

# Terms of Service

## User Agreement

### Introduction

The Terms & Conditions (“Terms”) set here shall govern your use of this Website, including all pages within it (“Site”). These Terms apply in full force and effect to your use of this Site and by using this Site, you expressly accept all terms and conditions contained herein in full including the SuiGame Community Code of Conduct (the “Community Code”). You must not use this Site, if you have any objection to any of these Terms or the Community Code. This Site is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Site if you are a minor.

### Intellectual Property Rights

The SuiGame Foundation (“Foundation”) and/or its licensors own all rights to the intellectual property and material contained in this Site, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Site.

### Website Content

The text of the Site is licensed under a Creative Commons Attribution (CC BY) license.

### Website Code

You may use the HTML and CSS files on our Site for your website, as long as you use the SuiGame Brand Kit (the colors, gradients, fonts, etc.) and following the Community Code. The SuiGame Brand Kit, HTML and/or CSS code allow your website to contribute to the broader SuiGame community, but your website should reflect your own design and not merely replicate this Site with your logo. Use of the SuiGame Brand Kit, HTML and/or CSS code does not

grant you any right to use the trademarks, trade names, service marks, or trade dress of the SuiGame Foundation, if applicable.

## **Restrictions**

In addition to any restrictions in the Community Code and SuiGame Brand Kit, you are expressly restricted from all of the following: 1. selling, sublicensing and/or otherwise commercializing any Site material; 2. using this Site in any way that is, or may be, damaging to this Site; 3. using this Site in any way that impacts user access to this Site; 4. using this Site contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Site, or to any person or business entity; 5. using this Site to engage in any advertising or marketing.

## **No Warranties**

This Site is provided “as is,” with all faults, and the Foundation makes no express or implied representations or warranties, of any kind related to this Site or the materials contained on this Site. Additionally, nothing contained on this Site shall be construed as providing consult or advice to you.

## **Limitation of Liability**

In no event shall the Foundation, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Site, whether such liability is under contract, tort or otherwise, and Foundation, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Site.

## **Indemnification**

You hereby indemnify to the fullest extent Foundation from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

## **Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **Variation of Terms**

The Foundation is permitted to revise these Terms at any time as it sees fit, and by using this Site you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Site.

## **Assignment**

The Foundation shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These Terms, including any legal notices and disclaimers contained on this Site, constitute the entire agreement between the Foundation and you in relation to your use of this Site, and supersede all prior agreements and understandings with respect to the same.

## **Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of California and you submit to the non-exclusive jurisdiction of the courts located in San Francisco, California for the resolution of any disputes.

ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION PURSUANT TO THIS "ARBITRATION AGREEMENT" .

Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Foundation should be sent to: [support@SuiGame.io](mailto:support@SuiGame.io). After the Notice is received, you and the Foundation may attempt to resolve the claim or dispute informally. If you and the Foundation do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with these Terms. The AAA Consumer Arbitration Rules ("Arbitration Rules") governing the arbitration are available online at [www.adr.org](http://www.adr.org). The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. Dollars (US \$10,000) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. Dollars (US \$10,000) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in the city of San Francisco, California, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The United States Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. There are only two exceptions to this Arbitration Agreement. First, if the Foundation reasonably believes that you have in any manner violated or threatened to violate the Foundation's intellectual property rights, the Foundation may seek injunctive or other appropriate relief in any court of competent jurisdiction. Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court in San Francisco,

California if the claim and the parties are within the jurisdiction of the small claims court. For these two exceptions, you agree to submit to the personal jurisdiction of the courts located within San Francisco, California for the purpose of litigating such claims or disputes.

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST THE FOUNDATION AND/OR RELATED THIRD PARTIES.

### **SuiGame Foundation**

Disclaimer--Nothing herein constitutes an offer to sell, or the solicitation of an offer to buy, any securities or tokens.

**© 2023 SuiGame LTD.**

# Privacy Policy

This Privacy Policy and Cookies Statement describes how the SuiGame Foundation and its affiliated companies (referred to in this document as “SuiGame,” “we,” “us” or “our”) collects, uses, shares and otherwise processes Personal Data (defined below) including:

- Visitors to our website(s), mobile applications and other online properties (“Site” or “Sites” )
- Any other individual about whom SuiGame may obtain Personal Data

In this Privacy Policy, “Personal Data” means information that (either in isolation or in combination with other information held by SuiGame) enables you to be identified as an individual or recognized directly or indirectly. We may collect Personal Data when you use our Sites.

## Overview

Unless we specifically state otherwise, the SuiGame Foundation is the data processor of the Personal Data we process, and is therefore responsible for ensuring that the systems and processes we use are compliant with data protection laws, to the extent applicable to us.

SuiGame Foundation personnel are required to comply with this Privacy Policy and complete data protection training, where appropriate.

## Collection of Personal Data

The SuiGame Foundation collects information that you provide directly to us when you browse our Site, register to receive newsletter requests or other information, provide feedback through surveys, participate in any interactive features on our Sites including contests, promotions, challenges, activities or events.

We also collect data provided by job applicants or others on our Sites or offline means in connection with employment or consulting opportunities, which may also be subject to other Policies.

We may also collect Computer Internet Protocol (IP) address, unique device identifier (“UDID”), cookies, web beacons, web server logs and other technologies and other data linked to a device, and data about usage of our Sites (Usage Data). A “cookie” is a text file that websites send to a visitor’s computer or other Internet-connected device to identify the visitor’s browser or to store information or settings in the browser. A “web beacon,” also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server.

