

## TERMS

Last Updated: June 15, 2022

Bored Moon Birds Town is an application that provides users with the opportunity to purchase, collect, and showcase digital blockchain collectibles (collectively, the “App”).

Parallel (“Parallel”, “we”, or “us”) either directly or by

way of one of its licensees, is making the App available to you. The App provides users with the opportunity to purchase, collect and showcase digital blockchain collectibles in the form of Birds (each, a “Bird”). Each Bird is a

Non-Fungible Token (an “NFT”) on the Polygon Network. Before you use the App, however, you will need to agree to these Terms of Use and any terms and conditions incorporated herein by reference (collectively, these “Terms”).

These Terms require the use of arbitration to resolve disputes, rather than recourse to the judicial system.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE APP. THESE TERMS GOVERN YOUR USE OF THE APP, UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO MAKE THE APP AVAILABLE TO YOUR IF

YOU ACCEPT ALL OF THESE TERMS. BY USING THE APP OR ANY PART OF IT, OR BY CLICKING “I ACCEPT” BELOW OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS.

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. IF YOU DO NOT

HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE THE APP AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 15). PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY, SINCE IT AFFECTS YOUR RIGHTS. BY USING THE APP OR ANY PART OF IT, OR BY CLICKING "I ACCEPT" BELOW OR INDICATING YOUR

ACCEPTANCE IN AN ADJOINING BOX, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION.

ANY PURCHASE OR SALE YOU MAKE, ACCEPT OR FACILITATE OUTSIDE OF THIS APP OF A BIRDS WILL BE ENTIRELY AT YOUR RISK. WE DO NOT CONTROL OR ENDORSE PURCHASES OR SALES OF BIRDS OUTSIDE OF THIS APP. WE EXPRESSLY DENY ANY OBLIGATION TO INDEMNIFY

YOU OR HOLD YOU HARMLESS FOR ANY LOSSES YOU MAY INCUR BY TRANSACTING, OR FACILITATING TRANSACTIONS, IN BIRDS OUTSIDE OF THIS APP.

This document contains very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that might apply to you. Please read it carefully.

BY USING THE APP OR ANY PART OF IT, OR BY CLICKING "I ACCEPT" BELOW OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS.

Any changes to these Terms will be in effect as of the “Last Updated Date” referred to at the top of this page. You should review these Terms before using the App or purchasing any product or using any services that are available

through this App. Your continued use of this App after the “Last Updated Date” will constitute your acceptance of and agreement to such changes.

By using this App, you affirm that you are of legal age to enter into these Terms, and you accept and are bound by these Terms. You affirm that if you are using this App on behalf of an organization or company, you have the legal

authority to bind any such organization or company to these Terms.

You may not use this App if you: (i) do not agree to these Terms; (ii) are not of the age of majority in your jurisdiction of residence; or (iii) are prohibited from accessing or using this App or any of this App’s contents, products

or services by applicable law.

## 1. USE OF THE APP; ACCOUNT SET-UP AND SECURITY

- **Account and Wallet Set-Up.** To most easily use the App, you should first install a web browser (such as Google Chrome). You will also need to use a digital wallet (such as Meta Mask™ or other supported electronic wallets), which will

enable you to purchase and store collectibles that you collect or purchase. Each collectible is a NFT.

- **Account Registration.** You must provide accurate and complete registration information when you create an account for the App. By creating an account, you agree to provide accurate, current and complete account information about

yourself, and to maintain and promptly update your account information as necessary. We reserve the right reclaim usernames without liability to you.

- **Account Security.** You are responsible for the security of your account for the App and for your digital wallets. If you become aware of any unauthorized use of your password or of your account with us, you agree to notify us

immediately at [support@boredmoonbirdstown.wtf](mailto:support@boredmoonbirdstown.wtf).

- **Account Transactions.** You can use your digital wallet to purchase, store, and engage in transactions, or via one or more cryptocurrencies that we may elect to accept from time to time. Transactions that take place on the App are

managed and confirmed via the Polygon Blockchain Network. You understand that your Polygon Network public address will be made publicly visible whenever you engage in a transaction on the App.

