

Legend.Game Terms of Service

Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of the website and interface located at <https://legend.game/> (the “**Site**” or the “**Platform**”) offered by Legend Games (the “**Company**” “**we**,” “**our**”), which facilitates interaction with certain decentralized cryptographic protocols, which we do not own or control (“**Protocols**”) to effectuate the creation, deployment and bridging of non-fungible tokens (“**NFTs**”) and support sale and distribution of such NFTs on the decentralized blockchains on which the NFTs are recorded (“**Blockchain**”). To make these Terms easier to read, the Site and our services are collectively called the “**Services**”.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 18 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 17 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 16 (GOVERNING LAW) WILL APPLY INSTEAD.

The Company is not a wallet provider, exchange, broker, dealer, financial institution, payments processor, money services business, or creditor. The Company provides a peer-to-peer web3 service that helps users discover and interact with each other and NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with, or bridging to or from, and we do not execute or effectuate purchases, transfers or sales of NFTs. To use our Service, you must use a third-party wallet which allows you to engage in transactions on blockchains.

1. **Agreement to Terms.** By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, you are not authorized to use the Services.
2. **Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.
3. **Changes to these Terms or the Services.** We may update the Terms from time to time at our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
4. **Who May Use the Services?**
 - (a) **Eligibility.** **YOU MAY USE THE SERVICES ONLY IF YOU ARE 18 YEARS OR OLDER AND CAPABLE OF FORMING A BINDING CONTRACT WITH THE COMPANY, AND NOT OTHERWISE BARRED FROM USING THE SERVICES UNDER APPLICABLE LAW.** We will not knowingly solicit or collect personal information from any user under the age of 13. Do not attempt to use our Services if you are under the age of 13. If we become aware that a user is under the age of 13, we will promptly delete all personal information of the user. If you have information that suggests that a user of our Service could be under the age of 13, please send an email to contact@legend.game.

- (b) **Compliance.** The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in a country that is subject to embargo by the U.S., U.K., European Union or Cayman Islands authorities; and (b) you are not listed on any list of prohibited, sanctioned, or restricted parties maintained by the U.S., U.K., European Union or Cayman Islands authorities. You are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.
- (c) **Unauthorized Access.** You may not access or utilize the Site and/or Services for the purpose of web crawling, web harvesting, data mining, data extraction, scraping or aggregating information, including without limitation listings and smart contracts available on or through the Site and/or Services, or similar activities without our prior written consent in our sole discretion. Users who wish to engage in any of the foregoing activities must contact us at contact@legend.game to obtain our prior approval and an application programming interface (the “API”) to legally access our servers. We will evaluate requests as they are received and use reasonable business efforts to respond within fourteen (14) days. Upon approval we will issue the API. Failure to respond constitutes disapproval. We reserve the right to implement testing and maintenance of the API at our sole discretion. Engaging in any of the activities referenced in the first sentence of this paragraph without prior authorization is a prohibited material breach of these Terms and may subject violators to legal liability.

5. **About the Services.**

- (a) **The Platform.** Our Services facilitate interactions with the Protocols and Blockchains to allow individuals to bid on, purchase, trade, sell and bridge NFTs. The Company provides the Platform, which is an interface to interact with the Protocols and Blockchains. The Company does not provide the Protocol. Our Services also allows users to create and deploy NFTs.
- (i) You may participate in the Services by linking your digital wallet(s) on supported bridge extensions, which allows you to purchase, store, bridge, and engage in transactions using cryptocurrencies. You must have a supported electronic wallet extension and connect and unlock your digital wallets with that extension. Once you submit an order to sell or purchase a unique digital asset, your order is passed on to the applicable extension, which completes the transaction on your behalf.
- (ii) THE PLATFORM IS NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. THE COMPANY FACILITATES TRANSACTIONS BETWEEN OR FOR USERS ON THE PLATFORM BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN ANY USERS.
- (iii) YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE

THROUGH THE PLATFORM. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, THE COMPANY MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE PLATFORM.

