

SKY MAVIS TERMS OF USE

These Terms of Use, together with any supplemental terms and policies incorporated herein, constitute a legally binding agreement (collectively, the “Terms,” “Terms of Use,” or “Agreement”) made between you, whether personally or on behalf of an entity (“you” or “your”) and Sky Mavis PTE. LTD. (“Sky Mavis”, “we”, “us”, or “our”) governing your access to and use of the www.skymavis.com website (the “Site”), as well as any other media form, media channel, and mobile website, which include text, images, audio, code, and other materials or third party information made available by or on behalf of Sky Mavis and related, linked, or otherwise connected thereto (collectively, with the Site or other software or services enabled thereby, the “Services”). The Services may include any distributed application running on one or more blockchain networks, which may include the Ethereum Network and Ronin Network (the “Blockchains”), using smart contracts (each, a “Smart Contract”) that interact with or enable the use of a user’s Digital Assets (as defined below). These Digital Assets may be visualized via the Services and other Third-Party Services.

The Site and Services are not intended for distribution to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement or other regulation within such jurisdiction or country. Accordingly, you are solely responsible for your compliance with all applicable laws when you access and/or use the Site and Services.

The Site and Services are intended for users who are at least 18 years old. People under the age of 18 are not permitted to use or register for the Services.

THE SERVICES INCLUDE A NUMBER OF PRODUCTS, WHICH MAY ALLOW USERS TO OFFER TO SELL AND SELL DIGITAL ASSETS TO, AND OFFER TO BUY AND BUY DIGITAL ASSETS FROM OTHER USERS. ALL DIGITAL ASSETS AVAILABLE THROUGH OR VIA THE SERVICES ARE FURNISHED BY OR ON BEHALF OF SELLERS IN CONNECTION WITH SUCH SALES. YOU AGREE THAT, EXCEPT WHERE SKY MAVIS IS THE SELLER IN SUCH SALE, WE SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY BUYER OR SELLER OF DIGITAL ASSETS WITH RESPECT TO THE USER, MISUSE, PROVISION, OR FAILURE TO PROVIDE ANY DIGITAL ASSETS. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF DIGITAL ASSETS, INCLUDING WITHOUT LIMITATION, ANY NFTS, THAT YOU PURCHASE. WE ARE NOT A CUSTODIAL WALLET PROVIDER, BROKER, DEALER, FINANCIAL INSTITUTION, EXCHANGE, PAYMENT PROCESSOR, MONEY SERVICES BUSINESS, OR CREDITOR.

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 17. PLEASE READ THE AGREEMENT CAREFULLY.

PLEASE BE AWARE THAT SECTION 3 OF THESE TERMS OF USE CONTAINS YOUR OPT-IN

CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS, AND PUSH NOTIFICATION.

WE ONLY MAKE THE SERVICES AVAILABLE TO YOU ON THE TERMS SET FORTH IN THESE TERMS OF USE. BY USING THE SITE OR SERVICES, OR CLICKING A BUTTON OR CHECKBOX TO ACCEPT OR AGREE TO THESE TERMS WHERE THAT OPTION IS MADE AVAILABLE, OR IF EARLIER, USING OR OTHERWISE ACCESSING ANY OTHER PRODUCT OR SERVICE MADE AVAILABLE BY SKY MAVIS, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE. IF YOU DO NOT AGREE AND/OR ACCEPT THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Please refer to our Privacy Policy for information about how we collect, use, and share personal information about you. By submitting data through the Site or Services, you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

We reserve the right to change or modify these Terms of Use at any time and in our sole discretion. If we make changes to these Terms of Use, we will provide notice of such changes, for example by sending an email notification (if we have a valid email for you), providing notice through the Site or Services, or by simply updating and publishing these Terms of Use. By continuing to access or use any Services at any point after such update, you confirm your acceptance of the revised Terms of Use, and all of the terms incorporated therein by reference. We encourage you to review these Terms of Use frequently to ensure that you understand the terms and conditions that apply when you access or use the Services. If you do not agree to the revised Terms of Use, you may not access or use the Services.

1. THE SERVICES

1.1. *Generally.* The Services include a front-end website, including any interfaces, features, and any mobile website, and any media form, channels, products and features that are related, linked or otherwise connected thereto. Sky Mavis is a software development company that builds virtual worlds and the infrastructure that makes them possible. Certain aspects of the Site and Service, including products and features, may link and use Smart Contracts that interact with or enable the use of Digital Assets that are stored on a Blockchain and other applications that are created or deployed on a Blockchain. Developers and other users may use the Blockchain, which is separate from our Site and Services, to develop and create new applications, including but not limited to, blockchain-based games and NFT projects.

For avoidance of doubt, Sky Mavis does not control, maintain, provide, or improve upon any Smart Contracts or blockchain protocols underlying any tools or applications displayed through the Site or Services unless otherwise explicitly indicated herein. We cannot and do not control any activity or data on any Blockchains, the activities of

persons or entities who develop and use applications on the Blockchains, the validation of transactions or other operations of the Blockchains, or any other use of or access to the Blockchains. For clarity, the Blockchains are maintained and processed by their respective network validators across the world, and we may only control a small minority, if any, of the validators. Sky Mavis makes no guarantees regarding the validity, capability, quality, or legality of any applications, Smart Contracts, or blockchain protocols.

