

SUPREMACY - TERMS AND CONDITIONS

VERSION 1: 22 FEBRUARY 2022

BACKGROUND

- A We are Ninja Syndicate Pty Ltd (ACN 649 762 309) trading as Supremacy Game (**Our, Us, Ninja, Supremacy**), a company registered in Australia. Ninja operates a gaming studio and uses the XSYN network (**XSYN**), an open framework of metaverse-enabled tools to manage guild-based gameplay, metaverse economics, and digital asset management.
- B Supremacy Game is our first project launched on XSYN (**Supremacy Game, the Platform**). It is a single game world comprising of multiple game platforms that interact together synchronously. Platform players are called citizens (**Citizens**). Citizens earn or acquire an in-game currency and digital assets.
- C Supremacy Game will launch with three gaming platforms but more may be added over time:
- a. **Battle Arena**: A watch-to-win online spectator game with cooperative play elements integrated into the Twitch.com live streams.
 - b. **Syndicate HQ (SHQ)**: Economic simulation, resource management, and resource trading.
 - c. **Enrichment Centre**: Play-to-earn mobile game where players can solve puzzles, perform tasks, take quizzes, and undertake other fun tasks to complete work contracts for in-game tokens.
- D A player may hold in-game objects structured into NFTs (**Digital Assets**). Digital Assets are minted by Supremacy. They may be earned by players as in-game rewards on the Platform, acquired by a player from Supremacy in exchange for SUPS or transferred to a player from another player's Wallet. Digital Assets may be exported off the Platform, that is, "Off-World" on to the blockchain where ownership and authenticity is verified. Further terms and conditions relating to Digital Assets can be found below.
- E Players earn in-game rewards in the form of the Supremacy Token (**SUPS or SUPS Token**) which is utilised as follows:
- a. Across the Platform – as a unit of exchange as all transactions within Supremacy, including the acquisition of Digital Assets, will be executed using SUPS;
 - b. In the Battle Arena - as a reward for battles of War Machines;
 - c. In the Syndicate HQ – as fees and all operating costs for the SHQ as well as all in-game costs for land, buildings and related (in-game) taxes are payable in SUPS; and
 - d. In the Enrichment Centre - as a reward for Play-To-Earn players who solve puzzles as part of a Proof of Effort (**PoE**) mechanism.
- F For more information, read our [whitepaper](#).

- G Each User expressly agrees to these Terms with Supremacy by accepting them as part of the User onboarding process (**Agreement**). This includes onboarding on the Platform or any of our associated websites, APIs, or mobile applications.

1. SCOPE AND INTENT

- 1.1 The Website and related Platform is owned, operated and controlled by Ninja. any other online property/website owned or managed by us, including all files and media hosted by those sites (**Site**).
- 1.2 By entering the Agreement, you acknowledge and agree that you have read, understood, and accept the terms and conditions in our Privacy Policy. Our Privacy Policy may be amended from time to time. The latest version at any time will be the version posted on the Website at that time.
- 1.3 You acknowledge that you understand we may amend, modify, add to or delete provisions in these Terms at our discretion. Those amendments, modifications, additions or deletions will apply to your use of the Platform as soon as the fact that the Terms have been changed is brought to your notice when you visit the Website. If you do not agree with the changed Terms you should not use the Platform. If you do not read the changed Terms after being notified that they have been changed, you will be taken to have agreed to them.

2. OUR SERVICES

2.1 Summary of Services

The following services are provided to you by Supremacy:

- (a) The ability to access and play and of our games on the Platform, including:
 - (i) the ability to watch and participate in livestreams on third-party platforms, including Twitch;
 - (ii) the ability to organise as syndicates to share Digital Assets and SUPS and play as a collective;
 - (iii) the ability to Play-To-Earn by solving puzzles as part of a Proof of Effort (PoE) mechanisms; and
 - (iv) the ability to outsource game tasks through contracts for Play-To-Earn rewards.
- (b) The ability to earn, spend, transfer and exchange in-game rewards in the form of the SUPS Token;
- (c) The ability to earn, spend, transfer and exchange Digital Assets;
- (d) The ability to access your Passport, an in-game wallet for your Digital Assets and SUPS. Assets held in your passport can be utilised in-game.
- (e) The ability to transfer Digital Assets and SUPS from your Passport to a non-custodial wallet on the Blockchain.
- (f) The ability to transfer Digital Assets and SUPS from a non-custodial wallet on the Blockchain to your Passport.