- (b) **Transactions Are Conducted on the Blockchain.** While the Company offers a platform for NFTs, it does not buy, sell or take custody or possession of any NFTs, nor does it act as an agent or custodian for any user of the Services. Instead, each NFT that is listed for sale, auction, giveaway or other means of distribution will be deposited into a blockchain-based smart contract deployed by its seller, issuer or distributor. Each such NFT is released automatically upon consummation of the applicable transaction through the relevant Blockchain network. In the event of a bridging transaction, the applicable NFT that is to be bridged will be deposited into a blockchain-based smart contract deployed on the applicable source blockchain and the applicable bridging application on the destination blockchain will mint a corresponding NFT on the destination blockchain. All such transactions that you engage in will be conducted solely through the relevant Blockchain networks governing such NFT. You will be required to make or receive payments exclusively through the cryptocurrency wallet you have connected to the Platform. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Service. There may be royalties associated with the secondary sale of any NFT. You acknowledge and agree that the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network's nonfungible token standard and the Company does not have any control or ability to direct such funds or the obligation to collect such fees.
- (c) **Promotions Programs.** Your participation in certain programs (e.g., promotions, sweepstakes, giveaways, contests, etc.) made available through the Platform will be subject to additional terms and conditions specific to such programs as set forth by the sponsor of each promotion.
- (d) **Terms Applicable to Purchasers and Sellers.** If you are using the Services to purchase NFTs, you are a **"Purchaser,"** and if you are using the Services to sell, give away or otherwise distribute NFTs, you are a **"Seller."** If you are either a Purchaser or Seller, you agree to the following additional terms:
 - (i) **Purchase Terms.** Although the terms of sale, giveaway or other distribution for an NFT are displayed on the Platform, all such terms are determined by the Purchasers and Sellers and the sale and/or offer and receipt of NFTs are subject to such terms (e.g., with respect to the use of the NFT Content, as defined below in Section 5(e)(ii), or benefits associated with a given NFT) ("**Purchase Terms**"), including, but not limited to, the price to be paid for such NFT. The Company is not a party to any such Purchase Terms, which are solely between the Purchaser and the Seller, and is not responsible for ensuring compliance with such terms or mediating or resolving any disputes with respect to such Purchase Terms, including, but not limited to, any disputes arising out of or related to the authenticity of the NFT or any intellectual property rights associated with such NFT. The Purchaser and Seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms, and for resolving any disputes arising from any breach of any Purchase Terms. Seller must comply with and fulfill the Purchase Terms with respect to any NFTs that it sells. When you purchase or otherwise receive an NFT through the Services, you own all personal property

rights to the electronic record that comprises the NFT (i.e., the right to sell or otherwise dispose of that NFT). Unless expressly specified in the Purchase Terms, such rights, however, do not include the ownership of the intellectual property rights in any NFT Content. Rather, unless specified otherwise in the purchase terms, you have a license to use the NFT Content solely for the following purposes: (1) for Purchaser's own personal, non-commercial use; (2) attempts to sell or otherwise dispose of the NFT consistent with the ownership of it; and (3) as part of a third party offering compatible with the purchased NFT in the normal course of the permitted end-use of such offering.

