

# CELERX

## USER TERMS AND CONDITIONS OF SERVICE

Last Updated: January 24, 2021

Welcome to CelerX! These terms and conditions are entered into between ChainScale Inc., its affiliates and subsidiaries (“**CelerX**”, “**we**”, “**us**”, or “**our**”) and you or the legal entity you represent (“**you**” or “**your**”).

By using CelerX, whether through the CelerX mobile application (“**CelerX**”), or any other associated websites (collectively, the “**Site**”), application programming interfaces (“**APIs**”), the CelerX Software Development Kit (“**CelerX SDK**”), or any of our other desktop or mobile applications (collectively, the “**Services**”), you (a) acknowledge that you have read these terms and conditions of service, our Privacy Policy located at [celerx.app](#) (the “**Privacy Policy**”), our Developer Agreement (if applicable to you as a developer), and all obligations and rules that may be included within each Competition (as defined in these Terms) in which you participate (“**Rules**”) (these terms and conditions of service, the terms of any policy incorporated herein, and the Rules are collectively referred to as the “**Terms**”) in their entirety; (b) agree to be bound by the Terms; and (c) are authorized and able to accept these Terms. If you don’t wish to be bound by the Terms, do not click “I accept” and do not register with CelerX or otherwise use the Services. Declining to accept these Terms means you will be unable to participate in use the Services.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN SECTION 16. YOU AGREE AND UNDERSTAND THAT IF WE CANNOT RESOLVE A DISPUTE THROUGH OUR OPERATIONS TEAM, ALL DISPUTES ARISING UNDER THESE TERMS SHALL BE SETTLED IN BINDING ARBITRATION. YOU ALSO AGREE AND UNDERSTAND THAT ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY AND PARTICIPATION IN A CLASS ACTION LAWSUIT.**

### 1. GENERAL USE

- 1.1. Changes to the Terms.** We may amend, change, modify or revise the Terms at any time, and we may post a notice on the Site or when you use the Services, and you can see when these Terms were last revised by referring to the “Last Updated” legend above. Your continued use of Services means you accept any new or modified Terms. You are responsible for reviewing the Terms for any changes, so please check back here from time to time.
- 1.2. Eligibility.** By accepting these Terms you represent and agree that you (a) are a natural person who is at least 18 years of age or the age of majority in your jurisdiction, and who is personally assigned to the phone number or email address submitted during your registration of an Account, if you have registered an Account; (b) have the power to enter into a contract with CelerX; (c) are physically located in a jurisdiction in which participation in any Service you use is permitted and unrestricted by that state or country’s laws; and (d) at all times will abide by these Terms. If any one of these requirements is not met at any time, we may suspend or close your Account with or without notice. If you believe that a child under 18 or the age of majority in your jurisdiction has gained access to the Services, please contact us at [developer@celerx.app](mailto:developer@celerx.app). We have taken commercially reasonable steps to restrict use of Services to those who are at least 18 years old or the age of majority in their jurisdiction. We do not sell products or services for purchase by minors. In the event that you are under the age of 18, you must have your parent or guardian’s consent to this Agreement and CelerX may require them to enter into this Agreement on your behalf based on your jurisdiction.

### 2. ACCOUNTS

- 2.1. Registration.** To be eligible access certain features of our Services, you may be required to register an account for Services associated with a verified identity approved in accordance with these terms (an “**Account**”). When you create an Account, we may request certain personally identifiable information, including but not limited to your name, a legitimate phone number, and a legitimate email address that you control and to create a username and password. The password and username may be needed to access some of the Services. As a registered user, you can update

your Account settings, including your email address, by logging into your CelerX Account inside of CelerX by navigating to “Account Settings” from the home screen. Also, if you forget either your password or username, you can visit the Site or email us for help. Please keep your username and password secret because you are responsible for all activity taken through your Account. Although we may offer a feature that allows you to “save” or “remember” your password, this feature makes it possible for third parties to access your Account, so please use that feature prudently, because such use is at your own risk. We may, in our sole discretion, reject, change, suspend and/or terminate an Account.