2.2 Fees

- (a) Supremacy may charge a fee to cover gas charges associated with the minting and transfer of SUPS and Digital Assets from your Passport to your Wallet.
- (b) If Supremacy chooses to enforce a fee it shall be displayed and disclosed on the fee section of our website before the User chooses to enter into a transaction.
- (c) If there is no fee section or there is no information regarding your particular exchange in the fee section you may assume there is no fee charged.
- (d) Supremacy reserves the absolute right to update and modify fees at their discretion. This will not affect transactions you have already entered into. You have the opportunity to review the applicable fees before you choose to enter into a transaction.
- (e) Fee updates will be disseminated via the Website as well as an email to each Supremacy Account designated email address.
- (f) If you disagree with the fees charged by Supremacy, you must not continue to enter into transactions on the Platform.

3. PLATFORM INFRASTRUCTURE

3.1 Overview

The Platform connects to the XSYN Network, a computer software and hardware system that supports blockchain video games by maintaining the cryptography and confirming transactions on multiple Blockchains through the Supremacy's gaming platforms and applications.

The following are its core elements:

- (a) Gaming platforms built on the XSYN network. At launch, Supremacy Game will include the following games (though more may be added over time):
 - (i) Battle Arena: A watch-to-win online spectator game with cooperative play elements integrated into the Twitch.com live streams.
 - (ii) Syndicate HQ (SHQ): Economic simulation, resource management, and resource trading.
 - (iii) Enrichment Centre: Play-to-earn mobile game where players can solve puzzles, perform tasks, take quizzes, and undertake other fun tasks to complete work contracts for in-game tokens.
- (b) The XSYN Network allows each User to store items, characters, digital rewards, and other attributes on the Blockchain public ledger that allows for decentralised, immutable record of ownership.
- (c) Each User owns the Digital Asset in the form of an NFT for any of the in-game items on the Blockchain in accordance with clause 5.3.

- (d) Each User may be able to earn or receive SUPS or Digital Assets as rewards via the XSYN Network, consisting of a representation of game tokens and NFTs, reflected on the blockchain and/or the gaming platforms and the Site, which may or may not be bridged to other blockchains (including but not limited to the Blockchain) in accordance with these Terms.

3.2 Passport

- (a) We will provide each User with a Passport, which will be used as a custodial wallet to hold SUPS and Digital Assets on the Platform.
- (b) The Passport does not store, send, or receive any NFT or reward, but rather is how we hold SUPS and Digital Assets for you on the Platform. You may access the Passport to transfer SUPS and Digital Assets from your Passport to a non-custodial wallet on the Blockchain.
- (c) For a transaction to be validated on the Blockchain, any Supremacy transaction through the XSYN Network via the Passport must be confirmed and recorded in the distributed ledger associated with the Blockchain. We do not operate the Blockchain.
- (d) We have no control over any NFT, or digital reward generated through the Blockchain, the XSYN Network, the Passport, or the Site, and cannot ensure that any transaction details a User submits via the Services and Passport, or Site will be confirmed or processed on the Blockchain.
- (e) The User agrees and understands that the transaction details submitted by the User via the Services, the XSYN Network and the Passport may not be completed or may be delayed by the Blockchain used to process the transaction.
- (f) We do not guarantee that the Passport can transfer title or right in any NFT or digital reward, and we makes no warranties of title of any kind. Once transaction details have been submitted to the Blockchain via the XSYN Network, we cannot assist the User to cancel or otherwise modify such transaction or details.
- (g) We do not receive or store a User's password, network addresses or transaction history. We cannot assist any User with password retrieval for the Passport. The User is solely responsible for remembering, storing, and keeping secret the User's Passport credentials and address.
- (h) Any NFT or digital reward a User has stored within its Passport and associated digital wallets may become inaccessible if the User does not know or keep secret its PIN. Any third party with knowledge of one or more of a User's credentials (including, without limitation, a backup phrase, App identifier, PIN) can dispose of the NFT or digital rewards in the User's Passport.