- (ii) Costs and Fees. Transactions on the Platform may be subject to fees that the Company collects to support the NFT creators and Platform, as posted on the Site or otherwise set forth in these Terms. "**Revenue**" means the gross amount paid by the Purchaser of a sale of your NFT on the Platform. You further agree to pay all other applicable fees, including Gas Fees and hosting fees, and you authorize the Company to automatically charge you for any such fees or deduct such fees (including the Transaction Fee) directly from your amounts paid by the Purchaser. The payments made to Creators do not include any Taxes (as defined below), and the Company shall have no responsibility for payment of such Taxes regardless of the taxing authority. Each party shall be responsible for all Taxes imposed on its income or property. Purchasers will be responsible for paying all such fees. In addition, interactions with the Blockchain may also result in transaction fees or Gas Fees (as defined below) imposed by the Blockchain, which are also solely your responsibility. "**Gas fees**" mean the fees that fund the network of computers that run the decentralized blockchain network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the blockchain network.
 - (iii) Revenue Share and Fees. If you are a Seller, you will receive Revenue less the Transaction Fee for each initial sale of your NFT on the Platform. "**Transaction Fee**" means the percentage of the Revenue generated from the initial sale of your NFT sale of an NFT that is listed on the listing interface, as agreed by You, when determining to list your NFT for sale. The Transaction Fee may be, but is not required to be, the same percentage for all sales of NFT and may be changed from time to time prior to being agreed to on the listing interface with respect to.
- (e) Terms Applicable to Creators. If you are using the Services to create and deploy, you are a "**Creator**" and agree to the following additional terms:
 - (i) Royalties. If you are a Creator, in each sale by other Sellers following your initial sale of your NFT, you may receive the percentage of Revenue with respect to each such sale set forth in the applicable field of the NFT at the time of creation ("**Artist Royalty Fee**").
 - (ii) NFT Content. As between the Company and you, you shall continue to exclusively own all right, title and interest in and to the digital art embodied in the NFTs and any name, likeness, image, signature, voice and other identifiable characteristics included in the digital art embodied in the NFTs, creative assets you provide to the Company, and your name, logos and trademarks, and all intellectual property rights in the foregoing (collectively, the "**NFT Content**"). Notwithstanding the foregoing, you grant to the Company a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, license, with the right to sublicense through multiple tiers, to use NFT Content for the purpose of performing the Company's obligations under these Terms or in connection with the Company's ordinary course business activities.

- (iii) Creator Obligations and Perks. You shall obtain all rights to the NFT Content in connection with the use thereof by the Company as contemplated in these Terms, and the awarding and administration of the benefits that you sell or list in connection with the sale of your NFT, as applicable, including, but not limited to: (i) clearing and obtaining any rights in connection with the NFT Content, including any music performance rights and payment of royalties to any performing rights organizations; (ii) acquiring any services or materials needed in connection with the NFTs and benefits offered to Purchasers; and (iii) the costs and compliance for the benefits, including as specified in the Purchase Terms.
- (iv) Promotions Tool. Our Services may enable you to administer a promotion (e.g., a giveaway, contest, auction or sweepstakes) (a “**Promotion**”) through the use of a promotions tool (the “**Promotions Tool**”). By using the Promotions Tool, you (a) agree to fully release the Company from any liability in connection with the promotion, and (b) acknowledge and agree that a Promotion is not in any way sponsored, endorsed, or administered by the Company.
 - (1) Administration of Promotion. If you use the Promotions Tool to administer a promotion, you are responsible for the lawful operation of that promotion, including: (i) the official rules; (ii) offer terms and eligibility requirements (e.g., age and residency restrictions); and (iii) compliance with applicable rules (e.g. terms and conditions of any platform on which a Promotion may be advertised, restrictions on any prizes, etc.) and regulations governing the Promotion and all prizes offered (e.g., registration, bonding, and obtaining necessary regulatory approvals). You further represent and warrant that the Promotion administered through the Promotion Tools will be conducted in compliance with all applicable laws, rules, and regulations.
 - (2) Required Content. In using the Promotion Tool to administer a Promotion, you represent and warrant that you will provide official rules to the participants of such Promotions, and you further represent and warrant that the official rules for any such Promotion administered through the Promotion Tool will include the following provisions:

“This promotion is not sponsored by Legend Games(“Company”). You acknowledge and agree that the Company is not responsible for the administration or fulfilment of this promotion. By participating in this promotion, you hereby absolutely, unconditionally, and irrevocably covenant not to sue (at law, in equity, through private arbitration, or through any regulatory proceeding or otherwise) the Company in connection with this promotion. If you violate the foregoing covenant, you agree to pay, in addition to such other damages as a result of such violation, all attorneys’ fees and costs (which is to be interpreted broadly to include all out-of-pocket obligations incurred by Company in defending such action) incurred by Company as a result of such violation.”
 - (3) No Assistance. Company will not assist you in the administration of your Promotion, and you agree that if you use the Promotions Tool to administer your Promotion, you do so at your own risk.
- (v) Warranties. You represent and warrant that (i) you have the full right, power and authority to grant the rights granted or agreed to be granted hereunder,