- 2.2. **Your Account.** You, as the holder of your Account, are solely responsible for complying with these Terms, and only you are entitled to all benefits accruing thereto. You may not allow any other person to (i) access your Account; (ii) access Services through your Account; or (iii) accept or use prizes, winnings and other representative of value (including without limitation digital trophies or virtual goods) (collectively “**Winnings**”). Your Account is not transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your Account.
- 2.3. **Personal Location Data:** As a part of our Services, we may collect location information from your device. If you would like to opt out of having this information collected, you can disable location access to CelerX through the Settings menu on your mobile device.
- 2.4. **Use of Information Collected.** By upgrading an account and providing an email address and phone number, users authorize CelerX to provide them with important announcements, relevant promotions, and other related communications. Users will always have the opportunity to opt out of these communications at any time, and the use of such information is governed by our Privacy Policy.
- 2.5. **Access.** To access our Services, you must have the necessary equipment (such as a smartphone or laptop) and the associated telecommunication service subscriptions to access the Internet. Our Services can be accessed directly using CelerX or the Site. Access to our Services may become degraded or unavailable during times of significant data congestion or in the event of a network failure. This could result in the inability to access some of our Services. Although we strive to provide you with excellent service, we do not represent that the Services will be available without interruption and we do not guarantee that game matching and result submissions for Competitions (as defined below) will be successful in all circumstances. CelerX shall not be liable for any losses resulting from or arising out of transaction delays or a failure of network protocols.

### 3. SERVICES AND SOFTWARE

### 3.1. General

- 3.1.1. **Our Services.** CelerX permits users to interact with and participate in skill-based games, online tournaments and competitions (collectively, “**Competitions**”) with other CelerX users via a portal. Users who have created Accounts can compete in Competitions via our Services offered from time to time. We may, with or without notice to you: (1) modify, suspend or terminate your access to the Site, Services and/or Software for any reason without liability; and (2) interrupt the operation of the Site, Services and/or Software as necessary to perform maintenance, error correction, or other work. We may suspend and/or close the account of any user who violates, or whom we reasonably believe may be in violation of or will violate, these Terms, at any time without notice and without liability.
- 3.1.2. **Software.** If you wish to participate in Competitions or receive Services, you may be required to first download certain proprietary CelerX software and/or mobile applications, including CelerX (together with the content included therein, any associated documentation, and any application program interfaces, license keys, and patches, updates, upgrades, improvements, enhancements, fixes and revised versions of any of the foregoing, is collectively “**Software**”). If you do not download the Software, you may not be able to participate in Competitions or receive relevant Services. Sometimes you will download the Software directly from us, and sometimes you will download Software from a third party, such as a game developer or Apple’s App Store, but in either case your use of the Software is subject to these Terms, in addition to any other applicable terms from a third party. We license the Software to you under Section 11.
- 3.1.3. **Remote Access and Updates.** We choose to offer technical support for Software from time to time in our discretion. Such technical support may require that we remotely access your device on which the Software is installed (“**Device**”). Also, if and when we update the Software or deploy patches, updates, and modifications CelerX, we may do so through remote access of your Device without your knowledge. You hereby consent to these activities. You acknowledge that if we cannot remotely access your Device, then the Software may no longer work, and this may prevent you from participating in Competitions or otherwise receiving Services. Our access to your Device will be limited solely to (i) providing support (ii) updating the Software or (iii) determining your location for regulatory purposes only, and is governed by the terms of our Privacy Policy.
- 3.1.4. **Beta Releases.** For any Service that is identified by us as a “beta” version (“**Beta Service**”), you acknowledge and agree that a Beta Service may contain more or fewer features than the final release of the Service. We reserve the right, in our sole discretion, not to release a final release of a Beta Service or to alter its features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics. Beta Services may not be suitable for production use and may contain errors affecting proper operation and functionality. You acknowledge and agree that in no event shall CelerX be liable for damages, including any losses as a result of a failure of any Beta Service.
- 3.1.5. **Third Party Sites.** You may be able to access third-party websites or services via the Software, Services or the Site. We are not responsible for third-party websites, services, or content available through those third-party services. You are solely responsible for your dealings with third-parties (including advertisers and game developers). Your use of third-party software, websites or services may be subject to that third-party’s terms and conditions and privacy policy.