4. USER OBLIGATIONS

4.1 Acknowledgements

User acknowledges the following:

- (a) The Services, including but not limited to Supremacy, the XSYN network, the SUPS tokens or Digital Assets are not being sold as an investment by or of Supremacy.
- (b) Supremacy is not registered as a Digital Currency Exchange and is therefore unable to accept fiat under any circumstance to exchange between fiat and cryptocurrency.
- (c) Any token or Digital Asset earned, received or acquired may or may not have value. We cannot, and do not, control whether SUPS or the Digital Assets have any monetary value.
- (d) Neither SUPS nor Digital Assets may be exchanged for currency on our Platform or Website,

4.2 Your Obligation to access Our Services

User acknowledges and accepts the following obligations as a pre-condition for accessing our Services:

- (a) **Software and Equipment Allocation:** The User is responsible for the allocation of the User's software and equipment and selected optimisation decisions. The User acknowledges that we are not responsible for the selection or timing of blockchain protocols, nor are we responsible for the protocols selected for use in connection with our Services. The User is solely responsible for these decisions and shall monitor and allocate strategies through the Platform.
- (b) **Log-in Credentials:** The User represents and warrants that the User is responsible for the preservation of confidentiality of the User's login credentials on the Passport and any other login for our Services. Login credentials generated for the User by us are for the User's internal use only and the User is strictly prohibited from selling, transferring, or sub-licensing them to any other entity or person.
- (c) **Blockchain Network Risk:** The User represents and warrants that the User accepts the risks of blockchain protocol and network, including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. The User understands these risks may result in delay or failure to process transactions and potentially high blockchain transaction fees or third-party fees. The User represents and agrees that we are not responsible for any diminished Services, related features, or capabilities resulting from blockchain network risk. In the event of a material increase or decrease to blockchain transaction fees, third party fees, or operational degradation, congestion, failure, or other disruption of the blockchain network used by the User, we may, at our sole discretion and upon notice to the User, make any adjustments to our Services.
- (d) **Blockchain Modification Risk:** The User represents and warrants that the User is familiar with and accepts the risks associated with blockchain development and code changes. Blockchain technologies are still under development and may undergo significant changes over time. Blockchain contributors may make changes to features and specifications of the algorithm selected by

the User. Such changes may include or result in the elimination or support for specific algorithms and applications.

- (e) Trade Compliance: User shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to your jurisdiction, or on the absence of those laws and regulations, as current in the Commonwealth of Australia.
- (f) Persons under 18 years of age: The User affirms that they are over the age of 18 years, as Supremacy is not intended for children under this age.
- (g) Responsibility for Conduct: User takes responsibility for all activities that occur under the Supremacy gaming platforms and for its use of the Services, and User accepts all risks of any authorised or unauthorised access to the gaming platforms, to the maximum extent permitted by law. User represents and warrants that the User is familiar with and accepts the risks associated with digital Apps and private keys, including the risks described herein. User is solely responsible for its own conduct while accessing or using the Services, gaming platforms or Passport, and for any consequences thereof. User agrees to use the Services for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of non-exhaustive example, User may not, and may not allow any third party to:
 - (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
 - (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
 - (iii) impersonate another person including a User (via the use of an email address or otherwise);
 - (iv) upload, post, transmit or otherwise make available through the Services any content that infringes the intellectual proprietary rights of any party;
 - (v) use the Services to violate the legal rights (such as rights of privacy and publicity) of others;
 - (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering);
 - (vii) interfere with other Users' enjoyment of the Supremacy or the XSYN Network;
 - (viii) exploit the Services for any unauthorised commercial purpose;
 - (ix) modify, adapt, translate, or reverse engineer any portion of the Services;