including, but not limited to, fully cleared permissions, consents, rights and licenses to the NFT Content in these Terms; (ii) the NFT Content, the NFTs, and the listing and sale contemplated by these Terms, complies with all, and do not and will not violate any applicable law, statute, rule, or regulation, will perform in accordance with the intended specifications and without material error, and will be delivered free and clear of any claims, liens or rights of third parties; (iii) the NFT Content and Company's use thereof in accordance with these Terms does not and will not infringe any intellectual property rights of any third party or any right of privacy or publicity, or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any third party; (iv) you will fulfill your obligations under any terms with a Purchaser of the NFTs, as applicable; (v) any advertising or promotion of the NFTs by you or on your behalf will not constitute false, deceptive or unfair advertising or disparagement under any applicable laws and will not suggest a likely increase in value of the NFTs; and (vi) you will not use the proceeds retained from sales of the NFT, whether through the Platform or any other platform for capital raising purposes.

(f) **Terms Applicable to Bridgers.** If you are using the Services to bridge an NFT to or from different Blockchain networks, you are a **"Bridger"** and agree to the following additional terms:

- (i) **Risks.** All bridging services ("**Bridging Services**") are provided by their respective underlying protocols and/or developers on an "as is," "as available" basis. The Bridging Services, including their underlying Blockchains, are constantly under active development, and undetected bugs, errors, and vulnerabilities may remain undiscovered. The Bridging Services may now or in the future contain undetected errors, bugs, or vulnerabilities. It is possible that their respective developers will not detect errors in the Bridging Services or the underlying Blockchains until after code has been fully released for external use. Any errors, bugs, vulnerabilities, or other design defects discovered in the Bridging Services' code after release may result in a negative experience for users.
- (ii) **Wallets.** You are responsible for knowing your private key address on both the source and destination Blockchains, and keeping such address(es) a secret. Because a private key, or a combination of private keys, is necessary to control and dispose of the digital assets stored in the user's digital asset wallet, the loss of one or more of a user's private keys associated with her, his or its digital asset wallet storing the user's digital assets will result in the loss of the user's digital assets. Moreover, any third party that gains access to one or more of a user's private keys, including by gaining access to login credentials of a hosted wallet service a user uses, may be able to misappropriate a user's digital assets. The Company and its affiliates will never ask a user for her, his or its private key address and a user should never share them with someone the user does not know and trust.
- (iii) **Irreversibility.** Transactions in digital assets performed via Bridging Services may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Once a transaction has been verified and recorded in a block that is added to the respective Blockchain, an incorrect transfer or a theft of digital assets generally will not be reversible. If a party is able to hack a user's account and initiate a transaction, the user may not be capable of receiving compensation for any such transfer or theft. If there is an error and a transaction occurs with the wrong address, neither the Company nor its affiliates will be able to revert or otherwise recover incorrectly

transferred digital assets. The user is solely responsible for providing the Bridging Services with accurate information with respect to the source and destination wallet intended for the receipt of the user's digital assets. If information provided by a user proves incorrect, or incompatible with the applicable Blockchain, and as a result, the digital assets are not delivered to the intended destination digital asset wallet on the desired Blockchain, neither the Company nor its affiliates will have any liability to the user for the loss of such digital assets suffered by the user.

