

END USER LICENSE AGREEMENT

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This End User License Agreement (this “EULA”) is a legal agreement between you and Newfield Entertainment LLC (“Newfield,” “we,” “us,” and “our”), governing your use of this mobile application, including any and all related documentation and updates that replace or supplement the mobile application in any respect and which are not distributed with a separate license (collectively, the “Licensed Application”). For purposes of this EULA, “you” and “your” refer to any user of the Licensed Application.

This EULA is part of our Terms of Use. By installing or using the Licensed Application, you agree to the terms of this EULA, our Terms of Use, and our Privacy Policy. If you do not agree to all of the foregoing, do not install or use the Licensed Application. This EULA may be updated from time to time. Your continued use of the Licensed Application after a revised version of this EULA has been posted at www.skillcoin.com or otherwise communicated to you constitutes your acceptance of this EULA, as revised.

1. Preconditions to the License

The licenses granted in this EULA are specifically conditioned upon the following and your full compliance with all other terms and conditions set forth in this EULA:

- (a) You are at least 18 years old;
- (b) You agree to and comply with all of the terms in this EULA and any additional terms as may be applicable to the Licensed Application, which acceptance is evidenced by your access to and use of the Licensed Application;
- (c) If the Licensed Application is provided through a third-party platform, you accept all applicable terms and conditions for such platform, which acceptance is evidenced by your access to and use of the Licensed Application;
- (d) You access and use the Licensed Application only on local devices running validly-licensed copies of operating systems on which the Licensed Application is designed to operate and which meet the minimum requirements set by us (collectively, the “Hardware”);
- (e) You do not use any hacks, cracks, bots, or third-party games that may modify, temporarily or permanently, the code or the user experience of the Licensed Application, whether on your local machine or on servers that enable use of any features of the Licensed Application; and
- (f) You agree not to reveal or disclose any non-public information about the Licensed Application, including, but not limited to, images, gameplay, bugs, or any other information that has not been previously released by us, which agreement is evidenced by your access to and use of the Licensed Application.

2. License

Subject to the terms of this EULA, Newfield grants you a non-exclusive, non-transferable, revocable, limited right and license to access and use one copy of the Licensed Application solely for your personal use. To access and use the Licensed Application, you must have legally obtained the Licensed Application from us and all Hardware and/or third-party products and

solely for your personal use. To access and use the Licensed Application, you must have legally obtained the Licensed Application from us and all Hardware and/or third-party products and services required to operate the Licensed Application that we do not provide. You are responsible for paying all fees, taxes, and other costs you may incur to access and use the Licensed Application, including, but not limited to, costs for any Hardware, Internet service, or other third-party products and services required to access the Licensed Application. Neither this EULA nor your access to or use of the Licensed Application entitles you to any future releases of the Licensed Application or any updates, expansions, sequels, or similar or ancillary products. You have no interest, monetary or otherwise, in any feature or content contained in or related to the Licensed Application.

The Licensed Application is licensed, not sold, to you for use only under the terms of this EULA, unless accompanied by a separate license agreement issued by Newfield, in which case the terms of that separate license agreement will govern. As between Newfield and you, Newfield reserves all rights not expressly granted to you in this EULA. The license granted herein confers no title or ownership in the Licensed Application and should not be construed as a sale of any rights to the Licensed Application. All right, title, and interest in and to the Licensed Application and any and all copies thereof (including, without limitation, any and all titles, computer code, technology, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, music, etc.) are owned by Newfield or its licensors. Such licensors are third-party beneficiaries of this EULA with the right to enforce their rights against you if you violate this EULA.

3. Use Restrictions

You are only allowed to access and use the Licensed Application on Hardware that you own or control. You may not distribute the Licensed Application or make it available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute, or sublicense) the Licensed Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application.

4. Online Conduct

You agree that you will be personally responsible for your access to and use of the Licensed Application and for all of your communication and activity in connection with the Licensed Application, including any User Content (as defined in our Terms of Use). Without limiting any other terms of this EULA, you agree not to:

- Harass, threaten, embarrass, or do anything else to another user of the Licensed Application that is unwanted, as determined by Newfield in its sole discretion.
- Transmit or facilitate distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or objectionable, as determined by Newfield in its sole discretion.
- Violate any terms or policies communicated by Newfield from time to time.
- Promote or encourage any illegal activity, including hacking.
- Disclose other users' personal information to third parties.
- Impersonate any person or entity, including any Newfield employees or representatives, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Impede or disrupt the Licensed Application or disturb or attempt to disturb other

person or entity.

- Impede or disrupt the Licensed Application or disturb or attempt to disturb other users use and enjoyment of the Licensed Application.
- Cheat or utilize unauthorized exploits in connection with the Licensed Application.
- Use or exploit any bugs, errors, or design flaws to obtain unauthorized access to or use of the Licensed Application or to gain an unfair advantage over other players of the Licensed Application.
- Violate any rules for use of third-party technology, services, or content.
- Violate any applicable law, including, but not limited to, by posting, transmitting, promoting, or distributing content that violates any applicable law.

5. Data Collection

By accessing or using the Licensed Application, you acknowledge and accept that Newfield may collect and use technical data and related information, including, but not limited to, technical information about your Hardware, system and application software, and peripherals that is gathered periodically to facilitate the provision of software updates, product support, and other services related to the Licensed Application. Our collection, use, storage, and disclosure of information in connection with the Licensed Application are governed by our Privacy Policy.

6. Term and Termination

This EULA is effective until terminated. You may terminate this EULA at any time by deleting and destroying any and all copies of the Licensed Application in your possession or under your control. Except as otherwise prohibited by applicable law, Newfield may limit, suspend, or terminate the license granted hereunder, this EULA, and your access to and use of the Licensed Application at any time and for any reason without notice or liability to you. Upon termination of this EULA, you must immediately cease all use of the Licensed Application and destroy all copies, or portions thereof, of the Licensed Application in your possession or under your control. Termination of this EULA will not affect any of our rights or your obligations arising under this EULA prior to such termination. Provisions of this EULA that, by their nature, should survive termination of this EULA will survive such termination.

7. Miscellaneous

You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law. Without limiting the foregoing, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical, or biological weapons.

This EULA shall be governed by the laws of the State of New York, without giving effect to any principle that provide for the application of the law of another jurisdiction and shall be subject to the binding arbitration and class action waiver provisions of our Terms of Use. If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in effect and be enforced as if the invalid or unenforceable provision were not contained herein. Newfield's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. You may not assign or transfer this EULA or your rights hereunder, and any attempt to the contrary is void. This EULA sets forth the entire understanding and agreement between Newfield and you with

others does not waive its right to act with respect to subsequent or similar breaches. You may not assign or transfer this EULA or your rights hereunder, and any attempt to the contrary is void. This EULA sets forth the entire understanding and agreement between Newfield and you with respect to the subject matter hereof.

8. Contact Us

If you have any questions regarding this EULA or the Licensed Application, please contact us at info@skillcoin.com.