- (x) remove any copyright, trademark or other proprietary rights notices contained in or on the Supremacy, the XSYN Network or any part of it;
 - (xi) reformat or frame any portion of Supremacy;
 - (xii) display any content on Supremacy or its digital properties that promotes any hate-related or violent intention or contains any other material, products or services that violate or encourage conduct that would violate any laws in your jurisdiction or any third-party rights;
 - (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or its content, or to collect information about our Users for any unauthorised purpose;
 - (xiv) create user accounts by automated means or under false or fraudulent pretences;
 - (xv) trick, defraud, or mislead Supremacy, or any of its Users, including in an attempt to learn sensitive account information in respect of those Users;
 - (xvi) attempt to bypass any security measure of the Site;
 - (xvii) copy or adapt the Site; or
 - (xviii) disparage, or otherwise harm, Supremacy, the XSYN Network and/or the Site.
- (h) Representations made by User: the User will not make any representations online or offline that any of the Services provided by Supremacy are an investment or attempt to market or promote our Services in such a manner.

4.3 Security

You acknowledge and accept the following:

- (a) The transmission of information over the Internet is not always completely secure. In particular, emails to or from us and internet transmission of information submitted to or accessed via this Platform may not be secure and you should use discretion in deciding what information you send to us via these means.
- (b) Except as otherwise set out in clause 7, you acknowledge that you use the Platform and Services (and obtain and transmit data to it) entirely at your own risk, that it is provided on an 'as is' basis and that we do not make any representations or warranties as to the security, availability of our Platform and Services or that your access or use will be uninterrupted, timely or secure.
- (c) We cannot guarantee the identity of any other User, receiver of value or other party you engage with.
- (d) You are accountable for maintaining and preserving the confidentiality of your account information, your personal information you provide to Supremacy, the strength level of your

password, and any other activities you undertake when using our Platform and Services.

- (e) You must notify Supremacy immediately of any unauthorised access or use of your account, password or any other applicable breach of our Platform and Services by submitting a support request via our email.

5. DIGITAL ASSETS (NFTs)

5.1 About Digital Assets

- (a) Digital Assets on supremacy is an-in game rewards token built on the Binance Smart Chain as a BEP721 (or ERC721) or BEP1155 (or ERC1155) NFT.
- (b) There is no cap on the number of Digital Assets that can be minted.
- (c) The purpose of the Digital Asset is to facilitate gameplay on our Platform and to offer a reward to successful players.
- (d) When the Digital Assets are on your Passport, they may be used in-game.
- (e) When the Digital Assets are on your Wallet, they may be transferred, traded or exchanged at your own discretion and risk.

5.2 Earning and acquiring Digital Assets

- (a) Ninja will release new Digital Assets on the Supremacy Store. The release of Digital Assets will be continuous in response to Citizen activity and community interest and demand.
- (b) Digital Assets can be:
 - (i) Purchased for SUPS in an “On-World” marketplace, i.e. in-game.
 - (ii) Traded between players in-game.
 - (iii) Traded on peer-to-peer trading markets.

5.3 Intellectual Property and Ownership

- (a) User acknowledges and agrees that we - or in the event of XSYN licensing their network to another game developer or third-party, they - own all legal right, title, and interest in and to all elements of their respective intellectual property rights associated with Digital Assets.
- (b) The visual interfaces, graphics (including, without limitation, all art and drawings associated with the), design, systems, methods, information, computer code, software, services, “look and feel”, organisation, compilation of the content, code, data, and all other elements of any content provided on the Site, Passport, or Blockchain are protected by copyright, trade dress, patent, and

trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws.

- (c) All such intellectual property is the property of its owners or licensors, and all trademarks, service marks, and trade names are proprietary to its owner or licensors.
- (d) Except as expressly set forth herein, the use of the Services and Supremacy gaming platform does not grant User any ownership of or any other rights with respect to any content, code, data, or other materials that you may access.
- (e) Notwithstanding the foregoing, when a User purchases or owns a Digital Asset, the User owns the underlying NFT completely for as long as the User owns the Digital Asset.
 - (i) Ownership of the NFT is mediated entirely by the smart contract and the Blockchain, Ethereum Network or any other applicable network.
 - (ii) At no point may we seize, freeze, or otherwise modify the ownership of the Digital Asset. Subject to the continued compliance with the terms and conditions (only where the Platform has the right to offer same and for only as long as the User still owns the Digital Asset), the User is granted with a worldwide, non-exclusive, non-transferable, royalty-free license to use and display the art underlying the Digital Asset solely for the following purposes:
 - A for the User's personal, non-commercial use;
 - B as a part of any Platform auction that allows for the purchase and sale of Digital Assets or on the Platform itself (if applicable); or
 - C as the party of a third-party marketplace or application that allows the User to transfer its User's Digital Asset and permits the inclusion, involvement, or participation of the Digital Asset.