## 2. PURCHASING AND EARNING YOUR BIRDS

- **Acquiring Collectible Birds.** The App allows you to purchase, earn, collect and showcase BIRDS (each, a “BIRD”). Each BIRDS is an NFT on the Polygon Network.

- **Purchasing BIRDS.** You can purchase BIRDS in two ways:

- by buying individual or packs of BIRDS on the App (each, a “Pack”) from Bored Moon Birds Town; or

- by buying BIRDS from other users in a 3rd party digital marketplace.

There are different types of Packs available for purchase on the App, and we reserve the right to modify the types, prices and numbers of Packs or individual BIRDS available at our discretion. Depending on the type of Pack you buy,

you will collect BIRDS of varying levels of scarcity. Before you buy a Pack, we will let you know the types of BIRDS (but not the exact BIRDS) that are contained in that Pack. If you buy an individual BIRD from another user in the

Marketplace, you will know the exact BIRD that you are purchasing. We strongly encourage you not to purchase BIRDS other than in Packs or on the Marketplace. If you decide to purchase BIRDS in any other way, you understand that

such purchases will be entirely at your sole risk.

- **Earning BIRDS.** You can earn BIRDS from Parallel for free by participating in certain challenges or marketing campaigns on the App, or by completing certain in-App tasks that Parallel may make generally available from time to time.

- **Characteristics of BIRDS.** BIRDS are comprised of a digitally generated 3D model of a character or 3D model of artifacts rendered by an artist, and a set of statistics that are associated with one or more characters. Each BIRDS has a

defined set of attributes – including scarcity – which help determine the value of the BIRD.

- **Subjectivity of BIRDS.** The value of each BIRD is inherently subjective, in the same way the value of other collectibles is inherently subjective. Each BIRD has no inherent or intrinsic value. Some collectors might prefer to have a

BIRD featuring a 3D model of a character, while another might prefer an equivalent BIRD featuring 2D model of an object.

### 3. PAYMENT, GAS FEES, AND TAXES

- **Financial Transactions on App.** Any payments or financial transactions that you engage in via the App will be conducted solely through the Polygon Network. We have no control over these payments or transactions, nor do we have the

ability to reverse any payments or transactions. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the App, or any other

payment or transactions that you conduct via the Polygon Network. We do not provide refunds for any purchases that you might make on or through the App – whether for BIRDS, Packs, or anything else.

- **Gas Fees.** Every transaction on the Polygon Network requires the payment of a transaction fee (each, a “Gas Fee”). The Gas Fees fund the network of computers that run the decentralized Polygon Network. This means that you will need

to pay a Gas Fee for each transaction that you instigate via the App. Except as otherwise expressly set forth in these Terms, you will be solely responsible to pay any Gas Fee for any transaction that you instigate via the App.

- **Responsibility for Taxes.** 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, the “Taxes”) associated with your use of the App. Except for income taxes levied on us, you: (a) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any

jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made

hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (b) will not be entitled to deduct the amount of any such taxes, duties or assessments

from payments (including Gas Fees) made to us pursuant to these Terms. To allow us to determine our tax obligations, and will inform us if your status changes in the future.

### 4. OWNERSHIP, LICENSE, AND OWNERSHIP RESTRICTIONS

**YOUR OWNERSHIP OF BIRDS WILL ONLY BE RECOGNIZED BY US IF YOU HAVE PURCHASED OR OTHERWISE RIGHTFULLY ACQUIRED SUCH BIRDS FROM A LEGITIMATE SOURCE AND NOT THROUGH ANY OF THE CATEGORY B PROHIBITED ACTIVITIES (AS DEFINED BELOW).**

For the purposes of this Section 4, the following capitalized terms will have the following meanings:

“Art” means any art, design, and drawings (in any form or media, including, without limitation, 3D models, video or photographs) that may be associated with a BIRD that you Own.

“Own” means, with respect to a BIRD, a BIRD that you have purchased or otherwise rightfully acquired from a legitimate source (and not through any of the Category B Prohibited Activities (as defined below)), where proof of such purchase is recorded on the Polygon Network.