Furthermore, Sky Mavis does not facilitate, effectuate, or control any transactions initiated through the Service, and Sky Mavis will not be liable for any result of any transactions, including but not limited to, any failed, fraudulent, or inadvertent transactions that may result in any Losses to you.

1.2. Offerings and Access. Sky Mavis offers a number of products (each a “Service”) under the Sky Mavis brand or brands owned by us. These include Ronin Wallet, Mavis Hub, and others. Services are accessed through the Site unless otherwise agreed in writing or otherwise offered. Some Services may require you to create an Account, enter a valid form of payment, and select a paid plan (a “Plan”), or initiate an Order for a Plan or Service. By accessing or using our Services, you agree to comply with any terms, including but not limited to copyrights, licenses, or payment rights, that are embedded within or otherwise included with any Service, application, protocol, Digital Asset, data, transaction, and/or Smart Contract. Sky Mavis does not guarantee that any Service, including any portion related to or arising therefrom, will be usable, accessible, or transferable to or have any utility in connection with any other platform or blockchain.

1.3. DISCLAIMERS WITH RESPECT TO THE SERVICES. You understand and agree to the following:

- (a) Sky Mavis is not responsible for the operation of the blockchain-based software and protocols underlying any Blockchains;
- (b) Sky Mavis does not have possession, custody, or control over any Digital Assets or other applications or protocols on the Blockchains (other than any Digital Assets we may hold for ourselves or any applications or protocols we created and continue to maintain control over to the extent possible depending on how the application and/or protocol is deployed on the respective Blockchain);
- (c) Sky Mavis does not have possession, custody, or control over any of your funds, including any Digital Assets, at any time because when you interact with the Blockchains, you retain complete control over your funds and Digital Assets at all times;
- (d) Sky Mavis cannot and does not at any time guarantee the functionality, security, or availability of the Services, which are contingent on the functionality, security, or availability of the Blockchains, which is independent and beyond the control of Sky Mavis;

- (e) The Services relies on technology that may be subject to sudden changes or developments, and Sky Mavis cannot guarantee that your access to the Services will be uninterrupted or error-free, that your Digital Assets will be secure at all times, or that your transactions will be successful;
- (f) There may be non-refundable gas fees associated with any transactions on any Blockchains that you shall be solely responsible for;
- (g) Sky Mavis has no control over any developers, applications, Digital Assets, or Smart Contract(s) that may be active on or deployed on the Blockchains, and you are solely responsible for any Losses that are related to or arising from your use and/or access thereof;
- (h) There are risks, which may be substantial and devastating, using and/or accessing the Blockchains, including but not limited to as set forth in the respective Blockchain's whitepaper or other related documentation.

You hereby accept and assume all risks related to, arising from, or associated with developing any application(s), Digital Assets, or Smart Contract(s), interacting with any applications, Digital Assets, or Smart Contracts on the Blockchains, and/or otherwise engaging in any transactions or development on the Blockchains, whether stated by us in these Terms or otherwise. Furthermore, you understand and agree that Sky Mavis has no liability or responsibility whatsoever for the activities of any developers conducted on the Blockchains.

1.4. Updates, Modifications, and New Services. You understand that the Blockchains and Blockchain technology overall may be constantly evolving. As a result, we may require you to accept updates to continue to use any portion of the Services. You acknowledge and agree that we may update the Services and any portion thereof with or without notifying you. You may need to update third-party software from time to time to use or continue to use the Services. Any future release, update, or other addition to the Services shall be subject to these Terms of Use. Sky Mavis, its suppliers, and service providers reserve all rights not granted in these Terms of Use. Any unauthorized use of any Services terminates the licenses granted by us pursuant to these Terms of Use.

Furthermore, we may need to provide additional terms for specific services (and such services are hereby deemed as part of the "Services" hereunder and shall also be subject to these Terms). These additional terms and conditions, which are available with the respective service, then become part of your agreement and understanding with us if you use those services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service.

We reserve the right in our sole discretion to modify, suspend, or discontinue, whether temporarily or permanently, any Services (or any features or parts thereof) at any time and without liability.

2. USERS AND DEVELOPERS

2.1. Creating an Account. In order to access certain features of the Services, you may be required to create an account on the Services (“Account”). For certain aspects of the Services, your Blockchain address may function as your identity on the respective Service. Thus, you will need a compatible Blockchain address and digital wallet to access the Service(s). Your account on the Services will be associated with such Blockchain address; however, you may be able to add additional information to your identity persona, such as a nickname, to your Account.

Your Account will be associated with your linked blockchain address and display the Digital Assets for that blockchain address (and if applicable, any content associated with such Digital Assets). By using your wallet in connection with the Services, you agree that you are using that digital wallet under the terms and conditions of the applicable wallet provider. You understand that wallets are not operated by, maintained by, or affiliated with Sky Mavis, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. Sky Mavis accepts no responsibility in connection with your use of any wallet, and we make no representations or warranties regarding how the Services will operate with any specific wallet.