5.4 Acknowledgement by User

When depositing Digital Assets on the Platform, you permit Supremacy to hold these in your Passport until they are used by you in-game or you withdraw them to a Wallet.

6. IN-GAME REWARDS TOKEN (SUPS)

6.1 About the SUPS token

- (a) Supremacy Token (SUPS) is an-in game rewards token built on the Binance Smart Chain as a BEP20 token.
- (b) The total number of SUPS Token supply is fixed at 300 million.
- (c) The purpose of our token is to facilitate gameplay on our Platform and to offer a reward to successful players.

- (d) When the SUPS Token is on your Passport, it may be used in-game.
- (e) When the SUPS Token is on your Wallet, it may be transferred, traded or exchanged at your own discretion and risk.

6.2 Utility of the in-game token (SUPS)

The in-game currency used on the Platform is utilised as follows:

- (a) Across the Platform – as a unit of exchange for the acquisition Digital Assets, and other in-game assets or actions. All in-game sales on the Platform will be executed in SUPS. This can take place in one of two in-game exchanges:
 - (i) Terran Market Mechanism (TMM), which acts as the peer-to-peer trading floor for Resources, Components, War Machines, Land, Contracts, and other Game Assets manufactured or owned by other Citizens. All transactions on the TMM are processed in SUPS.
 - (ii) Supremacy Store, where Citizens can purchase Digital Assets/NFTs of Game Assets directly from Supremacy. All transactions on the Supremacy Store can be processed in SUPS.
- (b) In the Battle Arena - as a reward for battles of War Machines;
- (c) In the Syndicate HQ – as fees for operating costs. All in-game costs (such as virtual land, buildings and taxes) on the Platform will be payable in SUPS; and.
- (d) In the Enrichment Centre - as a reward for Play-To-Earn players who solve puzzles as part of a Proof of Effort (PoE) mechanisms.

6.3 Token Issue

- (a) At launch, SUPS will be available to the public via a private and public token sales on the terms described in the [whitepaper](#), our Website and our social media channels.
- (b) As Supremacy is not registered as a Digital Currency Exchange, we are unable to accept fiat under any circumstance. All payments for the acquisitions of SUPS are to be made in ETH, BNB, USDC or BUSD.
- (c) Upon completion of the token sale period, SUPS will be earned through in-game activity, via Supremacy Store purchases, or via Citizen sales or transfers - whether in-game if held on Passport or off-game if held in Wallet.

6.4 Acknowledgements by User

- (a) When depositing SUPS on the Platform, you permit Supremacy to hold these in your Passport until they are used by you in-game or you withdraw them to a Wallet.
- (b) In order for you to purchase, own and sell tokens, the following must be true at all times:

- (i) you are a natural person with full legal capacity, aged 18 or older;
 - (ii) you are not a citizen or resident of the USA, China or Singapore;
 - (iii) you have sufficient knowledge of digital currencies, NFTs, blockchain and applied cryptography to understand the risks inherent in dealing with tokens;
 - (iv) you are not legally prohibited from purchasing, owning or selling Tokens;
 - (v) you have a compatible digital wallet with an adequately strong password;
- (c) You must not purchase, own or sell SUPS Tokens for any of the following purposes, and you must not do (or permit any third party to do) any of the following at any time in connection with tokens:
- (i) engaging in speculative investment;
 - (ii) conducting or engaging in illegal activity, or hiding or disguising the proceeds of illegal activity;
 - (iii) engaging in deceptive, fraudulent or malicious activity (including distributing malware or seeking to access any digital wallet other than your own or steal Tokens from us or any third party);
 - (iv) wrapping a token or any associated smart contract for resale on a different blockchain;
 - (v) reverse-engineering, decompiling, disabling, or disassembling tokens or our website;
 - (vi) using the any of our marks to advertise, market, or sell any third party product or service;
 - (vii) commercialising our marks in any way or otherwise using our marks except as expressly permitted in these Terms;
 - (viii) infringing our intellectual property rights or the intellectual property rights of any third party;
 - (ix) claiming intellectual property rights in or to our marks (including applying to register our marks as a trade mark);
 - (x) using our marks in any way that might reasonably be deemed to jeopardise our reputation, standing or goodwill, or the rights of third parties; or
 - (xi) breaching these Terms in any manner.

