

TERMS AND CONDITIONS

Please read these terms of use carefully before using this website and apps

These terms of website use, as amended from time to time ("**Terms**"), set out the rules for accessing and using our website: www.bitcat.com or apps. By accessing or using them, you will be bound by these Terms and all terms incorporated by reference. If you do not agree to these Terms, you may not access or use them.

Bitcat is a distributed game running on Binance Smart Chain, using specially developed Smart Contracts to enable users to play our games. It also enables users to own digital assets like skins. Using our products users can interact view their assets and use the Smart Contracts where they can view their assets and use the Smart Contracts to acquire Bitcat Tokens and battle with other users.

By accessing and using our products you are confirming that you have read, understand these terms, and agree to be bound by all of these terms of use.

We reserve the right to amend or update these Terms and/or the Privacy Policy from time to time. Any such change will take effect upon posting the updated Terms to this Website and apps. It is expressly established that the continuity in the use of the the products by the users - after publishing any modification of these Terms on the Website –will be deemed as acceptance of the new Terms. Every time you wish to access or use our Website or apps, please check these Terms to ensure you understand the terms that apply at that time. These Terms were most recently updated on the date stated at the top of these Terms.

The information on the Site, the App, and the Smart Contracts are not intended for distribution to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, any persons who access the Site and/or the App while breaking their local laws are doing it on their own initiative and will have to deal with the consequences when applicable.

1. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and the App and the Smart Contracts are our proprietary property and all source code, database, functionality, software, website design, audio, video, text, photographs, and graphics on the Site and the Apps (collectively, the "Content") and trademarks, service marks and logos contained therein (the "Marks") are owned, controlled by us or licensed to us, and are protected by copyright and trademark laws. Except as expressly provided in these Terms of Use, no part of the Site, the App and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

2. USER REPRESENTATIONS

By using the Site, the App and the Smart Contracts, you represent and warrant that: (1) all registration information you submit will be true, accurate, and current;

(2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you will not access the Site, the App and the Smart Contracts through automated and non-human means, whether through a bot, script or otherwise. (5) you will not use the Site, the App, and the Smart Contracts for any illegal and unauthorized purpose; and (6) your use of the Site, the App, and the Smart Contracts will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site, the App, and the Smart Contracts (or any portion thereof). (7) you, as Bitcat token owner, are responsible for the actions of players using any Bitcat tokens you own that play on your behalf, and that their actions can have consequences for any connected accounts that you own. (8) Bitcat or third-party providers we work with, may store the personal data mentioned at the beginning.

Bitcat reserves the right to choose which markets and jurisdictions to conduct its business and may restrict or refuse, at its sole discretion, the provision of Bitcat products in certain countries or regions.

3. USER REGISTRATION

You may be required to register with the Site, the App, and the Smart Contracts. We reserve the right to remove, reclaim or change a nickname you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

4. PROHIBITED ACTIVITIES

You may not access or use the Site, the App, and the Smart Contracts for any purpose other than that for which we make the Site, the App, and the Smart Contracts available. The Site, the App, and the Smart Contracts may not be used in connection with any commercial endeavors except if agreed to in a binding legal contract with us.

- Make any unauthorized use of the Site, the App and the Smart Contracts, including collecting nicknames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site, the App and the Smart Contracts to advertise or offer to sell goods and services.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, the App and the Smart Contracts, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site, the App and the Smart Contracts and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Site, the App, and the Smart Contracts.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information.
- Make improper use of our support services or submit false reports of abuse or misconduct.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site, the App, and the Smart Contracts or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the nickname of another user.
- Sell or otherwise transfer your profile.
- Use any information obtained from the Site, the App, and the Smart Contracts in order to harass, abuse, or harm another person.
- Use the Site, the App, and the Smart Contracts as part of any effort to compete with us or otherwise use the Site, the App, and the Smart Contracts and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site, the App, and the Smart Contracts.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site, the App, and the Smart Contracts.
- Harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site, the App, and the Smart Contracts to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site, the App and the Smart Contracts.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engines or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, the App and the Smart Contracts, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site, the App, and the Smart Contracts.
- Use the Site, the App, and the Smart Contracts in a manner inconsistent with any applicable laws or regulations.
- Engage in any practice that aims to manipulate the outcome of any Bitcat match. All players should play to the best of their abilities and any sort of match-fixing, win-trading, or colluding between competitors is strictly prohibited.