## 4. COMPLIANCE WITH LAWS

- 4.1. Prohibited US States/Countries.** You acknowledge that various rules, regulations and laws addressing sweepstakes, contests, and tournaments with entry fees and/or prizes govern your participation in Competitions (“**Gaming Laws**”), and that Gaming Laws are set up by each individual US state, country, territory, or jurisdiction. Therefore, we DO NOT offer Cash Competitions (as defined below) to users participating in Competitions in any jurisdiction in which such Competition violates its Gaming Laws (“**Prohibited Jurisdiction**”), and if you are located in any Prohibited Jurisdiction then you may not participate in Cash Competitions. In the United States, Prohibited Jurisdictions, as of the “Last Updated” date above, include: Arizona, Arkansas, Connecticut, Delaware, Louisiana, Montana, New Mexico, South Carolina, South Dakota, and Tennessee. For card games, Prohibited Jurisdictions include Maine and Indiana. It is your responsibility to determine whether the state, country, territory or jurisdiction in which you are located is a Prohibited Jurisdiction. We reserve the right (but have no obligation) to monitor the location from which you access Services, and we may block access from any Prohibited Jurisdiction.
- 4.2. Additional Laws.** In addition to Gaming Laws, you are also subject to all municipal, state and federal laws, rules and regulations of the city, state and country in which you reside and from which you access and use Services, including without limitation U.S. securities laws, commodities laws, money transmission regulations, and sanction and export laws (together with Gaming Laws, the “**Applicable Laws**”). You are solely responsible for your compliance with all Applicable Laws. Access to some or all of the Competitions may not be legal for some or all residents of, or persons present in, certain jurisdictions. SERVICES AND COMPETITIONS ARE VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS. YOUR PARTICIPATION IN COMPETITIONS IS AT YOUR OWN RISK, AND YOU AGREE NOT TO HOLD US RESPONSIBLE OR LIABLE IF APPLICABLE LAWS RESTRICT OR PROHIBIT YOUR ACCESS OR PARTICIPATION. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY COMPETITION OR USE OF SERVICES, NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.

## 5. REPRESENTATIONS, WARRANTIES AND RISKS

- 5.1. Risk of Regulatory Actions in One or More Jurisdictions.** You represent that you understand that the Services may be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit our ability to continue to develop or offer some or all of the Services in your jurisdiction, or which could impede or limit your ability to access or use the Services, and that you understand that we shall not be liable to you in such events except for any requirement to provide you with a refund under applicable law.
- 5.2. Authority; Compliance with Terms; Accuracy of Information.** You represent and warrant to us that (1) you have the right, authority, and capacity to agree to these Terms, to register for an Account, and to participate in those Competitions for which you register; and (2) you will comply with these Terms when participating in Competitions, receiving Services, and/or using Software; and (3) all information you supply to us is complete, accurate and current (and knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate termination of your Account and forfeiture of Winnings).

## 6. YOUR INDEMNIFICATION OF US

- 6.1. Indemnification.** You will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorneys' fees, arising out of or relating to (i) your breach of these Terms; (ii) any use of your Account, the Site, the Software and the Services by any person including yourself; (iii) your violation of Applicable Laws; and/or (iv) your negligence or misconduct. CelerX reserves 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 with our defense of these claims. You agree not to settle any matter without the prior written consent of CelerX. CelerX will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 7. PRIVACY

- 7.1.** We are committed to your privacy, and our Privacy Policy, the terms of which are incorporated into these Terms as if set forth in their entirety, explains the policies put in place and used by us to protect your privacy as you visit the Site, participate in Competitions, download and use the Software or otherwise use the Services. We receive, store and use all information that you submit to the Site and all information you submit in registering for and participating in Services in accordance with the Privacy Policy, so please read it carefully.
- 7.2.** Using the Software and Services requires an Internet connection to our servers, and we may need to collect certain information from you and your Internet-enabled device ("**Device**") in order to make the Software and Services available to you, such as hardware system profile data, internet connection data and any other data related to the operation of the Service from any Device that logs onto the Service using your Account. We will use this information in accordance with the Privacy Policy.
- 7.3.** By registering for an Account, you agree to allow us to publicly display your username and tournament records, and to use this information for any purpose in accordance with our Privacy Policy. By using the Services, you agree to allow us to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or any biographical information that you submit to us ("**Biographical Information**") for promotional, marketing or related business purposes, without compensation to you. However, we will never sell your Biographical Information without your prior written consent, and our use of your personally identifiable information is always governed by our Privacy Policy.