2.2. Registration Data. In creating an Account and as applicable, you agree to: (i) provide true, accurate, current, and complete information about yourself as prompted by the registration form, including contact information such as your email (the “Registration Data”); (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete; (iii) consent to us using your Registration Data in any manner permitted under applicable law, including sharing it with third parties; and (iv) consent to receive electronic communications from us (e.g., via email or other means) regarding notices about your Account and other promotional and marketing communications from us or third parties with whom we have shared your contact information. You represent that you are (A) at least eighteen (18) years old; and (B) not a person barred from using the Services under the laws of your place of residence or any other applicable jurisdiction.

2.3. User Responsibilities. You are responsible for all activities that occur under your Account. You are responsible for any use of any payment instrument (e.g., your digital wallet and/or debit or credit card information, as applicable) initiated or enabled by or through your Account. You may not share your Account or password with anyone, and you agree to notify us immediately of any unauthorized use of your password or any other breach of security. If you provide any information (including without limitation Registration Data) that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your Account and

refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself, except to the extent expressly permitted by us in writing. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to our benefit.

2.4. *User Representations and Warranties*. When you interact with or use the Services, you hereby represent and warrant, to and for our benefit, our affiliates, and their respective representatives, as follows:

- (a) *Authority*. You have all requisite capacity, power, and authority to enter into and perform your obligations under these Terms.
- (b) *Accuracy of Information*. All information provided by you to Sky Mavis and/or its third-party designees is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with these Terms is: (A) a country, territory, entity, or individual included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list or the Office of Foreign Assets Control of the U.S. Department of the Treasury list as provided at <http://www.treas.gov/ofac>), or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list, or a person or entity included in the denied persons or entity list of the U.S. Department of Commerce; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
- (c) *Independent Investigation and Non-Reliance*. You are sophisticated, experienced, and knowledgeable regarding blockchain technologies and digital assets. Additionally, you have conducted a comprehensive and independent investigation of the Services and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks and necessary and desirable practices regarding the foregoing, and, in making the determination to use the Services, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge, and agree that the legal requirements pertaining to blockchain technologies and digital assets generally are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by us in determining to enter

into these Terms of Use or use the Services.

- (d) *Litigation*. There is no legal proceeding that relates to your activities relating to the Services or other token-, digital asset-, or blockchain technology-related activities.
- (e) *Compliance*. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or token trading activities. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against, or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity, or practice.
- (f) *Legality of Use*. Any and all of your activities (whether conducted in your personal capacity or on behalf of a third party), including but not limited to any use or access to the Blockchains or any related blockchain protocols, Smart Contracts, Digital Assets, or any Services related to or arising therefrom, are lawful under the laws of all applicable jurisdictions in which such activities may be conducted or made accessible to. You are solely responsible for your use of the Services.

You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where our Services offers a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing and/or using the Services.

3. COMMUNICATIONS

3.1. *General*. By accessing or using the Services, including developing or creating any applications, digital assets, or Smart Contracts, or otherwise using or accessing the Service, you consent to receive communications from us by electronic means (e.g., via email, Discord, or by posting notices to the Services). These communications may include notices about your use of the Services (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we publish electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications.

4. FEES AND PAYMENTS

4.1. *General*. We do not set, collect, or determine any other applicable costs, fees, and expenses associated with the use of or access to the Services, including but not limited to any gas or transaction fees. These costs, fees, and expenses are paid directly to the payment processor, blockchain validator, or other respective third party as applicable and further described in this Section 4. Because these fees are not collected by us, we cannot refund them to you. You should ensure that you fully understand your

fees before entering any transactions via the Services. Some Services, including paid Services up to a certain use threshold, may be offered to the public and licensed on a royalty free basis.

4.2. Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under these Terms. All Fees payable by you are exclusive taxes unless otherwise noted or required. We reserve the right to withhold taxes where required.

If Sky Mavis determines it has a legal obligation to collect any Sales Tax (including, without limitation, any taxes that may become payable as a result of your purchase or sale of any Digital Assets) from you in connection with these Terms, Sky Mavis shall collect such Sales Tax where required or advised by applicable laws. If any services or products, or payments for any services or products, under these Terms are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to us, you will be solely responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify us for any liability, which may incur in connection with such Sales Tax. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Ownership. Unless otherwise indicated in writing by us, the Services and all content and other materials contained therein, including, without limitation, all designs, texts, graphics, pictures, information, data, software, coding, sound files, other files, and the selection and arrangement thereof (collectively, the “**Content**”), are the proprietary property of Sky Mavis or our affiliates, licensors, or users, as applicable. Our Sky Mavis logos and any portion of the Services or Sky Mavis product, service name, logo, slogan, trademark, and service mark contained therein (the “**Marks**”) are owned, controlled by us, or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Singapore, foreign jurisdictions, and international conventions. Except as expressly provided in these Terms of Use, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express written consent. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier, or

otherwise does not constitute or imply endorsement, sponsorship, affiliation, or recommendation by Sky Mavis.