“Purchased BIRD” means a BIRD that you Own.

“Third Party IP” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

- Ownership of BIRD. Because each BIRD is an NFT on the Polygon Network, when you purchase a BIRD in accordance with these Terms (and not through any of the Category B Prohibited Activities), you own the underlying NFT completely.

This means that you have the right to swap your BIRD, sell it, or give it away. Ownership of the BIRD is mediated entirely by the Polygon Network. Except as otherwise permitted by these Terms in cases where we determine that the BIRD

has not been rightfully acquired from a legitimate source (including, without limitation, through any of the Category B Prohibited Activities), at no point will we seize, freeze, or otherwise modify the ownership of any BIRD.

- We Own the App. You acknowledge and agree that we (or, as applicable, our licensors) owns all legal right, title and interest in and to all other elements of the App, and all intellectual property rights therein (including, without

limitation, all Art, designs, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the App (collectively, the “App Materials”)

). You acknowledge that the App Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All App

Materials are the copyrighted property of us or our licensors, and all trademarks, service marks, and trade names associated with the App or otherwise contained in the App Materials are proprietary to us or our licensors.

- No User License or Ownership of App Materials. Except as expressly set forth herein, your use of the App does not grant you ownership of or any other rights with respect to any content, code, data, or other App Materials that you

may access on or through the App. We reserve all rights in and to the App Materials that are not expressly granted to you in these Terms.

- Further User Ownership Acknowledgements. For the sake of clarity, you understand and agree: (a) that your purchase of a BIRD, whether via the App or otherwise, does not give you any rights or licenses in or to the App Materials

(Including, without limitation, our copyright in and to the associated Art) other than those expressly contained in these Terms; (b) that you do not have the right, except as otherwise set forth in these Terms, to reproduce,

distribute, or otherwise commercialize any elements of the App Materials (including, without limitation, any Art) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion; and

(c) that you will not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which

consent we may withhold at our sole and absolute discretion.

- User License to Art. Subject to your continued compliance with these Terms, we grant you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Art for your Purchased BIRD, solely for the

following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your Purchased BIRDS, provided that the marketplace cryptographically verifies each BIRD owner's

rights to display the Art for their Purchased BIRD to ensure that only the actual owner can display the Art; or (c) as part of a third-party website or application that permits the inclusion, involvement, or participation of your

Purchased BIRD, provided that the website/application cryptographically verifies each BIRD's owner's rights to display the Art for their Purchased BIRD to ensure that only the actual owner can display the Art, and provided that the Art

is no longer visible once the owner of the Purchased BIRD leaves the website/application.

- Restrictions on Ownership. You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without our (or, as applicable, our licensors') express prior written consent in each case: (a) modify the

Art for your Purchased BIRD in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (b) use the Art for your Purchased BIRD to advertise, market, or sell any third-party product or

service; (c) use the Art for your Purchased BIRD in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech

or otherwise infringe upon the rights of others; (d) use the Art for your Purchased BIRD in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for

your own personal, non-commercial use; (e) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or

consists of the Art for your Purchased BIRD; (f) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased BIRD; or (g) otherwise utilize the Art for your

Purchased BIRD for your or any third party's commercial benefit.

- **Third Party IP.** If the Art associated with your Purchased BIRD contains Third Party IP, you understand and agree as follows: (a) that you will not have the right to use such Third Party IP in any way except as incorporated in the

Art, and subject to the license and restrictions contained herein; (b) that, depending on the nature of the license granted from the owner of the Third-Party IP, we may need to (and reserve every right to) pass through additional

restrictions on your ability to use the Art; and (c) to the extent that we inform you of such additional restrictions in writing, you will be responsible for complying with all such restrictions from the date that you receive the

notice, and that failure to do so will be deemed a breach of the license contained in this Section 4.

- **Other Terms of License.** The license granted in this Section 4 applies only to the extent that you continue to Own the applicable Purchased BIRD. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of

your Purchased BIRD for any reason, the license granted in this Section 4 will immediately expire with respect to that BIRD without the requirement of notice, and you will have no further rights in or to the Art for that BIRD. The

restrictions in this Sections 4 'Restrictions on Ownership' and 'Third Party IP' will survive the expiration or termination of these Terms.

