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## GENERAL TERMS & CONDITIONS

### for the PlayonTOY service and website (PlayonTOY.com)

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#### 1 INTRODUCTORY PROVISIONS

- 1.1 The subject of these General Terms and Conditions of Use of PlayonTOY Services (hereinafter referred to as "**GTC**") is the regulation of mutual rights and obligations related to the use of services provided by the Operator.
- 1.2 As a user, you agree to these GTC and the privacy policy published on the website, which are in force at the time of conclusion of the contract, by confirming your wish to be bound by their provisions before you start using the services, using the function provided for this purpose.
- 1.3 Legal relations that are not regulated in these GTC are governed by the laws of the Emirate of Dubai and the applicable Federal Laws of the United Arab Emirates (UAE)

#### 2 INTERPRETATION

- 2.1 **Account** means the Google, Telegram and Discord account through which Users log in to use the functionality of the Website.
- 2.2 **Contract** means an contract in electronic form, usually in the form of an assent to these GTC and the Privacy Policy, as well as all related legal documents, information and instructions for use of the Services, as amended from time to time.  
  
Contract is concluded for an indefinite period.
- 2.3 **Data** means, for example, information, records, images, data, communications, instructions or any other information provided when using the Services.
- 2.4 **Operator** is TOY LABS TECHNOLOGIES L.L.C., GF-01, Al Sayegh Building, Port Saeed Dubai, United Arab Emirates, Licence no.: 2430736. The Operator is the owner of the Website, through which the User may enter into a Contract with the Operator and redeem his/her Credit for the use of the Virtual Products and other functionalities of the Website.
- 2.5 **Parties** are the Operator and the User, who have concluded a Contract between them. Each of them is separately referred to as a Party.
- 2.6 **User** means a natural person who, when concluding and performing the Contract, is not acting within the scope of his/her business, employment or profession and/or a legal person who is acting within the scope of his/her business and who has concluded the Contract with the Operator. The User is a party to the Contract.
- 2.7 **Virtual currency wallet** means a virtual service designed to protect private cryptographic keys on behalf of the owners of funds credited to it and used to hold, store and transfer virtual currency. For the purpose of exercising TOY Chain, the User shall link his/her own Wallet Account to a virtual currency provided by a third party.
- 2.8 **Virtual currency** means a digital medium of value that is not issued or guaranteed by a central bank or public authority, is not necessarily linked to a currency established in accordance with law and does not

have the legal status of currency or money. The virtual currency that is accepted for the purposes of contractual obligations between the Operator and the User is the TOY chain and \$TOY.

- 2.9 In particular, **Website's features** mean, without limitation, the ability to use PlayonTOY platform including non-custodial wallet, NFT Marketplace, Social platform and Layer 3 Blockchain.

TOY Chain Layer 3 Orbit on Arbitrum ONE.

Arbitrum Orbit Layer 3 (L3) is a customizable, developer-focused blockchain framework built on top of the Arbitrum Layer 2 (L2) scaling solution. It leverages Arbitrum's efficient rollup technology to enable developers to create tailored, high-performance Layer 3 networks optimized for specific use cases, such as gaming, DeFi, or enterprise applications.

Orbit L3 chains inherit the security and decentralization of Ethereum through Arbitrum's rollup infrastructure while offering additional flexibility in terms of scalability, transaction costs, and custom configurations. These L3s are ideal for projects requiring dedicated environments, low gas fees, or unique features while maintaining connectivity to the broader Ethereum ecosystem.

- 2.10 **Website** means the website <https://PlayonTOY.com>.

### 3 ELIGIBILITY

- 3.1 The Operator reserves the right, in its sole discretion, to determine the eligibility of users for the Website and the Website's Feature. We may require you to provide additional information or documentation to verify or confirm your eligibility, including on a periodic or ongoing basis.

#### EXCLUSION OF US PERSONS

- 3.2 The Website and the Website's feature are intended solely for users who are not U.S. Persons (as defined below). By using the Website and participating in any Services offered, you represent and warrant that you:
- a) are not a U.S. Citizen, U.S. resident, or a person holding a U.S. green card (lawful permanent resident);
  - b) don't have your primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other territories of the United States;
  - c) are not accessing the Website from the United States, nor are you acting on behalf of a U.S. Person or transmitting information to a U.S. Person or in the United States.
- 3.3 For the purposes of these GTC, a "U.S. Person" is defined by the criteria outlined above and in accordance with the United States code and regulations promulgated by the United States Securities and Exchange Commission. If you are a U.S. Person, or you are accessing the Website from the United States, you are not permitted to use the Website or participate in the Website's feature.

