

**XSYN PASSPORT
TERMS OF USE****VERSION 1 - FEBRUARY 2022**

NINJA SYNDICATE PTY LTD ABN 72 649 762 309, a company registered in Australia ("we", "us", or "our"), as the guardians for the XSYN Passport ("Service"), presents the following terms of use ("Terms") over the Service, and any online property/website associated with the Service ("Website").

The Terms included below exclusively apply to any contract or other (legal) relationship between us and any other party in relation to (the use of) the Website, Services or Platform. The right to access and use of the Website, Services or the Platform is conditional to the exclusive application of these terms, conditions and policies. The other party of these Terms are referred herein as "you" and "your".

DEFINITIONS.

Agreement: means the agreement or other legal relationship, governed by and including these Terms, between us and any third party regarding the access to and use of the Services or the Platform.

Confidential Information: means information regarding Provider's products or services, including but not limited to the Services, Platform, any documentation, software, trade secrets embodied therein and any other written or electronic information that is either:

- (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or
- (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Is not considered to constitute confidential information:
 - a. the existence of the contract.
 - b. the information that is part of the public domain, without intervention or fault of the party that received it.
 - c. the information legally obtained from a third party that is not bound to any obligation of confidentiality or legal reserve.
 - d. the information legitimately known by one of the parties before its transmission in the context of the contract.

Cryptocurrency: a digital representation of value that is not issued or guaranteed by any state central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money but is accepted by (legal) persons as a means of exchange and which can be transferred, stored and traded electronically, such as Bitcoin.

Force Majeure: means any event or situation that is not reasonably foreseeable, beyond the reasonable control of a party, that cannot be reasonably avoided or overcome, and that makes it impossible for such party to fulfil, temporarily or permanently, its obligations hereunder in accordance with the terms of the Agreement. Force Majeure may include (but shall not be limited to) the following events: a pandemic, war or an act of terrorism, sabotage or act of vandalism, telecommunication malfunctions, malware that reasonably could not be

contained through the use of safety measures in line with industry standards (firewalls, virus scanners, etc.).

Intellectual Property Rights: Means any and all rights associated with intangible assets owned by a person or company and protected against use without consent. Intangible assets refer to non-physical property, including right of ownership in intellectual property. Examples of intellectual property rights include (but not limited to): Patents, Domain names, Industrial design, Confidential information, Inventions, Moral rights, Database rights, Works of authorship, Service marks, Logos, Trademarks, Design rights, Business or trade names, Commercial secrets, Computer software, etc.

Personal Data: means any information relating to an identified or identifiable natural person.

Platform: means any ancillary services provided by us that connects with the Service.

Service Term: means the duration of the Agreement.

Transaction: means a transfer of any Cryptocurrencies facilitated through the Service.

Wallet: means a digital Cryptocurrency 'wallet' including but not limited to the iOS, Android and web-based versions thereof, and all materials related to such applications owned and accessible by a User, that can connect for access to the Service.

Website: means any web presence, including sub-domains, owned or operated by us from time to time, relating to the delivery of the Service.

1. SERVICES

- a. XYSN Passport is a Service that enables and facilitates the use, transfer, and exchange of digital items, which may include Cryptocurrencies and Network Tokens, within game platforms compatible with the Service. Services are provided, inter alia, by making available Wallets and storing users' private keys of corresponding blockchain addresses ("the Services").
- b. By signing onto the Service via the Website or Platform, an Agreement will come into place as soon as your request for the Services has been confirmed or executed by us. To be able to order Services you will be requested to acknowledge and agree to these Terms. By acknowledging and accepting the Terms, you accept to be bound by these Terms.
- c. We are not obliged to provide any other Services than those confirmed to you and may always decide to terminate the provisions of Services without any indemnification being due.
- d. We may offer new products or services as part of the Services. New services will be part of the Agreement as from our acceptance to deliver those to you.
- e. The availability of the Services may be subject to change at any time, due to the need to deliver bug fixes, security enhancements, or upgrades to implement new functions. We may notify you of any change(s) (and their associated cost) prior to their implementation.
- f. If you do not agree with the changes being proposed by us, you are entitled to terminate the Agreement within thirty (30) days after having notified such disagreement to us, unless the change is implemented without any additional cost or fee and has no impact on essential functions of the Services.
- g. Our obligations under the Agreement are best effort obligations.