## 8. WINNINGS, ACCOUNT FUNDS, AND PAYMENTS

- 8.1. Fees.** Fees and payments for Services that you pay to participate in Competitions ("**Fees**") and billing procedures are detailed on the Site, the CelerX application, or in the billing applications we use from time-to-time. If Fees are charged to your Account, you agree to pay those Fees. All Fees are stated in U.S. Dollars, must be prepaid and are non-refundable. You are fully responsible and liable for all charges, deposits and withdrawals made under your Account, including any unauthorized charges, deposits or withdrawals. The price of Services may change at any time, but no price change will affect your past purchases.
- 8.2. Billing.** We may change Fees and billing procedures by updating our billing procedures with or without direct notice to you, but such changes will be reflected on the Site, the CelerX application, or the billing application in effect at that time. If you do not agree to the new Fees or billing procedures, you will not be able to continue using our Services. By providing a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize us to charge you for the Services using your payment method; and (iii) authorize us to charge you for

any paid feature of the Services that you choose to sign up for. We may bill you (a) in advance; (b) at the time of purchase; or (c) shortly after purchase, in our sole discretion as described when you access our Services. You must tell us within 120 days after an error first appears on your bill for an investigation of the charge to occur promptly. After 120 days from the first appearance of the error, we (i) will not be liable for any losses resulting from the error and (ii) will not be required to correct the error or provide a refund. If we identify a billing error, it will be corrected within 90 days. You agree to pay for all reasonable costs we incur to collect any past due amounts, including without limitation reasonable attorneys' fees and other legal fees and costs.

- 8.3. Cash Competitions.** If you play games integrated in a Competition without depositing U.S. Dollars into your Account for that Competition, then you are a "Non-Cash Player" with respect to such Competition. However, if you play in a Competition that requires an entry fee paid in U.S. Dollars ("**Cash Competition**"), then you are a "Cash Player", and if you establish a positive Account balance for entry fees for Cash Competitions, then you must submit and maintain at all times the following current and correct information: your full name, your phone number and your credit card or other payment information. Participating in Cash Competitions may require establishing a positive Account balance in any amount we determine. If you are a Cash Player, by submitting this information, you consent to allowing us to share your personal and payment information in confidence with third party service providers for the purposes of validating your identity and assessing the transaction risk associated with accepting your selected method of payment, and for any other purpose as detailed in our Privacy Policy. If you make a credit card deposit, an authorization request will be submitted to the issuing bank of at least Ten U.S. Dollars (US\$10.00) to your credit limit, even if the actual amount charged may be lower. When you withdraw funds from your account, you may be required to submit your social security number or other identifying information. Failure to provide your social security number or other requested identifying information at that time may result in inability to process your withdrawal for any winnings.
- 8.4. Bonus Funds.** If you are a Cash Player then you may be granted bonus funds and/or credits ("**Bonus Funds**"). Bonus Funds can be used to enter Cash Competitions by paying up to 20% of the Cash Competition entry fee, but cannot be withdrawn or used for any other Service. When you enter a Cash Competition, US\$0.02 (two U.S. cents) of Bonus Funds will be used to enter the competition for every US\$0.10 (ten U.S. cents) spent on the Cash Competition entry fee. When you win a Cash Competition, any Bonus Funds that you have used to pay the entry fee will be returned to you and any additional winnings beyond your entry fee will be paid in U.S. Dollars. If you initiate a withdrawal of funds from your Account, you will forfeit all Bonus Funds currently in your Account. If you do not enter a Cash Competition within a continuous 60 day time period, all Bonus Funds in your account will be forfeited.
- 8.5. Withdrawals.** If you are a Cash Player, you may request a withdrawal of funds from your available Account balance at any time. Digital Assets (as defined below) and Bonus Funds cannot be withdrawn. Processing of requested funds is made by Skrill or by refund to the payment method used to make your deposit and may take up to ninety (90) days; provided, however, that we may freeze your Account and/or delay a request for withdrawal of funds pending completion of any investigation of reported or suspected Abuse, verification of eligibility or to comply with Applicable Laws. A withdrawal request processing fee of up to \$2.00 for any withdrawal of less than \$10.00 may be assessed.
- 8.6. Return of Funds Upon Account Closure.** If you close your Account, funds in your Account will be returned subject to the terms of Section 8.5. If your Account is unilaterally closed or terminated for cause as allowed in these Terms, funds in your Account may be forfeited and not returned to you. If your funds are forfeited by you in accordance with this Section or Section 8.9 hereof, these funds may be used to defray the costs of administration and enforcement of these Terms, allocated or disbursed such amounts to other Services or donated these funds.
- 8.7. Inactive Accounts.** If your Account is inactive (i.e. you have not entered at least one (1) Competition) for three (3) consecutive months or more, a maintenance fee of \$2.00 per month may be charged (the "**Monthly Maintenance Fee**"). After two or more months of inactivity you will be notified by email that if your Account remains inactive for one more month, the Monthly