7. RISK, LIABILITY AND INDEMNITY

7.1 Your own risk

Except as expressly set out in this clause 7, your use of the Services, including SUPS, Digital Assets and the Platform is at your own risk.

7.2 Australian Consumer Law

If you are a consumer (as that term is defined in the Competition and Consumer Act 2010 (Cth), the Australian Securities and Investments Commission Act 2000 (Cth) or any similar legislation), nothing in these Terms is intended to exclude, restrict, or modify any statutory obligation on us if it cannot be lawfully effected. Without limiting the generality of this clause 7.2, nothing in these Terms (including in this clause 7.2) is intended to have the effect of excluding, restricting or modifying:

- (a) the application of all or any of the provisions of Part 5-4 of Schedule 2 of the Competition and Consumer Act 2010 (the **ACL**);
- (b) the exercise of a right conferred by such a provision; or
- (c) any liability we have in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

7.3 Exclusions

- (a) To the extent permitted by law, except as expressly set out in these Terms, we exclude all express and implied representations, conditions, warranties and guarantees arising from or in connection with these Terms or their subject matter. This is so whether they are based in statute, regulation, common law or otherwise. If the condition, warranty or guarantee cannot be excluded by law, our liability is limited, at our option, to supplying our services again or paying the cost of the re-supply of those services.
- (b) We will not be responsible for, and we exclude, all liability for loss or damage (including any indirect or consequential loss or damage) that you may suffer by reason of or in connection with:
 - (i) your use of the Services, including SUPS, the Platform and Digital Assets;
 - (ii) any act or omission by us; or
 - (iii) any compromise of the credentials or keys that you need to access the Passport or Wallet.

This clause 7.3(b) does not apply to the extent that our own wilful or negligent acts or omissions causes your loss or damage.

- (c) To the extent permitted by law, you indemnify us fully against any liability, loss or damage suffered or incurred by us, however arising and by whomsoever caused, whether arising directly or indirectly from your use of the Services or the Platform, including any loss, liability or damage related to or arising out of:
 - (i) any erroneous or fraudulent act or omission by you;
 - (ii) the use or disclosure by you of any information in relation to the Services or the Platform other than for the purpose of using the Services in accordance with these Terms;
 - (iii) any act or omission by you in breach of these Terms.

This clause 8.3(c) does not apply to the extent that our own wilful or negligent acts or omissions causes your loss or damage.

8. TERMINATION

- 8.1 We may suspend, limit, restrict, deactivate or terminate your access to the Services, including your Supremacy account, if:
- (a) we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
 - (b) we reasonably suspect you of acting in breach of these Terms;
 - (c) we reasonably suspect you have breached any of our published policies;
 - (d) we have concerns that a transaction is erroneous or about the security of your Supremacy account or we suspect the Services are being used in a fraudulent or unauthorised manner;
 - (e) we suspect money laundering, terrorist financing, fraud, or any other financial crime;
 - (f) use of your Supremacy Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and / or
 - (g) you take any action that may circumvent our controls such as opening multiple Supremacy accounts or abusing promotions which we may offer from time to time.
- 8.2 You may cancel your Supremacy account at any time, following the settlement of any pending transactions. You will not be charged any fees for cancelling your Supremacy account, however you must pay any outstanding amounts owed to us.

9. GENERAL

9.1 Paramountcy

The Terms of Use published on the date you view them on the Platform supersede all prior versions.

9.2 Entire Agreement

To the extent permitted by law, these Terms set out all the terms agreed between the parties and supersede all other agreements between the parties relating to its subject matter. In entering an Agreement, 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.