- h. The Services may experience periods of unexpected downtime due to the availability of internet connections, including but not limited to scheduled maintenance. We make no representations or warranties, whether express, implied or statutory, with respect to the Services provided hereunder, including the Platform and any application, documentation, content, data and materials made available to accompany the Services. We specifically disclaim any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy.
- i. We do not warrant that the Services will be without error or operate without interruptions or downtime, or that the results obtained from the Services will meet your needs.
- j. You understand and agree that the Services are provided 'as is' and 'as available'; this means we do not represent or warrant that information will be accurate or reliable, Service access will be reliable, or that any defects in the operation or functionality will be repaired or corrected.
- k. No information or advice, whether expressed, implied, oral or written, obtained from us, or through any Services, shall create any warranty, guarantee, or condition of any kind, except as explicitly agreed otherwise in writing.
- l. The following services are not included in the Services and we do not undertake any liability in this respect: the sale, purchase or other trading of Cryptocurrency, Network Tokens and other digital items, exchange services between Cryptocurrencies and fiat currencies, communication network services (such as e.g. the use of internet connection required for the use of the Services).
- m. Cryptocurrencies and Network Tokens may be subject to market fluctuations and sudden and significant increases or decreases in the value. We do not accept any warranties regarding this market volatility and other risks involved in buying, selling or trading Cryptocurrencies or other digital items. You are solely responsible for your decision to buy, sell, trade or otherwise hold or deal with Cryptocurrencies or other digital items.

2. ACCESS TO SERVICES

- a. You may be required to register and to create an account with us. As part of the registration process, you may be required to provide Personal Information (such as identification, contact details, etc.). You acknowledge and agree that any information they provide, including any Personal Information, will always be accurate, correct, and up to date.
- b. If you fail to provide the required information in accordance with Article 2(a), it is possible that the performance of any Services may be delayed, suspended or terminated.
- c. You must use the Services in compliance with all applicable local, state, national, and international laws, rules and regulations. In particular, the Services, Website and Platform may not be used to enable, facilitate or conclude any transaction or agreement that infringes on applicable law or regulations, such as (but not limited to) anti-money laundering legislation and provisions regarding the financing of terrorism provisions.

- d. We may, at our discretion, permanently or temporarily suspend your access to and use of (any of) the Services, Website and Platform without any prior notice being due (unless notice is required under applicable law), and for any reason, including but not limited to:
 - i. During planned downtime for upgrades and maintenance to the Services, Website or Platform.
 - ii. Unscheduled downtime for upgrades and maintenance to the Services, Website or Platform in case of the occurrence of a Force Majeure event or of a bug or malfunctioning requiring urgent intervention.
 - iii. If we suspect or detect any malicious code, software or a security issue, connected to your use of the Services, Website or Platform.
 - iv. If you breach these Terms and such breach is not rectified within fourteen (14) days commencing on the date of a written notice of default.

3. YOUR OBLIGATIONS

- a. You must use the Website, Platform and Services and any related applications, in accordance with the terms of these Terms.
- b. You may not access (or attempt to access) the Services, Website or Platform by any means other than through the means we provide or dictate.
- c. You agree not to access (or attempt to access) any Services via any illegal and unlawful means, and not to use its account in an illegal or unlawful manner (such as for terrorism, fraud, money laundering or other criminal activities).
- d. You may not engage in any activity that disrupts or interferes with the Services, Website or Platform. User will not try to hack applications used for the Services, Website or Platform or to gain access to data or Wallets of other users.
- e. You acknowledge that the purchase or exchange of Cryptocurrency, Network Tokens, or digital items, using the Service, consist of contract between two or more users of the Services, Website or Platform, and terms and conditions that must be agreed upon between those parties. We will not be a party to such transactions and do not accept any responsibility in relation thereto.