5.2. Access to and Use of the Services. Subject to your ongoing compliance with these Terms and eligibility to use the Services, you are hereby granted a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, “as is” right to access and use, copy, and distribute in connection with such use the Services. Certain aspects of the Services may be provided to you under a separate license, such as the MIT License or another open-source license. You understand and agree that you fully adhere to these separate terms of any such separate license. If there are any conflicts or inconsistencies between the license granted to you in these Terms and any separate license, the separate license will prevail with respect to the aspect of the Services that is the subject of the separate license.

Except as provided in this Section 5.2, you obtain no rights under this Agreement from us, our affiliates, or our licensors to the Services or Content, including any related intellectual property rights. We reserve all rights not expressly granted hereunder in and to the Services and all components thereof, including without limitation, the Site, the App, the Content, and the Marks.

Except as expressly authorized, neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Services (except to the extent Content included in the Services is provided to you under a separate license that expressly permits the creation of derivative works); (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services (except to the extent applicable law does not allow this restriction); (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) use scraping techniques to mine or otherwise scrape data except as permitted by us in writing; or (e) resell or sublicense the Services unless otherwise agreed in writing. You will not use Our Marks unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

Your linking to, or your framing of the Site or any of its contents constitutes acceptance of these Terms, even after any changes or modifications to these Terms are published. Furthermore, you may only link to our Site or any of its contents in a fair and legal manner that does not damage our reputation or otherwise exploit or take advantage of it. If you do not accept these Terms, you must discontinue linking to or framing this Site or any of its contents herein. Sky Mavis is not affiliated or associated with, and therefore has no liability towards any trademarks, logos, or any other intellectual property or devices used or appearing on sites that link to this Site or any of its contents.

5.3. Digital Millennium Copyright Act. Any copyright(s) in and to any content remain with the copyright owner and any of its approved licensees. Sky Mavis will remove or prevent access and/or use of any asset (in any manner or form) in response to the Digital Millennium Copyright Act (“**DMCA**”) takedown notices and requirements and/or any other intellectual property infringement claims and may terminate any user’s access to the Services if the user is determined to be a repeat or malicious infringer. If you are a copyright owner or agent of the owner, and you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide us notice at the email address below with the following information:

- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (2) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on the Services;
- (4) your address, telephone number, and email address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

You may reach us at: hello@skymavis.com

Please note that we will forward your notice of intellectual property infringement, including your contact information, to the person who will have their content removed so they understand why it is no longer available on the Services and can also contact you to resolve any dispute.

5.4. Submissions. You acknowledge and agree that submission of any questions, comments, suggestions, ideas, documents, proposals, feedback, or any other information regarding the Services (“**Submissions**”) provided by you to us is at your own risk and that we have no obligations (including without limitation, obligations of confidentiality) with respect to such Submissions. You hereby grant to us a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Submissions, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or our business. To the fullest extent permitted by applicable law, you hereby waive any moral rights to any such Submissions that would limit the foregoing license grant, and you hereby warrant

that any such Submissions are original with you or that you have the right to submit such Submissions and grant the foregoing licenses.

6. THIRD-PARTY WEBSITES AND CONTENT

6.1. Third-Party Content and Services. The Blockchains and other related products and services may be created and/or operated by third parties or involve the services of third parties. Some of Our Content and Third-Party Content may be provided to you separately, including on and through Third-Party Websites, such as but not limited to in the form of an open-source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to Our Content or Third-Party Content that is the subject of such separate license.

Even though we may not indicate to you that you have left our Services, when you click on a link to, or access and use, a third-party website, service, or application, you are still subject to their respective terms and conditions, including any privacy policies thereof, as well as any separate fees and charges. If you decide to leave our Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware that these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices as well as potential fee schedules, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Third-Party Websites or Content may be “open” applications for which there is no possible recourse. We are not responsible for any Third-Party Websites, Third-Party Content, third-party applications, third-party services, or third-party materials of any kind or nature. We merely provide links to Third-Party Websites and Third-Party Content only as a convenience, and we do not review, monitor, endorse, approve, warrant, or make any representations or guarantees regarding the Third-Party Websites or Third-Party Content, or their products or services or associated materials and information. You use all Third-Party Websites, Third-Party Content, and related materials and links at your own risk.

6.2. No Representations or Warranties. Such Third-Party Content and Third-Party Websites are not under the control of Sky Mavis and are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through our Services; any Third-Party Content posted on, available through, or installed from the Services; or any advertisements placed on the Services, any services provided on the Services, or products sold through those advertisements; including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us.

We do not make any representations or warranties about any Third-Party Content you may encounter during your use of the Services, including any content associated with any applications, Digital Assets, or other data displayed on or accessible via the Services, and you bear sole responsibility for verifying the accuracy, legitimacy, authenticity, and legality of these. We cannot guarantee that any applications, Digital Assets, or Smart Contracts that are visible on or through the Services will always remain visible or available for use. We further cannot make any guarantees that any Digital Asset may hold or retain value—some may even become worthless.