#### SANCTIONS

- 3.4 By using the Website and participating in any Website's feature, you represent and warrant that you are not:
- a) located in, incorporated or otherwise established in, or resident of, any country or territory that is the subject of sanctions or embargoes imposed by the office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department or the Office of Financial Sanctions ("OFSI") of HM Treasury of the United Kingdom;

- b) an individual or entity, or acting on behalf of an individual or entity, that is listed on any sanctions list or embargoes, including but not limited to the Specially Designated nationals and Blocked Persons List (SDN) maintained by OFAC and the consolidated list of financial sanctions targeted maintained by OFSI; or
  - c) otherwise blocked or denied under any OFAC or OFSI sanctions program.
- 3.5 The Operator strictly complies with all sanctions laws and regulations promulgated by OFAC and OFSI. Access to the Website and participation in the Website's feature is expressly prohibited for any person or entity subject to such sanctions.

#### RISK ASSESSMENT FRAMEWORK

- 3.6 The Operator may deny, in its sole discretion, any person or address access to the Website or the Website's feature based on data from a Screening Service Provider which indicates that such person or address may present heightened risks.
- 3.7 If you provide a wallet address in connection with the Website's feature:
- a) you agree and acknowledge that your address may be screened for threshold transactions between your address and another address associated with the following risk-exposure categories: Sanctioned Entity, Terrorist Financing, Sanctioned Jurisdiction, Child Abuse Material, Special Measures, Darknet Markets, Fraud Shop, Illicit Actor-Org, Malware, Mixing, Ransomware, Scam, Stolen Funds, and No KYC Exchange;
  - b) You agree and acknowledge that your address may be screened for geo-location purposes, including to detect whether you may be in a (i) comprehensively Sanctioned Jurisdiction; (ii) jurisdiction subject to heightened sanctions risks enforced by certain countries, governments, or international authorities; or (iii) jurisdiction otherwise considered high risk;
  - c) you agree and acknowledge that we may conduct Know Your Customer ("KYC") checks and other due diligence procedures on you, including but not limited to verifying your identify, assessing the risk associated with your activities, and ensuring compliance with applicable laws and regulations. Such KYC checks may be conducted prior to the commencement of Website's feature or at any time during the term of this Contract.

#### **4 THE SUBJECT MATTER OF THE CONTRACT AND THE PROCEDURE FOR CONCLUDING THE CONTRACT**

- 4.1 The Operator provides the possibility to log in on its website, through the Account. Users who wish to use the Website's functions must log in; before logging in, Users are provided with these GTC, the Privacy Policy, and any other relevant documents relating to the contractual relationship between the User and the Operator, as well as the Website's rules of use.
- 4.2 Website features are used through the use of Virtual Currency; to use it, you must link your Account to a Wallet with Virtual Currency. In order to allow as many Users as possible to use the Website Functions, the Operator allows Users to use their own Virtual Currency Wallet.
- 4.3 Once the User has logged in with the Account and linked it to the Virtual Currency Wallet, the User may use the Website Features in accordance with these GTC.

#### SPECIAL PROVISIONS

- 4.4 The User and the Operator enter into a contractual relationship at the moment of logging in through the Account on the Operator's Website. The subject matter of the Contract is the logging in with the Account on the Website, or the linking of the Wallet with the User's virtual currency, as well as the subsequent use of the Website Features by the User at his/her discretion and in accordance with the Operator's rules.

- 4.5 By logging in through the Account, the User confirms that he/she has familiarized himself/herself with the text of these GTC, the Privacy Policy, and other relevant documents and information made available to him/her in a timely and appropriate manner prior to logging in through the Account, thereby confirming his/her willingness to be bound by their provisions. The Operator shall ensure that the User is always informed in a timely and sufficient manner about the nature of all Website Features during the contractual relationship.
- 4.6 If the use of a Website Feature involves an obligation to pay a certain amount, this amount is determined either by a specific value expressed in Virtual Currency or by a minimum and maximum value within which the User is informed how much he/she will pay for the Website Feature; the features of the Website Feature defined in its description available before placing an order for its purchase are determined by the amount of the price paid.