4. INTELLECTUAL PROPERTY RIGHTS

- a. All content and materials available on the Website and Platform, including but not limited to text, graphics, website name, code, images, and logos, are our intellectual property, or its licensors, and are protected by applicable Intellectual Property Rights.
- b. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on the Website or Platform is strictly prohibited unless specifically authorized by us in writing.
- c. We (or our licensors) own(s) all right, title and interest in and to the Services, Website, Platform, applications, and/or any other deliverables and any modifications and enhancements thereof, including without limitation all Intellectual Property Rights. The rights related to User generated content shall however continue to reside with such User or their licensors.

- d. You acknowledge that we own all right, title and interest in and to the Website, Platform and the Services, and related applications and any modifications and enhancements thereof, including without limitation all Intellectual Property Rights, and such rights are protected by international intellectual property laws.
- e. You may not, unless indicated otherwise or unless permitted by mandatory applicable law:
 - i. copy, reproduce, alter, modify, or create derivative works from the Website, Platform or Services (or from any storage system connected to the Website, Platform, or Services).
 - ii. license, sublicense, sell, resell, rent, lease, distribute, transfer, timeshare, assign or resell the Website, Platform or Services (or any part thereof), or use the any of the foregoing for developing a competitive solution (or contract with a third party to do so).
 - iii. remove or alter any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Website, Platform or the Services.
- f. You will not authorize or encourage any third party to:
 - i. use the Website, Platform or Services to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by us.
 - ii. use any robot, spider, other automated devices, or manual process to monitor or copy any content from the Services, Website or Platform.
 - iii. use or attempt to use another User's digital wallet, Cryptocurrency or digital items without the necessary authorization(s).

5. SECURITY

- a. We shall deliver its best efforts to maintain adequate security measures and technology, in line with industry standards, with regard to its Services, Website and Platform.
- b. You will use the Website, Platform, and Services in compliance with any security measures installed or otherwise provided by Provider, who is entitled to update these security measures at any time.
- c. You are responsible for maintaining the confidentiality of any login information used to access and use the Service (such as login, PIN code, or other credential), Platform and the Services, as well as for any backups, and any specific authentication credentials.
- d. You are responsible for all activities that occur under the account(s) created or used by you.

6. FEES AND PAYMENT

- a. We may provide our Services and the use the Service and/or Platform in exchange with a payment of fees, provided that a notification of applicable fees is provided and approved by you prior to placing an order.
- b. Any fees will include any applicable taxes that we are required to collect. You are responsible for the payment of any taxes where applicable. User must pay any sales, value-added or other similar taxes imposed by applicable law.

- c. Fees can be paid in US Dollars (or equivalent rate in a range of fiat currencies). In case you choose to pay the fee in Cryptocurrencies or Network Tokens, you will need to provide us with Cryptocurrencies or Network Token for a value equal to the fee expressed in US Dollars (as applicable).
- d. Unless specified and agreed otherwise, all fees related to access to and use of the Services or Platform are immediately due.
- e. We shall be entitled to set-off any amounts payable to you against any amounts that are or shall become due to us.

7. SERVICE TERM, SUSPENSION AND TERMINATION

- a. These Terms are in force for an indefinite period of time and will remain in effect for as long as User accesses or uses the Services, Website, or Platform regularly.
- b. Each party may terminate their obligation to these Terms:
 - i. For convenience, subject to serving a prior notice period of one (1) month.
 - ii. Immediately, without compensation being due and without prejudice to such Party's right to compensation for damages, in case the other party:
 - 1. ceases its business or becomes the object of a liquidation or dissolution.
 - 2. is declared bankrupt.
 - 3. is the object of an appointment of a receiver or admitted in writing its inability to pay its debts.
 - 4. undergoes a significant and detrimental change in legal status (e.g., merger, demerger, acquisition or other case of legal succession).
 - iii. Immediately without compensation being due and without prejudice to such parties' right to compensation for damages, in case of payment delay of more than 14 days, or
 - iv. In case of material breach, immediately if the breach cannot be resolved or, in case the breach can be resolved, if it has not been cured within fifteen (15) days after written notification of the breach.
- c. We may terminate or suspend our obligation to these Terms, or the access to the Platform or Service in case of:
 - i. Actual or potential violation of applicable legislation or regulation (such as but not limited to, laws and regulations regarding money laundering, financing of terrorism or financial crime) by you or in case you are suspected to be associated with any of such violations.
 - ii. fraud or if you provide, or is suspected to have provided, false or incomplete information required for us to comply with mandatory law (such as but not limited to identity verifications in the context of the prevention of money laundering).