9.3 Severability

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

9.4 Communication

Supremacy will communicate with customers via email, telephone or internal account and will never provide links to other websites that request sensitive information such as 2-factor codes and passwords. If you suspect an email or telephone call to be unsecure, please email us at support@supremacy.game and we will be able to assist you.

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.

9.5 Taxes

By using Supremacy's Platform and Services, you accept that it is your responsibility to determine whether and to what extent, any taxes apply to any transactions or trades you conduct through our Services. It is also your responsibility to seek professional tax advice with respect to personal, business and self-managed superfund Supremacy accounts as well as to ensure that you are compliant and that the platform and features satisfy your requirements. Supremacy does not provide any advice or take any responsibility for information that you receive through our Platform and Services.

9.6 Force Majeure

If we are unable to perform our Services as stipulated in these Terms due to circumstances out of our control, including but not limited to, change of law, regulations or policy, or an event of Force Majeure, we will not be held liable. In this clause, "Force Majeure" means any circumstance, act, or event (a) lock outs, strikes or other industrial disputes (in each case, whether or not relating to our workforce and whether or not beyond our reasonable control);

- (a) changes to applicable laws, acts, or regulations of any governmental or supranational bodies or authorities;
- (b) breakdown, failure, malfunction, or hacking of telecommunications or computer services or systems (including the internet) including, without limitation, any third party services or systems or acts of hackers;
- (c) unusual volatility in the market, hacking, Denial of Service (DoS) attack, deliberate market distortion or manipulation, and disruptions to trading or the trading price;
- (d) act of God, fire, act of government or state, terrorist act, war, civil commotion,
- (e) insurrection or embargo, earthquake, nuclear incident, floods, volcanic action;
- (f) inability to communicate with brokers or market makers for whatever reason or late or mistaken delivery or payment by any bank or counterparty;
- (g) prevention from or hindrance in obtaining any energy or other supplies; and

- (h) any other reason (whether or not similar in kind to any circumstance, act or event described in clause 9.6 (a) to (g) above).

9.7 Governing Law and Jurisdiction

These Terms and each Agreement are governed by the laws of the State of Western Australia and the parties to each Agreement submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.

9.8 Dispute Resolution

If any dispute, controversy, difference or claim arises out of or relating to these Terms or an Agreement or relating in any way to a User's 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.

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 arbitration will be held in accordance with the Australian Dispute Centre's (ADC) Rules for Domestic Arbitration operating at the time the dispute is referred to ADC.

10. DEFINITIONS AND INTERPRETATION

10.1 Definitions

In these Terms, unless the context requires otherwise:

Agreement has the meaning given in paragraph G of the Background.

Blockchain means the Binance Smart Chain blockchain network.

Digital Assets has the meaning given in paragraph D of the Background.

NFT means non-fungible token.

Passport means a custodial wallet on our Platform which enables us to hold SUPS and Digital Assets on behalf of our users. "Custodial" means that we have exclusive control of the private keys associated with the wallet.

Platform has the meaning given in paragraph A of the Background.

Services means the services we may provide to you, as more particularly described in clause 2.1.

Site has the meaning given in clause 2.1.

SUPS Token or **SUPS** means the token issued and released by Supremacy to be acquired for use in the Platform as an in-game reward or fee.

User means a player on the Platform.

Wallet means a non-custodial wallet controlled by the User capable of storing, retrieving and transferring cryptocurrency, Digital Assets and SUPS

tokens on the blockchain. "Non-custodial" means that you have exclusive control and access to the private keys associated with the wallet.

Website means the public website accessible at www.supremacy.game as amended from time to time;

10.2 Interpretation

In these Terms:

- (a) the singular includes the plural and vice versa;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) headings are for convenience and do not affect interpretation;
- (d) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation;
- (e) reference to a statute, or a provision of it, includes any modification, amendment, replacement or re-enactment of it, a provision substituted for it and a regulation or statutory instrument issued under it;
- (f) references in these Terms to "you" or "your" are to the User with whom Supremacy enters into an Agreement;
- (g) a reference to a party includes its executors, administrators, successors, substitutes (including entities taking by novation) and permitted assigns; and
- (h) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time.