6.3. Applications and Digital Assets Terms. Please note that there are other applications and Digital Assets available on public blockchains, including the Blockchains. These Terms of Use solely govern the use of our Service and not any Blockchains. Applications built on public blockchains may be accessible by anyone with a compatible Blockchain wallet address, and applications may be accessed without the use of our Services and therefore without agreeing to our Terms. Digital Assets are directly transferred (whether bought, or sold, or any other form of transfer) between a buyer and a seller and/or creator; furthermore, these Digital Assets may be transferred (whether bought, or sold, or any other form of transfer) without the use of our Services and therefore without agreeing to our Terms. There may also be terms and conditions that apply to the applications and Digital Assets themselves that are directly set between the applications' or Digital Assets' creator(s), and the transferor and transferee of the Digital Assets, including with respect to the use of the applications and/or Digital Asset(s), and any rights and obligations, including proprietary rights, associated with a given application or Digital Asset ("**Application or Digital Assets Terms**"). We do not set the Application or Digital Assets Terms and are not a party in any such Application or Digital Assets Terms. The respective creator, buyer, and/or seller are entirely responsible for communicating, defining, agreeing to, and enforcing the Application or Digital Assets Terms. You are responsible for reviewing such Application or Digital Assets Terms prior to your use or access thereof.

6.4. Minting and Pricing Digital Assets. Developers and creators of any Digital Assets on the Blockchains are solely responsible for determining the price of the respective Digital Asset as well as ensuring the success of the minting mechanics of the Digital Asset they may create.

7. ACCEPTABLE USE POLICY

7.1. General. Our Acceptable Use Policy ("**Acceptable Use Policy**") means the policy set forth below, as it may be updated by us from time to time. You may not access or use the Services for any purpose other than that for which we make the Services available.

7.2. Acceptable Use Policy. You agree not to, and not to allow third parties to, use or access the Services:

- (a) to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
- (b) to engage in, promote or encourage any illegal or harmful activity or infringing, offensive or harmful content, including but not limited to, any content that may involve child sexual exploitation, promotion of suicide or self-harm, incitement of hate or violence against, or doxing of another individual;
- (c) for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
- (d) to use the Services to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- (e) to use the Services to carry out or allow the provision of any financial activities that are subject to licensing or registration, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;
- (f) to use the Services to create, sell, or buy Digital Collectibles or other items that give owners the right to participate in an initial coin offering (“ICO”) or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- (g) to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- (h) to circumvent, disable, bypass, or otherwise interfere with or attempt to interfere with any security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein (for example, attempting to circumvent any rate limiting systems, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to Sky Mavis);
- (i) to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users (including through disseminating any software or interacting with any API), including to damage, disable, overburden, or impair the Service’s functions in any manner;
- (j) to use our Services, including any APIs as applicable, in any way that conflicts with or is inconsistent with our developer policies, including but not limited to copying or adapting our Site’s software, including but not limited to, Flash, PHP, HTML, Javascript, or other code;
- (k) to use our Services for commercial purposes that are inconsistent with these Terms or any other instructions or terms and conditions;
- (l) to use the Services or Blockchains to carry out any illegal activities in connection with or in any way related to your access to and use of the Services, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Blockchains or the Services;
- (m) to engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering,” or fraudulent, deceptive, or manipulative trading practices;

- (n) to engage in behaviors that have the intention or the effect of artificially causing an item or Digital Collectible to appear in a certain area via our Services or at the top of search results, or artificially increasing view counts, favorites and likes, or other metrics that we may use to sort items, collections, or search results;
- (o) to use or attempt to use another user's Account without authorization from such user; or pose as another person or entity, or use a wallet to engage in a transaction on the Services that is owned or controlled, in whole or in part, by any other person;
- (p) to claim an Account username for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in name squatting;
- (q) to claim any asset that is not yours for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in such related fraudulent or misleading behavior
- (r) to disable, interfere with or circumvent any aspect of the Services (for example, any thresholds or limits);
- (s) to access the Services from a different Blockchain address if we have blocked any of your other Blockchain addresses from accessing the Services, unless you have our prior written consent;
- (t) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertising or other solicitation, including distributing spam in any manner or form, including sending unwanted Digital Assets to other users;
- (u) to access, search, systematically retrieve data or other content from, or otherwise use the Services in any manner to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us, including but not limited to any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface;
- (v) to reverse engineer, duplicate, disassemble, decompile, or decode any aspect of our Services, or to do anything that might discover or lead to the discovery of the source code, or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services;
- (w) to sell or resell our Services, or to otherwise attempt to circumvent any of Sky Mavis' fee systems;
- (x) to disparage, tarnish, or otherwise harm or attempt to harm Sky Mavis and/or any of the Services, as determined by us in our sole discretion; or
- (y) to use the Services, or any interfaces provided with the Services, to access any other product or service in a manner that violates the terms of service of such other product or service.