- (iv) **Acknowledgement of Risks.** THE USER'S USE OF THE BRIDGING SERVICES AND ANY RELATED SERVICES IS AT THE USER'S SOLE RISK. THE BRIDGING SERVICES ARE PROVIDED BY THEIR RESPECTIVE PROTOCOLS AND DEVELOPERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES CONTROL THE BRIDGING SERVICES OR THEIR UNDERLYING BLOCKCHAINS. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE COMPANY AND ITS AFFILIATES DO NOT MAKE (AND EXPLICITLY DISCLAIM) ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE BRIDGING SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) THE WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ITS AFFILIATES (NOR ANY PERSON ASSOCIATED WITH EITHER ENTITY) MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE BRIDGING SERVICES OR ANY RELATED SERVICES. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, OR ANY AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE, OR INABILITY TO USE, THE BRIDGING SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE COMPANY'S WEBSITE OR SUCH OTHER WEBSITES (INCLUDING THE SITE), INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THIS DISCLAIMER OF LIABILITY EXTENDS TO ANY AND ALL DAMAGES CAUSED BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY FRAUD, DECEIPT, OR MANIPULATION), WHETHER OR NOT CAUSED BY A PARTICIPANT, OR ANY FAILURE, EXPLOIT, OR VULNERABILITY OF THE BRIDGING SERVICES, THE USER'S WEB3 UTILITIES, OR THE UNDERLYING BLOCKCHAINS OR RELATED BLOCKCHAIN FUNCTIONALITIES. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY, AND ITS AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT THE USER HAS PAID DIRECTLY TO THE COMPANY FOR THE USE OF THE BRIDGING SERVICES IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER

APPLICABLE LAW.

- (g) **Taxes**. You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.
 - (h) **Suspension or Termination**. We may suspend or terminate your access to the Services at any time in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by the Company. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Services.
- 6. **Feedback**. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.
- 7. **Your Content**.
 - (a) **Posting Content**. Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as “**User Content**”. User Content may include the NFT Content. The Company does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.
 - (b) **Permissions to Your User Content**. By making any User Content available through the Services, you hereby grant to the Company a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services.
 - (c) **Your Responsibility for User Content**. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by the Company on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
 - (d) **Removal of User Content**. You can remove certain of your User Content by

specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make, or your NFT Content) may not be completely removed and copies of your User Content may continue to exist on the Services or NFT. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

- (e) **Company' Intellectual Property**. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

8. **Acceptable Use Policy and the Company's Enforcement Rights.** You agree not to do any of the following:

- (a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- (b) Use, display, mirror or frame the Services or any individual element within the Services, the Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Company' express written consent;
- (c) Access, tamper with, or use non-public areas of the Services, the Company's computer systems, or the technical delivery systems of Company' providers;
- (d) Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- (e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect the Services;
- (f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Company or other generally available third-party web browsers;
- (g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (j) Attempt to decipher, decompile, disassemble or reverse engineer any of the

software used to provide the Services;

- (k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (m) Impersonate or misrepresent your affiliation with any person or entity;
- (n) Create or list counterfeit items (including any NFTs);
- (o) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services);
- (p) Engage in wash trading, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities, including but not limited to: (i) trading an NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such NFT; (ii) unduly or improperly influencing the market price for such NFT or establishing a price which does not reflect the true state of the market in such NFT; (iii) executing or causing the execution of any transaction in an NFT which involves no material change in the beneficial ownership thereof; and (iv) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of an NFT;
- (q) Use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;
- (r) Fabricate in any way any transaction or process related thereto;
- (s) Place misleading bids or offers;
- (t) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;
- (u) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;
- (v) Violate any applicable law or regulation; or
- (w) Encourage or enable any other individual to do any of the foregoing.

The Company is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal

requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on the Service is prohibited. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being canceled, your assets being hidden, or you being suspended from the Services.

9. **Copyright Policy.** The Company respects copyright law and expects its users to do the same. It is the Company' policy to terminate in appropriate circumstances users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.
10. **Links to Third Party Websites or Resources.** The Services (including the App) may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.
11. **Termination.** Notwithstanding anything contained in these Terms, we may suspend, modify or terminate your access to and use of the Services and the language of these Terms at our sole discretion, at any time and without notice to you. You may disconnect your digital wallet at any time. You acknowledge and agree that we shall have no liability or obligation to you in such an event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. Upon any termination, discontinuation or cancellation of the Services, the following Sections will survive: 5(d)(ii), 5l(i) (only for payments due and owing to the Company prior to the termination), 5(f)(iv), 7(b), 7(c), 7(e), 8, 11, 12, 14, 15, 16, 17 and 18.
12. **Warranty Disclaimers.** THE SERVICES, INCLUDING THE PROMOTIONS TOOL, ANY CONTENT CONTAINED THEREIN, AND ANY NFTS (INCLUDING ASSOCIATED NFT CONTENT) LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY CONTENT CONTAINED THEREIN AND ANY NFTS LISTED THEREIN.

WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES.

THE COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE

SERVICES. WHILE THE COMPANY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY NFTS LISTED THEREIN, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, THE COMPANY MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE SERVICES.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

13. Assumption of Risk. You accept and acknowledge:

- (a) The prices and liquidity of cryptocurrency assets (including any NFTs) are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs made available through the Services, which may also be subject to significant price volatility. We cannot guarantee that any Purchasers of NFTs will not

lose money.

- (b) You are solely responsible for determining what, if any, Taxes apply to your transactions through the Services. Neither the Company nor any of the Company's affiliates are responsible for determining the Taxes that apply to such transactions.
- (c) Our Services do not store, send, or receive cryptocurrency assets. This is because cryptocurrency assets exist only by virtue of the ownership record maintained on its supporting Blockchain. Any transfer (including bridging across Blockchains) of cryptocurrency assets occurs within the supporting Blockchains and not on the Services. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.
- (d) There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services for transactions, however caused.
- (e) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of a certain NFT.
- (f) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of NFTs.
- (g) The Services may rely on third-party platforms to perform transactions with respect to any cryptocurrency assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- (h) There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. The Company reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on the Platform. Under no circumstances shall the inability to view or access your assets on the Platform serve as grounds for a claim against the Company.
- (i) By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. The Company is not responsible for any issues with the Blockchains, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems

such as Ethereum are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

14. Indemnity.

- (a) You will indemnify, defend (at Company' option) and hold Company and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your NFT Content, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without the Company's prior written approval.
- (b) You will indemnify and hold harmless the Company and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your breach of your representations and warranties from Section 5(e)(v).

15. Limitation of Liability.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF THE COMPANY AND ITS AGENT, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COMPANY FOR USE OF THE SERVICES OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE.
- (c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

16. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the Republic of Singapore, without regard to its conflict of laws provisions.
17. **Dispute Resolution.**
- (a) **Informal Resolution of Disputes.** You and the Company must first attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) informally. Accordingly, neither you nor the Company may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver your written notices via hand or first-class mail to us at [ADDRESS].
 - (b) **Mandatory Arbitration of Disputes.** Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator(s). The language of the arbitration shall be English. In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court (“SICC”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.
 - (c) **Class Action Waiver.** YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties’ dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
 - (d) **Severability.** With the exception of any of the provisions in Section 17(b) of these Terms (“**Class Action Waiver**”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.
18. **General Terms.**
- (a) **Reservation of Rights.** The Company and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws worldwide. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.
 - (b) **Disclosures.** You acknowledge and agree that there may be circumstances that arise (including related to your purchase or selling activities on the Site) which may

create actual or potential conflicts of interests between your interests and others' interests, including the interests of other users, counterparties, or Company. Company maintains a conflicts of interest policy to assist its handling of any actual or potential conflicts of interests. If there are circumstances where there is an actual or potential conflict of interest between yourself and Company, Company will take reasonable steps to ensure you are treated fairly. You acknowledge and agree that Company and our affiliates have discretion to maintain commercial relationships with third parties (including liquidity providers or executing dealers). Such third parties may transact with you on any purchase or sale activities by you, and Company and/or our affiliates may derive financial and other benefits from such relationships.

- (c) **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Company and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Company and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Company' prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
 - (d) **Notices.** Any notices or other communications provided by Company under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.
 - (e) **Waiver of Rights.** Company' failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
19. **Contact Information.** If you have any questions about these Terms or the Services, please contact Company at contact@legend.game.