Maintenance Fee will be deducted from your Account each consecutive month after that that it remains inactive. The Monthly Maintenance Fee will not be deducted from your Account if there are no funds in your Account. However, if your Account has no funds and has been inactive for twelve or more consecutive months, your Account may be closed.

- 8.8. Eligibility for Winnings.** If you are eligible to receive Winnings, we may require that you provide proof that you are, or were at the time of your participation in the subject Competition, eligible to participate in accordance with these Terms and that your participation was in accordance with these Terms. If you do not provide such proof to our reasonable satisfaction, then you will not receive the relevant Winnings. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with our efforts to do this. We may also reduce payment to you without notice to adjust for any previous overpayment.
- 8.9. Credit Card/Skrill Use.** When you pay for any charges by credit card, you represent to us that you are the authorized user of such credit card. You must promptly notify us of any changes to your credit card account number, its expiration date and/or your billing address, or if your credit card expires or is canceled for any reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party (such as Skrill) in connection with the Services. Any attempt to defraud through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your Account, forfeiture of Winnings, and pursuit of civil litigation and/or criminal prosecution.
- 8.10. Tax Matters.** If you are a U.S. resident, we may send you an IRS Form W-9 and 1099-MISC or other appropriate form if your Winnings total \$600 or more in any given calendar year. Depending on the state in which you reside, we may also send you additional federal or state tax forms. Without limiting the foregoing, we may withhold from your existing Account balance and/or from future Winnings any amount required to be withheld by Applicable Laws, including amounts due in connection with your failure to complete relevant tax documentation, but you remain solely responsible for paying all federal, state and other taxes in accordance with all Applicable Laws.
- 8.11. Refunds.** We do not grant any refund unless otherwise required by law.

## **9. ACCEPTABLE USE POLICY**

- 9.1. Rules of Conduct.** You are personally responsible for your use of Services and Software, and while using Services and Software you must conduct yourself in a lawful and respectful manner in accordance with our rules of conduct below. We may temporarily or permanently ban users who violate these rules, or who abuse email communications, support communications, or the community purpose of any message board areas, as determined by us in our sole discretion. We reserve the right to disable a player's ability to upload profile photos or edit their username at any time.
- Service usernames will be displayed as 'Your Name'; impersonating other players is not allowed.
  - Do not share personal information (your name, phone number, home address, and password) with other users.
  - Do not transmit or upload any copyrighted, or trademarked materials in messages or postings.
  - Information disclosed in chat rooms, message boards, gameplay dialogue or via electronic message is revealed to the public, and we are not responsible for information you choose to disclose to others.
  - You may not commit fraud with regard to any Service.
  - You may not attempt to impersonate or deceive another user for the purposes of illicitly obtaining private keys, passwords, account information etc. ("**scamming**").

You may not make any commercial use of any of the information provided on the Website or through the

Services nor make any use of the Website or Services for the benefit of a business.