## **5 USE OF WEBSITE FEATURES**

- 5.1 The Website features, the use of which is the subject of this Contract, will be provided to the User in virtual form through the Website. The Website will provide the User with access to a User Account that allows access to and use of the Website Features as set out in these GTC and the description thereof.
- 5.2 If the Website Features are used in violation of these GTC or other contractual documents, including any form of misuse of the Website Features or breach of contractual obligations by the User, the Operator shall be entitled to suspend the provision of the possibility to use the Website Features. The User, by his/her action, waives any financial compensation in kind or in any other form for the duration of said suspension. The Operator may also unilaterally terminate the Contract if the User, by his/her actions, violates or fails to comply in any way with the provisions of these GTC. However, this shall be without prejudice to the right of the Operator to compensation for damages incurred.
- 5.3 By entering into the Contract, the User agrees to use the Services and all Data provided as part of the provision of the Services solely for his/her needs. Own need means the use of the Services and the Data for the purpose of obtaining information necessary for the User's business; the ultimate relationship between the use of the Services and the Data is exclusively a direct relationship between the User and the Operator. Therefore, the User may not use the Services and Data, for example, for their further provision to third parties or for commercial use, for direct marketing purposes or for their collection pursuant to this section of the GTC, etc.
- 5.4 The User shall properly protect the account login credentials from disclosure and disclosure to any person other than a party. The Operator shall not be liable for misuse of the Account, which consists mainly, but not exclusively, in its use by an unauthorized person. Similarly, the Operator shall not be liable for any unauthorized use, misuse, interference or other unauthorized manipulation of the Virtual Currency Wallet managed by the User.
- 5.5 In connection with the provision of the possibility to use the Website Features, the Operator hereby assures the User that it will not use any information relating to the way in which the User uses the Website Features. The Operator guarantees complete discretion in relation to the use of the Website Features and confidentiality of all facts relating to the use of the Website Features.
- 5.6 All services are provided through remote access to the Operator's server, which is enabled through the Website and the User's user account. These are therefore fully compatible accesses based on an internet connection and the use of an internet browser or the relevant device.
- 5.7 The User acknowledges that the Website and the Services, including, but not limited to, databases, data, data calculation methods and source codes, features, products, images, user interface, textual content, logos, designs, contain intellectual property objects and materials, which are at all times owned by the Operator and are protected by applicable intellectual property rights and other laws, including, but not limited to, copyright laws.
- 5.8 The User undertakes to use the intellectual property items or materials made available on the Operator's Website solely for the purpose of using the Website's Functions in accordance with these GTC and within

the scope of their normal use. The User agrees not to copy, reproduce, modify, rent, lease, lend, loan, republish, sell, distribute, download, or create derivative works from the Intellectual Property Items and Materials in any way, and not to use the Website and the Website Functions or any part thereof that are subject to the Intellectual Property Protection in any unauthorized manner, including, without limitation, unauthorized access, unauthorized automatic downloads, or network capacity overload. Any use of intellectual property items and materials, other than use of the Website and the Service in accordance with these GTC, requires the prior written consent of the Operator.

- 5.9 A user who uses the Website Features under a contract entered into in accordance with these GTC does not acquire any license rights or other intellectual property rights in the Website, the Services or other parts subject to intellectual property protection.
- 5.10 Therefore, the user shall refrain from infringing any intellectual property rights, including copyrights, related to the creation of the website, in particular its functions, trademarks, design, visual elements or software design.
- 5.11 The User must also not damage the operation and structure of the Website by circumventing or violating security measures, uploading files containing viruses or malicious programs, accessing third-party user accounts or performing unfair or illegal activities that violate laws or infringe the rights of the Operator.

## **6 COMPETITIONS**

- 6.1 The Operator makes every effort to satisfy its customers - Users. In order to achieve this goal, it offers the possibility to lodge a complaint.
- 6.2 The User has the right to claim liability for defects in the functions used on the website by means of a complaint addressed to the Operator. Complaints must be in writing and sent by electronic means (e-mail) to the e-mail address [...].
- 6.3 The User has the right to notify the Operator in a Complaint of a defect consisting, for example, in the unavailability of the Website Functions, their incorrect functioning or obvious errors.
- 6.4 The user should file a complaint without undue delay, as soon as the error is detected.
- 6.5 The Operator will normally resolve the complaint within 7 (in words: seven) working days; in more complex cases within 30 (in words: thirty) days from the date of receipt of the complaint. The Operator shall then inform the User of the resolution of the complaint.