5. FEE AND PAYMENT

Any purchases from the site will be done through smart contracts on a blockchain using a wallet like Metamask. Any financial transactions that you engage in will be conducted solely through the Blockchain via a wallet such as MetaMask. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Site and/or the App or using the Smart Contracts, or any other transactions that you conduct.

Binance Smart Chain requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App.

In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a transaction with another user via the App, you authorize us to collect a future commission of the total value of that transaction (each, a "Commission"). You acknowledge and agree that the Commission will be transferred directly to us through the Ethereum/BSC as a part of the transaction.

As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the App.

6. SUBMISSION

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site, the App and the Smart Contracts ("Submissions") provided by you to us are non-confidential and should become our sole property. We should own exclusive rights, including all intellectual property rights, and should be entitled to the unrestricted use and dissemination of these Submissions to any lawful purpose, commercial, or otherwise, without acknowledgment or compensation for you. You hereby waive any moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

7. TERMINATION

These Terms of Use remain in full force and effect while you use the Site, the App and the Smart Contracts. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE, THE APP AND THE SMART CONTRACT TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE, THE APP AND THE SMART

CONTRACT OR DELETE YOUR ACCOUNT WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating and suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

10. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE, THE APP AND THE SMART CONTRACTS ARE AT YOUR SOLE RISK, AND THAT THE SITE, THE APP AND THE SMART CONTRACTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE, THE APP AND THE SMART CONTRACTS AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE, THE

APP AND THE SMART CONTRACTS WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE, THE APP AND THE SMART CONTRACTS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE, THE APP AND THE SMART CONTRACTS WILL BE ACCURATE, (III) THE SITE, THE APP AND THE SMART CONTRACTS OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE, THE APP AND THE SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE, THE APP AND THE SMART CONTRACTS WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE BINANCE SMART CHAIN NETWORK, THE METAMASK/ ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN NICKNAME/EMAIL OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE APP, BINANCE SMART CHAIN NETWORK, OR THE METAMASK ELECTRONIC WALLET.

11. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE AND ACKNOWLEDGE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, THE APP AND THE SMART CONTRACTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE THREE (3) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) TWENTY (20) US DOLLAR.

YOU AGREE AND ACKNOWLEDGE THAT WE HAVE MADE THE SITE, THE APP AND THE SMART CONTRACTS AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD

NOT BE ABLE TO PROVIDE THE SITE, THE APP AND THE SMART CONTRACTS TO YOU WITHOUT THESE LIMITATIONS.

12. ASSUMPTION OF RISK

You accept and acknowledge each of the following:

A. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Bitcat Tokens, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Bitcat Tokens will not lose money.

B. You are solely responsible for determining what, if any, taxes apply to your Bitcat tokens -related transactions. Bitcat is not responsible for determining the taxes that apply to your transactions on the App, the Site, or the Smart Contracts..

C. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Bitcat will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Binance Smart Chain network, however caused.

D. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Bitcat ecosystem, and therefore the potential utility or value of Bitcat Tokens.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by third party due to or arising out of: (1) use of the Site/Game, (2) breach of these Terms of Use, (3) any breach of your representations and warranties set forth in these Terms of Use, (4) your violation of the rights of a third party, including but not limited to intellectual property rights, or (5) any overt harmful act toward any other use of the Site, the App and the Smart Contracts with whom you connected via the Site, the App and the Smart Contracts. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

14. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site, the App and the Smart Contracts, or in respect to the Site, the App and the Smart Contracts constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, and

unenforceable, that provision or part of the provision is deemed severable these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

LAST UPDATED: December 2022