- 9.2. Your Content.** You acknowledge that the Service is a passive conduit for user content and that we do not pre-screen user content or communications. We do not control, verify or pay for any user content or communications. We do not endorse, and specifically disclaim any responsibility or liability for, any publicly posted content. In addition, we may terminate your access to any public forums at any time, without notice, for any reason whatsoever, and/or delete, move or edit content submitted publicly, in whole or in part. You may only upload, send, and receive messages and material that is related to the subject matter of the public forums, complies with Applicable Laws, and conforms to any additional terms of service we post in the public forums. You may not upload to, distribute, or otherwise publish any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties. Submissions or opinions expressed by users are that of the individual expressing such submission or opinion and may not reflect our opinions. Subject to the foregoing, we may edit, refuse to post, or to remove any information or materials that you submit to us, in our sole discretion. You may not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of your submissions or content. We may, but shall not be obligated to, remove or edit any of your submissions or content for any reason.
- 9.3. Cheating, Fraud, and Abuse.** In accessing or participating in Services or using the Software, you represent and warrant to us that you will not engage in any activity that interrupts or attempts to interrupt the operation of the Services or Software. Anyone who engages in, participates in, or displays behavior that may be interpreted, in our sole discretion, as unfair methods in participating in Services or using the Software, including but not limited to, the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, and collusion with bots), intentionally poor play in certain games to achieve competitive advantage, collusion with other players (e.g. intentionally losing rematches in Cash Competitions), money laundering, harassment of other participants, posting objectionable material, breach of these Terms, breach of security of your Account or, or any other act (whether through the use of automated technology or otherwise) that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, “**Abuse**”), you will be subject to immediate sanction (as determined by us in our sole discretion), which may include, without limitation: (1) immediate termination of your Account and blocking of your access to the Site and Services; (2) any Winnings that you may otherwise have been entitled to receive shall be void and forfeited; and (3) any Winnings received by you may be subject to disgorgement and/or recoupment. In addition to the foregoing, we reserve the right to disclose or report any money laundering similar illegal activity to law enforcement and regulatory authorities. Without limiting our other available remedies, we may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of Abuse, including without limitation recovering all of our fees and expenses (including reasonable attorneys’ fees) in connection with such efforts.
- 9.4. Hacking, Tampering, or Unauthorized Access.** Any attempt to gain unauthorized access to our systems or any other user’s account, interfere with procedures or performance of Services, Software or the Website, or deliberately damage or undermine the Services or Software is subject to civil and/or criminal prosecution and will result in immediate termination of your Account and forfeiture of your Winnings. You acknowledge that we are not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of Services or your Account.
- 9.5. Restrictions.** Except with respect to open-source software CelerX has made available publicly, any use, reproduction or redistribution of the Service, Software, or related products or services not expressly authorized by these Terms is expressly prohibited. You may not engage in, or assist



others to engage in, conduct that would damage or impair our property including, without limitation: (a) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (b) providing unauthorized means through which others may use Services; (c) taking actions that impose an unreasonable or disproportionately large load on our or our suppliers' network infrastructure, or that could damage, disable, overburden, or impair our Site or Services; (d) interfering with any other party's use and enjoyment of Services and/or Software (including cheating) or the Site; and/or (e) attempting to gain unauthorized access to third party accounts, the Service, or Software.

## 10. COPYRIGHT COMPLAINTS

**10.1. DMCA.** The Digital Millennium Copyright Act (DMCA) provides copyright owners who believe that their rights under the United States copyright law have been infringed by acts of third parties over the Internet with ways to protect their rights. If you believe that your copyrighted work has been copied without your authorization and is available in the Services in a way that may constitute copyright infringement, you can provide notice of your claim to the designated agent listed below. For your notice to be effective, it must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly infringed;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located; Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party can be contacted;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Celer's Designated Agent can be reached at: [info@celerx.app](mailto:info@celerx.app).

## 11. PROPRIETARY RIGHTS

**11.1. Your Content.** Subject to these Terms, you grant to us a worldwide, perpetual, unrestricted, royalty-free license to use, copy, modify, distribute, publish, perform, transmit, and display any and all communications, materials, content and information that you submit to us, whether directly or through the Site, Services or Software ("**Content**"), and waive any moral rights you may have in the Content. Subject to these Terms, any communication or material you transmit to us, including any data, questions, comments, suggestions, or the like, will be treated by us as non-confidential and non-proprietary. Subject to these Terms, we may use Content for any purpose, without any compensation, accounting or other liability or obligation to you. If you use or share Content in a way that infringes others' copyrights, trademarks, other intellectual property rights, or privacy rights, you are breaching these Terms. You represent and warrant to us that for the duration of these Terms you have (and will have) all the rights necessary for the Content you upload or share on the services and that the use of the Content, as contemplated in this Section will not violate any Applicable Laws. If your Account is cancelled or terminated, we may permanently delete your Content from our servers and we have no obligation to return Content to you except to the extent provided under applicable law.

**11.2. Ownership of Services; License to Services.** Excluding any open source software (as further described in Section 11.3) or third-party software that the Software or the Services incorporate, as between you and Celer, CelerX owns the Software and the Services, including all technology,

content and other materials used, displayed or provided in the Software or in connection with the Services (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, non-transferable, license to access and use those portions of the Software and the Services that are proprietary to Celer.