7.3. *Your Rights under these Terms.* The rights granted to you in these Terms of Use are subject to your compliance with the restrictions set forth in this Section. Any future release, update, or other addition to the Services shall be subject to the Terms of Use. Any future release, update, or other addition or modification to the Services shall be subject to the Terms of Use.

7.4. Jurisdictional Restrictions. We may restrict or refuse, at our sole discretion, the provision of the Services in certain jurisdictions. The Services may not be intended for use in your jurisdiction. You are solely responsible for ensuring that your Use of the Services complies with applicable law.

7.5. Violations of Acceptable Use Policy. We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your access to the Service in accordance with these Terms, and/or reporting you to law enforcement authorities.

7.6. Interactions with Other Users. You are solely responsible for your interactions with other users and any other parties with whom you interact; provided, however, that we reserve the right, but have no obligation, to intercede in any disputes between users. The Services may contain User Content provided by other users. We are not responsible for and do not control User Content. We have no obligation to review or monitor, and do not approve, endorse or make any representations or warranties with respect to, User Content, including without limitation any User Content embodied by or otherwise made available through the Services. Your use of all User Content and interactions with other users is at your own risk. You agree that Sky Mavis will not be responsible for any liability incurred as the result of your interactions with other users. When interacting with other users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting offline with other persons whom you don't know. WE, OUR SUBSIDIARIES, AFFILIATES, AND EACH OF OUR RESPECTIVE EMPLOYEES, CONTRACTORS, CONSULTANTS, OFFICERS, DIRECTORS, EQUITY HOLDERS, AGENTS, PARTNERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, REPRESENTATIVES, AND LICENSORS (EACH, A "SKY MAVIS PARTY" AND COLLECTIVELY "SKY MAVIS PARTIES") ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE. NO SKY MAVIS PARTY WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE OR YOUR USE OF OR YOUR USE OF OR INABILITY TO USE ANY DIGITAL COLLECTIBLE PURCHASED FROM A SELLER.

8. CHANGES

8.1. To the Services. We may change or discontinue any or all of the Services or change or remove functionality of any or all portions of the Services from time to time.

8.2. To this Agreement. We reserve the right, at our sole discretion, to modify or replace any part of this Agreement (including any Policies) at any time. It is your responsibility to check this Agreement periodically for changes. Your continued use of or

access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes.

9. YOUR RESPONSIBILITIES

9.1. *Your Data and Information.* Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur during your use of the Services, including any transmissions of data or any other information in any form or manner, regardless of whether the activities are authorized by you or undertaken by you, your employees, or a third party (including your contractors, Agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your data or information.

9.2. *Your Use.* You will ensure that your use of the Services does not violate any applicable laws or regulations. You are solely responsible for your use of the Services.

9.3. *Your Security and Backup.* You are responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect, and backup your data and Your Content in a manner that will provide appropriate and adequate security and protection, which might include use of encryption.

9.4. *Log-In Credentials and Keys.* To the extent we provide you with log-in credentials and API authentication generated by or through the Services, such log-in credentials and API authentication are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf. You are solely responsible for the security and access to your data and private key.

9.5. *Digital Wallet.* You are solely responsible for the security of your wallet, and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, you should promptly contact your wallet service provider. You are also solely responsible for your data, log-in credentials, and any associated wallet, and we are not liable for any acts or omissions by you in connection with your data or because of your data or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Services or your data.

9.6. *Additional Information.* We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, to provide you with a requested service, or to investigate a potential violation of these Terms. In these circumstances, we, in our sole discretion, may block your ability to access the Services until such additional information and documents are processed and approved by us. If you do not

provide complete and accurate information in response to such a request, we may refuse to restore your access to the Services.

9.7. Independent Research. By accessing or using the Services, you understand the importance of doing your own research. You understand that you are solely responsible for verifying the authenticity, legitimacy, identity, and any other details and information about any blockchain technology, Digital Assets, or data that you view or otherwise interact with relating to or arising from our Services.

10. TEMPORARY SUSPENSION; LIMITING API REQUIREMENTS

10.1. General. We may suspend your right to access or use any portion or all the Services immediately upon notice to you if we determine:

- (a) your use of the Services: (i) poses a security risk to us, the Services, or any third party; (ii) could adversely impact our systems, the Services, or the systems of any other user; (iii) could subject us, our affiliates, or any third party to liability; or (iv) could be fraudulent or misrepresentative;
- (b) you are, or any End User is, in breach of this Agreement;
- (c) for entities, you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

You acknowledge that we are under no obligation to disclose the details of our decision to take such action with you.

10.2. Limiting API Requests. If applicable to the Services or any aspects or portions thereof, we retain sole discretion to limit your usage of the Service (including without limitation by limiting the number of API requests you may submit (“API Requests”)) at any time if your usage of the Services exceeds the applicable threshold for your selected Services.

10.3. Reassignment of Identifiers. You understand that we, in our sole discretion, may disable your access to the Services and/or reassign your associated identifiers.