- **User Feedback.** You may choose to submit comments, bug reports, ideas or other feedback about the App, including without limitation about how to improve the App (collectively, "Feedback"). By submitting any Feedback, you agree that



we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual,

irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

## 5. CONDITIONS OF USE AND PROHIBITED ACTIVITIES

YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR OWN CONDUCT WHILE ACCESSING OR USING THE APP, AND FOR ANY CONSEQUENCES THEREOF. YOU AGREE TO USE THE APP ONLY FOR PURPOSES THAT ARE LEGAL, PROPER AND IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE LAWS OR REGULATIONS.

User Warranties. Without limiting the foregoing, you warrant and agree that your use of the App will not (and will not allow any third party to)

- in any manner:
- involve the sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- involve the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- involve the uploading, posting, transmitting or otherwise making available through the App any content that infringes the intellectual proprietary rights of any party;
- involve using the App to violate the legal rights (such as rights of privacy and publicity) of others; involve engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
- involve interfering with other users' enjoyment of the App;
- involve exploiting the App for any unauthorized commercial purpose;
- involve modifying, adapting, translating, or reverse engineering any portion of the App;
- involve removing any copyright, trademark or other proprietary rights notices contained in or on the App or any part of it;
- involve reformatting or framing any portion of the App;
- involve displaying any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;

- involve using any spider, site search/retrieval application, or other device to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorized purpose;

- involve accessing or using the App for the purpose of creating a product or service that is competitive with any of our products or services;

- involve abusing, harassing, or threatening another user of the App or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (including, without limitation, filing support tickets

with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favoritism by a us

employees or otherwise); or

- involve using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the App or any of

our authorized representatives, customer service personnel, chat board moderators, or volunteers

(Each, a “Category A Prohibited Activity”); and/or

(b) in any manner:

- involve creating user accounts by automated means or under false or fraudulent pretenses;

- involve the impersonation of another person (via the use of an email address or otherwise);

- involve using, employing, operating, or creating a computer program to simulate the human behavior of a user (“Bots”);

- involve using, employing, or operating Bots or other similar forms of automation to engage in any activity or transaction on the App (including, without limitation, purchases of Packs, or of BIRDS on the Marketplace);

- involve acquiring BIRDS through inappropriate or illegal means (including, among other things, using a stolen credit birds, or a payment mechanism that you do not have the right to use, or purchasing a BIRDS and then attempting to

charge the cost back to your payment method while still maintaining ownership or control of the BIRDS or selling, gifting or trading the BIRDS to someone else); or

- involve the purchasing, selling or facilitating the purchase and sale of any user’s account(s) to other users or third parties for cash or cryptocurrency consideration outside of the App; or

- otherwise involve or result in the wrongful seizure or receipt of any BIRDS or other digital assets (each, a “Category B Prohibited Activity” and, together with Category a Prohibited Activity, the “Prohibited Activities”).

- Effect of Your Breaches. If you engage in any of the Prohibited Activities, we may, at our sole and absolute discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in

equity, immediately suspend or terminate your user account and/or delete your BIRDS' images and descriptions from the App. If we delete your BIRDS' images and descriptions from the App, such deletion will not affect your ownership

rights in any NFTs that you already Own, but you will not receive a refund of any amounts you paid for those BIRDS.

NOTWITHSTANDING THE FOREGOING, HOWEVER, IF WE REASONABLY BELIEVE THAT YOU ARE ENGAGED IN ANY OF THE CATEGORY B PROHIBITED ACTIVITIES, IN ADDITION TO OUR RIGHT TO IMMEDIATELY SUSPEND OR TERMINATE YOUR USER ACCOUNT AND/OR DELETE YOUR

BIRD' IMAGES AND DESCRIPTIONS FROM THE APP, WE ALSO RESERVE THE RIGHT, AT OUR SOLE AND ABSOLUTE DISCRETION, WITHOUT NOTICE OR LIABILITY TO YOU, TO TAKE ANY OR ALL OF THE FOLLOWING ACTIONS: (A) TO DEEM ANY TRANSACTION THAT TOOK PLACE

VIA OR AS THE RESULT OF SUCH ACTIVITIES TO BE VOID AB INITIO; AND/OR (B) TO IMMEDIATELY CONFISCATE ANY BIRD (INCLUDING THEIR UNDERLYING NFTS) THAT WERE PURCHASED OR ACQUIRED AS THE RESULT OF SUCH ACTIVITIES.