- 11.3. CelerX License; Open Source Software License; Limitations.** Portions of the Software and the Services are governed by the most recent version of the open source licenses listed at <https://github.com/celer-network> (as of the date these Terms were last updated) and any other applicable licensing terms for the Software and the Services in these Terms (collectively, the “**CelerX License**”). You acknowledge that the Software or the Services may use, incorporate or link to certain open-source components and that your use of the Software or Services is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “**Open-Source Licenses**”). Without limiting the generality of the foregoing, you may not: (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Software or the Services; (b) use the Software or the Services for time-sharing or service bureau purposes; or (c) otherwise use the Software or the Services in a manner that violates the CelerX License or any other Open-Source Licenses.
- 11.4. Trademarks.** Any of CelerX’s product or service names, logos, and other marks used on the Site or as a part of the Services, including CelerX’s name and logo are trademarks owned by CelerX, its affiliates or its applicable licensors. You may not copy, imitate or use them without CelerX’s (or the applicable licensor’s) prior written consent.
- 11.5. Digital Assets.** Some Services and Software may allow you to create digital objects, such as avatars. Such digital objects, in addition to any digital or virtual objects or assets we assign to your Account are collectively referred to as “**Digital Assets**”. You acknowledge that because all Digital Assets are created through the Software and/or Services, we solely and exclusively own all Digital Assets. To the extent we do not automatically own any Digital Asset, you hereby irrevocably, expressly and automatically assign to us, in perpetuity, all right, title and interest in and to any such Digital Assets, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights throughout the world. If you have any rights to Digital Assets that cannot (as a matter of law) be assigned to us in accordance with the foregoing, you unconditionally and irrevocably: (i) waive the enforcement of such rights against us; and (ii) grant to us an exclusive, irrevocable, perpetual, worldwide, royalty-free license (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally perform and otherwise use and exploit such Digital Assets, (b) to use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating or derived from Digital Assets, and (c) to exercise any and all other present or future rights not yet known in Digital Assets. Subject to these Terms, we grant you a limited license to use Digital Assets through your own Account solely for purposes and in furtherance of your use of Services.

## **12. THIRD-PARTY LINKS & ADS; OTHER USERS**

- 12.1. Third-Party Links & Ads.** The Site or Service may provide links to third-party websites and services, and/or display advertisements for third parties (collectively, “**Third-Party Links & Ads**”). Such Third-Party Links & Ads are not under the control of CelerX, and CelerX is not responsible for any Third-Party Links & Ads. CelerX provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

## **13. TERM AND TERMINATION**

- 13.1. Term and Termination.** These Terms apply to you and to us from the date that you accept them as provided above, until termination of your use of the Services (whether by deactivation, cancellation, closure, expiration or termination of your Account by you or us or otherwise). You may terminate these Terms at any time and for any reason by going to your Account webpage and following the account closure process. Upon termination of your Account, you must immediately discontinue use of the Services and the Software and your Account. Immediately upon termination of your Account, all license and rights granted to you under these Terms automatically terminate. Any and all terms and conditions within these Terms which should, by their nature, survive termination of these Terms, will survive such termination (including without limitation Sections 6-9, 11, 13, and 13-17).

#### **14. DISCLOSURES; DISCLAIMERS**

- 14.1. GENERAL DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SERVICES, PRODUCTS, INFORMATION AND DATA PROVIDED OR MADE AVAILABLE BY US (INCLUDING WITHOUT LIMITATION SOFTWARE) ARE “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND YOU ASSUME THE ENTIRE RISK WITH RESPECT THERETO. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES, YOUR ACCOUNT, SOFTWARE, VIRTUAL GOODS AND/OR THE SITE WILL BE SECURE, VIRUS-FREE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SAME

WILL FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD-PARTY COMPONENT, TECHNOLOGY, HARDWARE, SOFTWARE, OR SYSTEM.

- 14.2. Disruptions and Outages.** We strive to keep Services up and running; however, all online services suffer occasional disruptions and outages, we are not responsible or liable for any disruption or loss you may suffer as a result. You should regularly backup content that you store on the Services.