8. PRIVACY POLICY

Provider shall process Personal Information it obtains as part of the performance of these Terms as per our Privacy Policy, as current from time to time.

9. THIRD PARTY CONTENT

- a. We may provide various open communication tools on the Website or Platform (as part of the Service), such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media Services, etc.
- b. We may determine the need to pre-screen or moderate these communication tools, or the comments posted by you on these tools. If you use the tools to submit any type of content to the Website, then you are personally responsible to use these tools in accordance with our Community Rules as current from time to time.
- c. We retain the right, at our discretion, to remove any content, for instance, if it is illegal or breaches these Terms, or our Community Rules.
- d. We are not responsible or liable for any third-party content.
- e. With respect to any content created by you, you grant us and our affiliates a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute such content as we see fit.
- f. You agree to indemnify and hold harmless us and its affiliates, and our directors, officers, managers, employees, or contract parties, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or the failure to fulfil any obligations relating to your account by you or any other person using your account.
- g. We are entitled to take lead and control over the defense of any claim for which we are entitled to safeguard and indemnification under these Terms. In such event, you shall provide us with such cooperation as is reasonably requested by Provider, without however being released from the obligations under this section 9(f).

10. LIMITATION OF LIABILITY

- a. We shall only be liable for our own willful misconduct, our own fraud, gross misconduct or a repeated minor fault in relation to our contractual obligations which is exclusively attributable to us.
- b. In case of our liability, the following restrictions shall apply to our indemnification obligations, except in case of personal willful misconduct or fraud, in which case no compensation restrictions apply.
 - i. Any indemnification by us due hereunder shall, per year, not exceed the yearly amount of the fees paid by you to us in the year of occurrence of the event giving rise to the claim for the Service(s) which is (are) the subject of the claim, excluding:
 1. any fees paid for the provision of digital items or services provided by third parties.
 2. any payments made for digital items received by you, with its transaction written to the blockchain.
 3. any gas fees paid to write transactions to the blockchain.
 - ii. If Services are provided for free, then the compensation due for damages as mentioned in the previous article shall not exceed 1,000 US Dollar per user.

- iii. Any liability of Provider for incidental, indirect or consequential damages including, but not limited, to loss of opportunity, loss of goodwill, loss of business, loss of profit or reputation damage, is excluded.
- c. Liability claims against us are valid and acceptable only if introduced within six (6) months after the date at which the event causing damages has become known or should have become known to you.
- d. You acknowledge that the Services are dependent on service provision by third parties (such as telecommunication services) and we shall not be responsible for any damage caused by such service or any interruption of our Services due to an interruption of such third party service. We are not responsible for data loss, data corruption or fraudulent transactions with the Service or through the Platform.
- e. You agree to hold harmless and indemnify us and our affiliates, management, officers, agents, subcontractors and employees from and against any third party claim arising from or in any way related to your actions or omissions or that of your affiliates, management, officers, agents, subcontractors and employees, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.
- f. We cannot be held liable for any fault, omission or breach of contract of a third party.
- g. Each party shall not be liable for any non-performance of its obligations pursuant to these Terms, if such non-performance is caused by a Force Majeure event. In case of a Force Majeure Event, the party affected by the Force Majeure has the right to suspend the execution or further execution of the Services.

11. CONFIDENTIAL INFORMATION

- a. Any information exchanged in the context of the Services, Website or Platform is strictly confidential and shall not be disclosed, without the prior written consent of the party that has provided the information.
- b. Each party shall take all the necessary measures to assure the confidentiality of such information (including by its members of staff or subcontractors) during the entire duration of the contract and for one (1) year after the termination of the contract.