Other types of information we may collect include your name, email address, username, password, phone number, location and any other information you choose to provide.

We may use these automated technologies to collect information about your equipment, browsing actions, and usage patterns. The information we obtain in this manner may include your device IP address, identifiers associated with your devices, types of devices connected to our services, web browser characteristics, device characteristics, language preferences, referring/exit pages, clickstream data, and dates and times of visits to our Site.

## **Use of Personal Data**

We use the Personal Data that we collect:

- To make our Sites more intuitive and easier to use we use device data, cookies and other information that you may provide. This data is necessary for our legitimate interests in monitoring how our Sites are used to help us improve these Sites, and the information and tools available on these Sites.
- To provide relevant marketing including providing you with information about events or services that may be of interest to you. It is necessary for our legitimate interests to process this information in order to provide you with tailored and relevant marketing, updates and invitations.
- To consider individuals for employment and contractor opportunities and manage on-boarding processes we use job applicant data. The processing is necessary for the purposes of recruitment and on-boarding.
- To carry out any other purpose for which the information was collected.

We may also use automated technologies to collect information about your equipment, browsing actions, and usage patterns. The information we obtain

in this manner may include your device IP address, identifiers associated with your devices, types of devices connected to our services, web browser characteristics, device characteristics, language preferences, referring/exit pages, clickstream data, and dates and times of visits to our Site.

The information we collect through cookies and similar technologies helps SuiGame

- (1) remember your information so you will not have to re-enter it;
- (2) understand how you use and interact with our website;
- (3) measure the usability of our website and the effectiveness of our communications;
- (4) otherwise manage and enhance our website, and help ensure it is working properly. Your browser may tell you how to be notified when you receive certain types of cookies or how to restrict or disable certain types of cookies. Please note, however, that without cookies you may not be able to use all of the features of our website.

## **Marketing Choices**

You have control regarding our use of Personal Data for direct marketing. In certain markets, you will need to expressly consent before receiving marketing. In all markets, you can choose to not receive marketing communications at any time. If you no longer wish to receive marketing communications from SuiGame, or remain on a mailing list to which you previously subscribed, or receive any other marketing communication, please follow the unsubscribe link in the relevant communications or contact us as specified below.

## **How We Share Your Information**

- With vendors, consultants and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation or legal process, or as otherwise required by any applicable law, rule or regulation;



- If we believe your actions are inconsistent with our user agreements or policies, or to protect the rights, property and safety of us or any third-party;
- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company;
- With your consent or at your direction; and
- We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

## SuiGame Foundation Sub-Processors

We use the following sub-processors to operate our Services:

Third-Party Service or Vendor	Type of Service	Location
Segment.io Inc.	Site Visitor Data Platform	United States
Google	Site Visitor Analytics	United States
Lever, Inc.	Applicant Tracking Platform	United States
ActiveCampaign, LLC	Visitor Tracking and Communication Platform	United States
Mixpanel	Site Visitor Analytics	United States
HubSpot, Inc.	CRM Service	United States

ipstack	IP Address Geolocation	Austria
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## Legal Bases For Processing (For EEA Users)

If you are an individual from the European Economic Area (“EEA”), we collect and process your Personal Data only where we have legal basis for doing so under applicable EU laws. The legal basis depends on the Services you use and how you use them. This means we collect and use your personal data only:

To operate our business, including to improve and develop our services, for fraud prevention purposes, improve user experience, or other legitimate interest;

- To fulfill contractual responsibilities; and/or
- As otherwise in compliance with law.

If you have any questions about the legal basis for processing, please contact us at the address listed in the “Contact Us” section.

## Transfer of Personal Data To Other Countries

We may transfer your Personal Data to countries outside the United Kingdom and the European Economic Area (“EEA”), including, but not limited to the United States, where SuiGame’s headquarters and some of its IT systems (including email) are located.

## How We Protect Your Information

Protecting your information is important to us. We maintain administrative, technical and physical safeguards designed to protect against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use of Personal Data.

## **How Long We Retain Your Information**

We strive to only keep your Personal Data only for the period of time needed for legitimate business purposes. In certain circumstances, however, legal or regulatory obligations may require us to retain records for a longer than we otherwise would.

## **Children's Information**

Our Services are not directed to children under the age of 16. If you learn that a child under the age of 16 has provided us with personal information without consent, please contact us.

## **Your Rights**

If you are in the EEA you have have the right, subject to certain exceptions, to request a copy of the Personal Data we are processing about you, to require that any incomplete or inaccurate Personal Data is amended, to request that we delete your Personal Data (although we may not be able to delete certain data due to legal or other obligations), to object to the use of your Personal Data or to withdraw consent.

If you are in the EEA, you also have a right to lodge a complaint with the local data protection authority if you believe that we have not complied with the applicable data protection laws.

You may also contact us to address and resolve concerns you may have about our use of your Personal Data. Please contact us at [support@suigame.io](mailto:support@suigame.io).

## **Changes To This Privacy Policy**

We reserve the right to change and update this Privacy Policy from time to time. If we make changes, you will be notified of the change by the date at the top of Privacy Policy, which will reflect the last date updated.

## **Third-Party Services, Applications, and Websites**

Certain third-party services, websites, or applications you use, or navigate to from our Services may have separate user terms and privacy policies that are independent of this Policy. This includes, for example, websites owned and operated by our customers or partners. We are not responsible for the privacy practices of these third-party services or applications. We recommend carefully reviewing the user terms and privacy statement of each third-party service, website, and/or application prior to use.