## **7 NO LIABILITY**

- 7.1 The Operator endeavours to ensure the continuous provision of the Website Functions and their availability at all times. The Operator's servers meet the highest standards of security and uptime to be available whenever the User needs them. However, the Operator shall not be liable for downtime in cases of objective and unavoidable technical obstacles or other facts that make it impossible for the Operator to perform. However, the Operator shall make every effort to immediately remove existing obstacles.
- 7.2 The Operator shall not be liable for any damage or injury arising as a result of the interruption or termination of the provision of the possibility to use the Website Functions.
- 7.3 The Operator has the right to terminate its activity and operation of the Website or part of it at any time and not to conclude new Contracts with other Users.
- 7.4 The Operator is not responsible for the accuracy of the records, images, data, information, any documentation or any information entered by the User on the Website or communicated or otherwise transmitted between Users.
- 7.5 The User acknowledges and agrees that the Operator shall not be liable for any errors or limitations in connection with the content of the Website. The Operator also disclaims any liability for any direct,

indirect or consequential loss or damage suffered by Users of the Website as a result of any level of trust placed by Users in the materials and information published on the Website.

- 7.6 In accordance with clause 6.5 of the GTC, the Operator draws attention in particular to the fact that any transfer of virtual currency from/to the virtual wallet is carried out exclusively by the User or a third party chosen by the User, and therefore the Operator is not responsible for the correct crediting or debiting of the value from the virtual wallet.
- 7.7 The User acknowledges that the Operator shall not be liable for any interference with or unauthorised use of such Virtual Currency Wallet as it is under the sole and exclusive control of the User.

## **8 CHANGES TO THE GTC**

- 8.1 The Operator reserves the right to change these GTC at any time during the term of the Contract. The Operator shall notify the change of the GTC via the Website or by notification via electronic communication. The Parties shall always be bound by the provisions of the GTC in force at the time of the Contract; this is without prejudice to the provisions of paragraph 8.2(b) of these GTC. If the User does not express his/her disagreement with the wording of the GTC within 5 (in words: five) days of the notification of their change, these GTC shall also come into force in relation to the valid Contract.

## **9 WITHDRAWAL FROM THE CONTRACT**

- 9.1 You can also withdraw from the Contract in the following ways:
- a. withdrawal of the Operator for reasons pursuant to clause 4.2 of these GTC,
  - b. withdrawal from the Contract by the User due to a change in the GTC during the validity of the Contract, if the User has expressed his/her disagreement with this change within 5 (in word: five) days from the publication of the new version of the GTC; publication of the GTC shall be understood as the delivery of the notice of the change in the GTC by the Operator to the User pursuant to Article 7 of the GTC;
  - c. termination of the Contract by the Operator with immediate effect on the grounds that the User's conduct in any way violates or fails to comply with the provisions of these GTC.

## **10 COMMUNICATION, NOTICES AND SERVICE**

- ~~10.1~~ The Parties agree that in the case of delivery of mutual correspondence, delivery under these GTC shall be understood as delivery of the written content to the e-mail address [...].

## **11 DISPUTE RESOLUTION AND JURISDICTION**

- 11.1 By concluding the Contract, the Operator and the User agree that in the event of a dispute arising out of or relating to this GTC, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC LCIA Arbitration Centre (<http://www.difc-lcia.org/>), which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 60 (in words: sixty) days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The governing law of the

contract shall be the substantive law as specified in this GTC above. The number of arbitrators shall be one; and the seat, or legal place, of arbitration shall be Dubai International Financial Centre.

11.2 We accept suggestions or complaints from Users at our e-mail address: [...].

## **12 FINAL PROVISIONS**

12.1 These GTC shall come into force and effect [...].

12.2 If any provision of the GTC becomes invalid, ineffective or unenforceable to the extent specified, the remaining provisions, which are not affected thereby, shall remain in full force and effect. In such a case, the Operator shall replace the provision in question with a valid, effective and enforceable provision that differs as little as possible from the principles agreed in these GTC, while preserving the economic and legal purpose and meaning of the replaced provision.

Place: Dubai, UAE

Date: November 26, 2024

TOY LABS TECHNOLOGIES L.L.C.  
Rastislav Bakala, director