12. CONDITIONS SPECIFIC TO WALLET SERVICES.

- a. We may offer, as part of the Services, a multi-blockchain Cryptocurrency Wallet application that stores the User's private key of his corresponding blockchain address safely encrypted and split in multiple parts in separate vaults. We offer the following Service under the specific terms mentioned herein.
 - i. XSYN Passport allows you to perform the following actions: User can create a new Wallet or upload a new Wallet; User can manage the functions of their Wallet; User can initiate a Transaction on the corresponding blockchain, User can transfer digital items, Cryptocurrency, and Network Tokens from a Wallet to the Service.

ii. Description of the Services:

1. Private key storage: Assets will remain on the corresponding blockchain. Provider will split the private key into 3 parts, each part is encrypted and stored in a different vault. Our data is stored on servers controlled by a third party. The data is protected against access by the third-party provider, who is only making available data storage space. We shall make backups on a regular basis. We are not responsible for data loss, hacking of the data or inaccessibility of data due to negligence or fault of the third party provider.
2. Transactions: You will be able to specify his primary address on each blockchain and link it to his communication channels like mobile phone number and email address. Linking these addresses to contact details will make it possible to use our Services to send Cryptocurrencies, Network Tokens and digital items other users of the Service instead of to a blockchain address. You will be able to receive notifications of incoming transfers on your accounts. You can make a Transaction by selecting your Wallet, choosing the destination address and the amount and Cryptocurrency, Network Tokens or the specific digital asset you want to transfer and sign. Once signed, we send the Transaction to the blockchain. To make a Transaction, the third-party application can use our API to send the Transaction to us. We sign the Transaction on your behalf and sends it back to the calling third party application or puts it on the corresponding blockchain itself, depending on the parameters specified in the API call.
3. API integration: We offer API integration with other applications so you can use your Wallets in these applications. These other applications can be for example crypto exchanges, cryptocurrency wallets, crypto portfolios, etc. By using this API integration, you can use your Wallet in many applications without the need to specify them over and over again.

iii. Specific terms related to the Wallet Services:

1. The Wallet provides functionalities that allows you to store Cryptocurrency and Network Tokens, and to make Transactions via instructions to us. You must ensure that your instructions to us conform to the applicable rules of the Cryptocurrency or Network Token. The only authentic record of a Transaction is its recording in the blockchain associated with the concerned Cryptocurrency or Network Token. We cannot and do not guarantee that the Wallet reflects (any change in) title to or right on any Cryptocurrency or Network Token. Transactions must be confirmed and recorded on the blockchain. We will use its best efforts to have the Transaction initiated by you recorded on the relevant blockchain. By initiating an instruction for Transaction, you authorize us to submit your Transaction to the relevant Cryptocurrency

network for recording on the concerned blockchain. Once a Transaction has been submitted to the relevant network, the network will automatically record or reject the Transaction and neither party will be able to cancel or otherwise modify the Transaction. After being submitted for recording in the blockchain associated with the concerned Cryptocurrency, a Transaction may be unconfirmed for a period of time. A Transaction is not complete while it is in a pending state.

2. The blockchain technology being based on a decentralized, peer-to-peer network or database supported by independent third parties, which is not controlled, owned nor operated by us, we cannot and do not guarantee that Transactions you initiate using the Services shall be confirmed and recorded in the blockchain associated with the concerned Cryptocurrency nor that once stored, they remain on the blockchain. Conflicts between recordings in the blockchain cannot be excluded as a result of which your Transaction may not or no longer be recorded in the blockchain associated with the concerned Cryptocurrency.
3. You bears the risk of any transaction not being recorded in the blockchain associated with the concerned Cryptocurrency or for any delay or conflicts in recordings, except in case you can prove that such event is attributable to our gross negligence.
4. You choose the Cryptocurrencies to which your Transactions relate if they are supported by us and the counterparty for the Transaction.
5. You are exclusively responsible for the Cryptocurrency and the counterparty you choose.
6. You are solely responsible for ensuring all Transaction details are correct, and you must carefully verify all transaction information prior to submitting transaction instructions.
7. To the extent the Transaction is made as counterparty for the delivery of goods or services from a third party, our Services do not cover, and we undertake no responsibility in relation to the delivery, quality or any other aspects of any such goods or service.
8. The Services do not imply that we store, send, or receive Cryptocurrencies or Network Tokens. Any transfer that occurs in any Cryptocurrencies or Network Tokens occurs on the blockchains associated with the concerned Cryptocurrency and not on a network or database owned, controlled or operated by us.
9. You are responsible for loss of blockchain objects (including codes or keys, except those under our safeguarding), Cryptocurrencies, Network Tokens, or digital items. In case of API integration, you will make sure that you only share your API key or codes with third-party applications you trusts and he is responsible for any misuse of such keys or codes.