## 6. TERMINATION

- You Terminate. You may terminate these Terms at any time by canceling your account on the App and discontinuing your access to and use of the App. If you cancel your account, or otherwise terminate these Terms, you will not receive

any refunds for any purchases that you might make on or through the App – whether for BIRD, Packs, or anything else.

- We Terminate. You agree that we, in our sole discretion and for any or no reason, may terminate these Terms and suspend and/or terminate your account(s) for the App without the provision of prior notice. You agree that any

suspension or termination of your access to the App may be without prior notice, and that we will not be liable to you or to any third party for any such suspension or termination.

- Other Remedies Available. If we terminate these Terms or suspend or terminate your access to or use of the App due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity (including, without limitation

, if you engage in any of the Prohibited Activities), then termination of these Terms will be in addition to any other remedies we may have at law or in equity.

- Referral to Governmental Authority. We have the right, without provision of prior notice, to take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed

party of any illegal or unauthorized use of the App. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or

other information of anyone using the App.

- Effect of Termination. Upon any termination or expiration of these Terms, whether by you or us, you may no longer have access to information that you have posted on the App or that is related to your account, and you acknowledge

that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party. Sections 1 and 3 through 17 will survive the termination or expiration of these Terms

for any reason.

YOU WAIVE AND HOLD US AND OUR PARENT, SUBSIDIARIES, AFFILIATES AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS HARMLESS FROM ANY AND

ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY US AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER US OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

## 7. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE APP IS AT YOUR SOLE RISK, AND THAT THE APP IS 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 REPRESENTATIONS, WARRANTIES AND CONDITIONS REGARDING THE APP AND ANY PART OF IT,

INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR PARENT,

SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE APP WILL MEET YOUR REQUIREMENTS; (II) YOUR ACCESS TO OR USE OF THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM

ERROR; (III) USAGE DATA PROVIDED THROUGH THE APP WILL BE ACCURATE; (IV) THE APP OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) THAT ANY DATA THAT YOU

DISCLOSE WHEN YOU USE THE APP 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 POLYGON NETWORK, OR YOUR ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR,

SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) 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, THE POLYGON NETWORK, OR ANY ELECTRONIC WALLET.

BIRDS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE POLYGON NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE POLYGON NETWORK. WE HAVE NO

CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.

WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE POLYGON NETWORK, OR ANY ELECTRONIC

WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES

WITH THE BLOCKCHAIN SUPPORTING THE POLYGON NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

## 8. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE, OUR PARENT, 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, DIMINUTION OF VALUE OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE 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 APP, WHETHER IN CONTRACT, TORT,

STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF THE AMOUNTS YOU HAVE ACTUALLY AND LAWFULLY PAID US UNDER THESE TERMS IN THE TWO (2) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE APP AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE REPRESENTATIONS AND WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A

REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO PROVIDE THE APP TO YOU WITHOUT THESE LIMITATIONS.

## 9. ASSUMPTION OF RISK

- **Value and Volatility.** The prices of collectible blockchain assets are extremely volatile and subjective and collectible blockchain assets have no inherent or intrinsic value. Fluctuations in the price of other digital assets could

materially and adversely affect the value of your BIRDS, which may also be subject to significant price volatility. Each BIRD has no inherent or intrinsic value. We cannot guarantee that any BIRDS purchased will retain their original

value, as the value of collectibles is inherently subjective and factors occurring outside of the Parallel ecosystem may materially impact the value and desirability of any particular BIRD.

- **Tax Calculations.** You are solely responsible for determining what, if any, taxes apply to your BIRD-related transactions. We are not responsible for determining the taxes that apply to your transactions on the App.