## **15. LIMITATIONS OF LIABILITY**

- 15.1.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER WE, NOR OUR SUPPLIERS OR LICENSORS, WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL), OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, OR ANY INFORMATION, SERVICES, PRODUCTS OR SOFTWARE MADE AVAILABLE OR ACCESSIBLE TO YOU, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF WE OR OUR THIRD PARTY SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.
- 15.2.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS SHALL NOT EXCEED U.S. \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS BY YOU WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO OUR PRODUCTS, INFORMATION OR SERVICES.

Certain jurisdictions do not allow limitations of liability for incidental, consequential or certain other types of damages; as such, the limitations and exclusions set forth in this Section may not apply to you.

## **16. DISPUTE RESOLUTION AND ARBITRATION**

**PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION FOR RESIDENTS OF THE U.S.**

- 16.1. Notification of Disputes.** In the event that you experience issues with the Services, please contact us first! We strive to improve our services and want to address your concerns without resorting to formal legal proceedings. Before filing a claim, you agree to try to resolve the dispute informally by contacting CelerX first at [developer@celerx.app](mailto:developer@celerx.app).
- 16.2. Agreement to Arbitrate.** You and CelerX agree to resolve any claims relating to these Terms (including any question regarding its existence, validity, termination, or any services or products provided and any representations made by us) through final and binding arbitration. You agree to first give us an opportunity to resolve any claims by contacting us as set forth in Section 16.1 above. If we are not able to resolve your claims within 60 days of receiving the notice, you may seek relief through as set forth below.

- 16.3. Arbitration Procedure.** Either you or CelerX may submit a dispute (after having made good faith efforts to resolve such dispute in accordance with Sections 16.1 and 16.2 above) for final, binding resolution by arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "**AAA Rules**"), which are deemed to be incorporated by reference. Judgment on any arbitral award may be entered in any court having jurisdiction over the party (or the assets of the party) due and owing such award.
- 16.4. Class Action Waiver.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR WE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS. IF THIS WAIVER IS FOUND TO BE ILLEGAL OR UNENFORCEABLE AS TO ALL OR SOME PARTS OF A DISPUTE, THEN IT WILL NOT APPLY TO SUCH PART. INSTEAD, THOSE PARTS SHALL BE SEVERED AND PROCEED IN A COURT OF LAW, WITH THE REMAINING PARTS PROCEEDING IN ARBITRATION.
- 16.5. Filing Requirement.** Claims or disputes must be filed within one year. To the extent permitted by applicable law, any claim or dispute under these Terms must be filed within one year from the date of the cause of action. If a claim or dispute is not filed within one year, it shall be permanently barred.
- 16.6. Arbitration Notice.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claims to CelerX. If we request arbitration against you, we will give you notice at the email address you have provided. The AAA Rules, as well as further instructions on how to formally file an arbitration proceeding with the AAA, appear at [adr.org](http://adr.org), or you may call the AAA at 1-800-778-7879. CelerX can also help put you in touch with the AAA.
- 16.7. Controlling Law.** This Agreement is governed by Delaware law without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware, unless otherwise required by a mandatory law of any other jurisdiction.
- 16.8. Equitable Relief.** You agree that we would be irreparably damaged if these Terms were not specifically enforced. Therefore, in addition to any other remedy we may have at law, and notwithstanding our agreement to arbitrate disputes, we are entitled without bond, other security, or proof of damages, to seek appropriate equitable remedies with respect to your violation of these Terms in any court of competent jurisdiction.

## **17. MISCELLANEOUS**

- 17.1. Entire Agreement.** These Terms constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. Our failure to require or enforce strict performance by you of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision

or right in that or any other instance. Section titles in these Terms are for reference only and have no legal effect.

- 17.2. Severability.** The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.
- 17.3. Amendment and Modification.** These Terms cannot be modified by you and may only be modified by us as provided above.
- 17.4. Remedies.** No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses.
- 17.5. Assignability.** We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Services or Software.
- 17.6. Consent to Notice.** You consent to our providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you created your Account. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must close your Account.
- 17.7. Successors and Assigns.** These Terms are solely for your and our benefit, and not for the benefit of any other person, except for our successors and assigns.

A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Please send any questions or comments (including all inquiries unrelated to copyright infringement) to: [developer@celerx.app](mailto:developer@celerx.app). Please print these Terms for your records.