13. CONDITIONS SPECIFIC TO THE USE OF THE PLATFORM.

- a. You may obtain access to and use of the digital marketplace that are developed and administered by us (the "Platform"). The Platform serves as an environment that enables the negotiation and closing of transactions, between users, regarding digital items offered on said Platform. Our role is limited to serving as a facilitator and enabler of transactions, without however intervening in any way or capacity in the transactions that take place upon the Platform. The Platform shall only serve a temporary carrier (custody) of the items offered for peer-to-peer transfer.
- b. We do not actively supervise, audit or otherwise control any of the characteristics, quality, suitability or integrity of the items offered on the Platform.
- c. When entering a transaction via the Platform, you must inspect and verify that the digital items that they wish to exchange correspond to what was agreed upon, that the consideration is acceptable for all parties and that the terms and conditions applying to the transaction (including those relating to warranties, dispute resolution, etc.) have been fully negotiated and have been agreed upon.
- d. We are not obliged to intervene in any dispute between its users and cannot be obliged to disclose any further information or documentation regarding other users' identity or transactions that were offered or closed on the Platform, except in circumstances where the transaction may breach these Terms.
- e. Users must always comply with these Terms or with the instructions and guidelines communicated by us regarding marketplace transactions from time to time. Failure to do so may result in a suspension of access to the Platform or to users being excluded from further access and use of the Platform. The decision to suspend a User or to terminate its access to the Platform shall be subject to our exclusive discretion and cannot be challenged or appealed in any way. We are not obliged to provide any (written) motivation for our decisions.

14. NETWORK TOKENS

- a. Users may have the ability to purchase Network Tokens from us against payment in fiat currency (USD). The number of Network Tokens that can be obtained against any accepted fiat currency, shall be continuously displayed on the Platform. Users are required to complete their fiat payment prior to being granted any Network Tokens.
- b. We may change the price charged for Credits at any time at our absolute discretion.
- c. Users may have the ability to request from us that any Network Tokens that they have obtained are exchanged back into fiat currency. We shall process and execute such change into fiat currency as soon as practicable following the request.
- d. The exchange into fiat currency shall take place no less than against the rate that Network Token were obtained.

- e. Provider may charge Users a 5% fee for any conversion of Credits into fiat currency. The minimum charge of any fee shall be 5 USD or the fee prescribed per transaction, whichever is lesser.
- f. We may, at our absolute discretion, suspend or terminate the conversion of Credits into fiat currency at any time, provided however that such decision must be displayed on the Platform at least 12 hours prior to entering into effect.
- g. Users undertake to accept Network Tokens as a valid way to facilitate exchange for any transaction concluded between Users on the Platform. When offering any digital items on the Platform, User shall mention the requested consideration (fee) in Network Tokens.
- h. We may suspend or terminate your rights of Network Tokens in case of breach of the provisions of these Terms. In case your right to access and use the Platform is terminated definitively, you shall not be entitled to any refund of Network Tokens nor to any conversion thereof into fiat currency via our Platform.

15. TAX LIABILITY

- a. You must comply with obligations under any relevant tax legislations or regulations, including in particular VAT or withholding obligations that may be incumbent on you.
- b. Users must safeguard and indemnify us, at its first request, against any and all claims, demands, fines, penalties or other charges that we are confronted or charged with in relation to any transaction (or offer for a transaction) that such users have negotiated or concluded through the Platform. The foregoing shall in particular include reasonable fees of professional advisors, including attorneys, that we engage in order to reply and follow up on any of aforementioned claims, demands, fines, penalties or other charges.

