasonable, the Website Owner may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of its services or the Website.

13.2. Assignment. The Website Owner may, at its sole discretion, assign any of its rights and/or delegate its duties (including, but not limited any and all intellectual property rights for all the intellectual property rights objects created during or referring to the Website) to any third party at any time. You may not assign Your rights or delegate Your duties as Website User and any assignment or delegation without the previous written consent of the Website Owner shall be null and void.

13.3. Communication and Notices. Any communication concerning these Terms execution and/or violation should be conducted only via Your email and through the Website Owner's contact form on the Website. Your official email for communication shall be deemed the email specified by You during the Account registration process. The one and only language of the communication shall be English. The Website Owner may provide any notice to You under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with Your

Account. Notices the Website Owner provides by posting on the Website will be effective upon posting and notices Website Owner provides by email will be effective when such email is sent. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when Website Owner sends such email, whether or not You actually receive or read the email.

13.4. Further Assistance. You shall cooperate with and assist the Website Owner in connection with any investigation, examination or enquiry by any government entity. You shall promptly provide the Website Owner with any documents, certification, record or other information it may request in connection with such investigation, examination or enquiry.

13.5. Force Majeure Events. Website Owner shall not be liable for any loss or damage arising from any event beyond its reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond its reasonable control (each, a «**Force Majeure Event**»).

13.6. Applicable Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of t_____. To resolve any dispute, controversy or claim between them arising out of or relating to these Terms, or the breach thereof, the parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other party. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all parties during such period, then the parties hereby (a) irrevocably and unconditionally agree to submit the respective claim to jurisdiction of the state courts of _____ or to the jurisdiction of the _____ Court for the District of _____ for the purpose of any suit, action or other proceeding arising out of or based upon these Terms, (b) agree not to commence any suit, action or other proceeding arising out of or based upon these Terms except in the state courts of _____ or the _____ for the District of _____, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that these Terms or the subject matter hereof may not be enforced in or by such court. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the Website Owner and published from time to time on the Website), without regard to conflict of law rules or principles. The

language of the proceeding shall be English.