11. TERMINATION

11.1. Termination.

- (a) Termination for Convenience. You may terminate this Agreement for any reason by ceasing use of the Service and disconnecting your wallet.

(b) *Termination for Cause.* (i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. (ii) By Us. We may also terminate this Agreement immediately upon notice to you at our sole discretion. We further reserve the right to change or modify these Terms of Use at any time and in our sole discretion.

11.2. *Effects of Termination.* Upon the Termination Date:

- (a) all your rights under this Agreement shall immediately terminate;
- (b) each party remains responsible for all fees and charges it has incurred through the Termination Date and are responsible for any fees and charges it incurs during the post-termination period; and
- (c) All sections which by their nature should survive the termination of this Agreement shall continue to apply in full force and effect subsequent to and notwithstanding any termination of these Terms by you or Sky Mavis. Termination will not limit any of our other rights or remedies at law or in equity.

Upon the termination of this Agreement and unless otherwise agreed between you and us in writing, you retain ownership of your respective applications and Digital Assets, and you may access your applications and Digital Assets through public blockchains such as the Blockchains as well as other wallets, platforms, and/or websites. Notwithstanding any such termination and for the avoidance of doubt, these Terms will continue to apply with respect to any applications and Digital Assets owned by you and all of your User Content.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TERMINATE THIS AGREEMENT AND/OR DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES AND/OR APPLICATIONS OR DIGITAL ASSETS) TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR FOR VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION. WE MAY TERMINATE YOUR USE OF OR PARTICIPATION IN THE SERVICE OR DELETE YOUR DATA WITHOUT WARNING, IN OUR SOLE DISCRETION.

11.3. *Termination or Suspension of Your Access.* If we terminate or suspend your access to the Service for any reason, you are prohibited from registering and creating a new Blockchain address or pseudonym through which you may access the Service whether under your name, a fake or a borrowed name, or the name of any third party, or from otherwise using the Services, even if you are acting on behalf of the third party. In addition to terminating and suspending your access, we reserve the right to take appropriate legal action, including without limitation, pursuing civil, criminal, and injunctive redress. You understand that any termination of your right to access and use

the Service may involve deletion of your User Content associated with your use of the Services from our live databases. Sky Mavis will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your right to access and use the Services or deletion of your User Content. All sections intended by their nature to survive will survive the termination of this Agreement.

12. DISCLAIMERS; ASSUMPTION OF RISK

12.1. DISCLAIMERS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES ARE AT YOUR OWN RISK, AND THAT THE SERVICE OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS: (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD-PARTY CONTENT; AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, CORRECTNESS, ACCURACY, RELIABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT; (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE; (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR OTHERWISE MEET YOUR REQUIREMENTS; (IV) THAT THE SERVICE OR ANY CONTENT, SERVICES OR FEATURES MADE AVAILABLE ON OR THROUGH THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, BUT WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY LINKED OR ASSOCIATED CONTENT WITH BLOCKCHAIN TECHNOLOGY OR DIGITAL ASSETS, OR ANY DIGITAL ASSETS OR BLOCKCHAIN TECHNOLOGY YOU INTERACT WITH WHEN USING OUR SERVICE OR OUR SERVICE PROVIDERS' SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM SKY MAVIS INDEMNITEES (AS DEFINED BELOW) OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD SKY MAVIS RESPONSIBLE FOR ANY BREACH OF SECURITY.

SKY MAVIS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR, OR MALFUNCTION OF SOFTWARE (E.G. WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES RELATED TO OR ARISING FROM THE SERVICE. SKY MAVIS IS NOT RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH ANY SUPPORTING BLOCKCHAIN TECHNOLOGY, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.

12.2. ASSUMPTION OF RISK. OUR SERVICES RELY ON EMERGING TECHNOLOGIES, INCLUDING BLOCKCHAIN TECHNOLOGY SUCH AS THE BLOCKCHAINS, SMART CONTRACTS, AND DECENTRALIZED PROTOCOLS. SOME SERVICES ARE SUBJECT TO INCREASED RISK THROUGH YOUR POTENTIAL MISUSE OF THINGS SUCH AS PUBLIC/PRIVATE KEY CRYPTOGRAPHY AND MPC TECHNOLOGY. BY USING THE SERVICES, YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS.

In this section, we set out a non-exhaustive list of some of the risks below. These risks, as well as additional risks arising from now or in the future can be substantial and potentially devastating. You should therefore carefully consider whether using any of our Services is suitable for you considering your financial condition prior to your commencement of use. You must also seek professional advice regarding your financial condition *prior* to your commencement of the use of our Services. Finally, please ensure that you review the latest version of these Terms as they may change from time. You hereby acknowledge and accept the following:

- (a) The value of Digital Assets is subjective and extremely volatile and may significantly fluctuate at any given moment for any reason, even becoming worthless. Due to these price fluctuations, you may gain or lose value in your Digital Assets at any given moment, and these price fluctuations may also materially and adversely affect the Digital Assets made available through the Services. We cannot guarantee that you will not lose money on any purchases or trading of Digital Assets.
- (b) Digital Assets are not considered legal tender. They may not be backed by any physical assets and may not be backed, guaranteed, or supported by any government or centralized authority. Digital Assets may not have intrinsic value, and their circulation may be limited and restricted.
- (c) Digital Assets are generally considered a high-risk asset class and may or may not be considered securities under certain jurisdictions. You must therefore exercise prudent judgment when trading Digital Assets.
- (d) The nature of Digital Assets may be very complex, and their terms, characteristics, features, and/or risks may not be readily or fully understood due to the complex structure, novelty, and reliance on technological features.
- (e) There is no assurance that the Service or any other related services will be orderly and stable. Any listed Digital Asset's value may be subject to large swings and may even become worthless.