- **Use of Blockchain.** The App does not store, send, or receive BIRDS. This is because BIRDS exist only by virtue of the ownership record maintained on the App's supporting blockchain in the Polygon Network. Any transfer of BIRDS occurs

within the supporting blockchain in the Polygon Network, and not on the App.

- **Inherent Risks with Internet Currency.** 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 electronic wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions,

errors, distortions or delays you may experience when using the Polygon Network, however caused.

- **Regulatory Uncertainty.** The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Parallel ecosystem,

and therefore, the potential utility or value of your BIRDS.

- **Software Risks.** Upgrades to the Polygon Network, a hard fork in the Polygon Network, or a change in how transactions are confirmed on the Polygon Network may have unintended, adverse effects on all blockchains using the Polygon

Network's ERC721 standard, including the Parallel ecosystem.

## 10. INDEMNIFICATION

You agree to hold harmless and indemnify us and our parent, subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and

consequential) of any kind or nature, suit, judgment, litigation cost and attorneys' fees arising out of or in any way related to: (i) your breach of these Terms; (ii) your misuse of the App; or (iii) your violation of applicable

laws, rules or regulations in connection with your access to or use of the App. You agree that we will have control of the defense or settlement of any such claims.

## 11. EXTERNAL SITES

The App may include hyperlinks to other websites or resources (collectively, the “External Sites”), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we

are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from or through any External Sites. Furthermore, you acknowledge and agree

that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of

any advertising, products or other materials on, or made available from, any External Sites.

## 12. FORCE MAJEURE

- Force Majeure Events. We will not be liable or responsible to the you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent

such failure or delay is caused by or results from the following force majeure events (“Force Majeure Event(s)”: (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, including the 2019 novel coronavirus pandemic

(COVID-19), tsunami, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or

after the date of this agreement; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or

electricity; and (h) other similar events beyond our control.

- Performance During Force Majeure Events. If we suffer a Force Majeure Event, we will use reasonable efforts to promptly notify you of the Force Majeure Event, stating the period of time the occurrence is expected to continue.

We will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. We will resume the performance of our obligations as soon as reasonably practicable after the removal of the



cause. In the event that our failure or delay remains uncured for a period of forty-five (45) consecutive days following written notice given by us under this Section 12, we may thereafter terminate these Terms upon fifteen (15) days'

written notice.

### 13. CHANGES TO THE APP

We are constantly innovating the App to help provide the best possible experience. You acknowledge and agree that the form and nature of the App, and any part of it, may change from time to time without prior notice to you, and that

we may add new features and change any part of the App at any time without notice.

### 14. CHILDREN

You affirm that you are over the age of 16. The App is not intended for children under 16. If you are under the age of 16, you may not use the App. We do not knowingly collect information from or direct any of our content specifically

to children under the age of 16. If we learn or have reason to suspect that you are a user who is under the age of 16, we will unfortunately have to close your account. Other countries may have different minimum age limits, and if

you are below the minimum age for providing consent for data collection in your country, you may not use the App.

### 15. DISPUTE RESOLUTION; BINDING ARBITRATION

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

### 16. GENERAL

- Entire Agreement. These Terms constitute the entire legal agreement between you and us and will be deemed to be the final and integrated agreement between you and us, and govern your access to and use of the App, and completely

replace any prior or contemporaneous agreements between you and us related to your access to or use of the App, whether oral or written.

- No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

- Interpretation. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.

- Severability. Should any part of these Terms be held invalid, illegal, void or unenforceable, that portion will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these

Terms.

- No Waivers. Our failure or delay to exercise or enforce any right or provision of these Terms will not constitute or be deemed a waiver of future exercise or enforcement of such right or provision. The waiver of any right or

provision of these Terms will be effective only if in writing and signed for and on behalf of us by a duly authorized representative.

- Notices. We may provide you with any notices (including, without limitation those regarding changes to these Terms) by email or postings on the App. By providing us with your email address, you consent to our using the email address

to send you any notices. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

- Assignment. You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole

discretion to an affiliate, or in connection with an acquisition, sale or merger.