16. RISK OF DIGITAL ITEMS

- a. **Market Risk:** The value of digital items and digital rewards are derived from supply and demand in the global marketplace, which can rise or fall independent of any government currency. Holding digital items and digital rewards carries exchange rate and other types of risk. The value of digital items and digital rewards may be derived from the continued willingness of market participants to exchange fiat currency for digital rewards, which may result in the potential for permanent and total loss of value of a particular digital reward should the market disappear. The volatility and unpredictability of the price and value of digital items, relative to government currency, may result in significant loss over a short period of time. We cannot guarantee or warrant the value of any digital items, digital reward or blockchain, including the Service, and explicitly warns the User that that there is no reason to believe that any digital items will increase in value, and that they may hold no value, decrease in value, or entirely lose value.
- b. **Regulatory Risk:** Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual digital items and blockchain rewards. The regulatory status of cryptographic tokens, digital items and blockchain

technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital items, blockchain technology and its applications. Such changes could negatively impact the Services in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration. We may cease any distribution of any of the above or cease operations in a jurisdiction if governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which we operate is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi-governmental, regulatory, or other similar types of (including banking) authorities will not examine our operations and/or pursue enforcement actions against us. Such governmental activities may or may not be the result of targeting us. All of this may subject us to judgments, settlements, fines, or penalties, or cause us to restructure its operations and activities or to cease offering certain products or services, all of which could harm our reputation or lead to higher operational costs, which may in turn have a material adverse effect on our Services.

- c. Technology Risk: Digital items and digital reward transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some virtual transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber-attacks.

17. ASSIGNMENT

- a. You will not assign or otherwise transfer your rights and obligations under these Terms, without our prior written consent, which may be unreasonably withheld.
- b. Any assignment or transfer in violation of this section will be void. At any time and without the need for your consent, we may assign any obligation, right and these Terms. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
- c. You may not merge these Terms with any other agreements with which we may be a party.

18. DISPUTES

- a. Any dispute, controversy, difference or claim arising out of or relating to these Terms or relating in any way to your use of our Sites or our Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms the parties may agree to first attempt mediation before a single mediator, administered by the Law Society of

Western Australia under its mediation rules (or its referred entity), to be held in Perth, Western Australia, Australia in the English language.

- b. If the parties do not agree on mediation, the matter shall be referred to and finally resolved by arbitration before a single arbitrator to be held in Perth, Western Australia, Australia. The decision of the arbitrator is final and binding on the parties, and enforceable in a court of competent jurisdiction.
- c. The prevailing party shall be entitled to costs and reasonable attorneys' fees for the arbitration. Notwithstanding the foregoing the parties agree that we may bring suit in any court of law to enjoin infringement or other misuse of our intellectual property rights. Any disputes that may arise beyond the scope of the arbitration provision shall be exclusively subject to the State of Western Australia or the Commonwealth of Australia, wherever the jurisdiction shall lie. The User and we consent to personal jurisdiction in those courts.
- d. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. USER ACKNOWLEDGES THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

19. ENTIRE AGREEMENT

- a. These Terms sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter.
- b. In entering these Terms, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in these Terms.
- c. The terms may be updated at our discretion.

20. GOVERNING LAW

- a. Any claim or dispute between you and us arising out of or relating to your use of our Website, our Services, Platforms, or these Terms, in whole or in part, shall be governed by the laws of the Commonwealth of Australia and the State of Western Australia, as far as practicable, without respect to its conflict of law's provisions.
- b. The 1980 United Nations Conventions on Contracts for the International Sale of Goods does not govern these Terms.

21. LANGUAGE

- a. All communications and notices made or given pursuant to these Terms must be in the English language in the first instance. If we provide a translation of the English language version of these Terms, the English language version will control if there is any conflict.

22. NOTICES TO THE USER

- a. We may provide any notice to the User under these Terms by:
 - i. posting a notice on our Website.
 - ii. sending a message to the email address associated with the User's account.
 - iii. Sending a communication to you using our Service.
- b. Notices provided on our Site will be effective upon posting and notices provided by email will be effective when the email is sent. It is your responsibility to keep your email address current. To give us notice under these Terms, you must contact us by support@weareninja.com. We may update the address for notices by posting on our Website.

23. SEVERABILITY.

If any portion of these Terms is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.