- (f) In comparison to other types of assets, including fiat currencies and securities, any Digital Assets transactions may not be subject to a right to claim under any investor compensation fund established by any government or regulatory authority; furthermore, Digital Assets held by any third-party service provider or aggregator, including any dApp service provider, may not be protected deposits, and may not be protected by any deposit protection scheme in any relevant jurisdiction. Thus, Digital Assets may have a reduced level and type of protection compared to fiat currencies, securities, and other asset classes and types.
- (g) During your use of our Services, you may be subject to various fees that may or may not arise directly from us, including fees that arise from any actions that you take on the blockchain, whether a successful transaction occurs. These fees are final and irreversible. Prior to making any transactions, you must fully understand all commissions, fees, and costs for which you may be liable. If any of these fees are not clear to you, you must request clarification of what fees will be applicable in specific monetary terms prior to using our Services or entering any transactions.
- (h) We are not responsible for determining the taxes that may apply to your transactions on the Services. You are solely responsible for determining what, if any, taxes apply to your Digital Asset-related transactions.
- (i) The current regulatory regime(s) governing blockchain technologies, non-fungible tokens, Digital Assets, blockchain domains, and other crypto-based items is uncertain and may be constantly changing. New regulations or policies may materially and adversely affect our Services and the value and utility of blockchains, including the Blockchains, and Digital Assets.
- (j) You are solely responsible for determining any taxes, levies, duties, or other fees that may apply to your transactions, and to withhold, collect, report, and remit the correct amount of taxes to the appropriate tax authorities. We are not responsible for determining, withholding, collecting, reporting, or remitting any taxes that apply to your Digital Assets, or any sale or purchase of your Digital Assets.
- (k) You understand that there are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, bugs in items on smart contracts, and items that become non-transferable. You represent and warrant that you have done sufficient research prior to making any transactions or otherwise interacting with any Digital Assets.
- (l) Malicious individuals or organizations may target you and attempt to steal any Digital Assets you may hold or claim any Digital Asset that you may have purchased. You are solely responsible for protecting yourself against such actions.
- (m) There is no technology that is completely secure or safe. You should therefore exercise caution when using any technology.
- (n) We do not have ownership or control of the smart contracts deployed by third parties, and we are not responsible and make no guarantees regarding their legality, capabilities, operation, or functionality.

- (o) We do not control the public Blockchains that you are interacting with, and we do not control certain smart contracts that are integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible, and we have no ability to reverse any transactions on the blockchain.
- (p) We are not responsible for casualties due to developers' or representatives' delay or failure to report any issues with any Blockchain supporting Digital Assets, including without limitation, forks, technical node issues, or any other issues that result in losses of any sort.
- (q) There are risks associated with using Internet and blockchain-based products, including but not limited to, the risk associated with hardware, software, and Internet connections, malicious software introduction, and the risk that third parties may obtain unauthorized or misrepresented access to your third-party wallet or data. You understand and accept that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our Service or any blockchain network, no matter the cause.
- (r) Our Services rely on third-party platforms and vendors. If we are unable to maintain a good relationship with these parties; if their respective terms and conditions, business model, or pricing changes; if we violate or cannot comply with these parties' terms and conditions; or if any of these parties loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service may be degraded.
- (s) At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular Digital Asset. These persons are often referred to colloquially as "whales". Whether acting individually or collectively, these whales may have significant impact, and may be able to influence or cause significant market events that may have a detrimental effect on price, value or functionality of Digital Assets. Furthermore, these whales, or other network participants and users, may make decisions that are not in your best interest as an owner of Digital Assets.

We reserve the right to hide links, wallet addresses, and items that are affected by any issues for any reason at our sole discretion. Items, including any Digital Assets, you purchase may be inaccessible on our Service. You understand and accept that the inability to view the aforementioned on the Service or the inability to use our Service in conjunction with the purchase, sale, or transfer of items available on any blockchains does not give you any grounds for a claim against us.

13. INVESTIGATIONS

13.1. General. If we become aware of any possible violations by you of these Terms of Use, we reserve the right to investigate such violations. If, as a result of the investigation, we believe that criminal activity may have occurred, we reserve the right to refer the matter to, and to cooperate with, any and all relevant authorities.

1.2. Disclosures. We are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including your User Content, in our possession in connection with your use of or access to the Services, to: (i) comply with applicable laws, legal process, or governmental request; (ii) enforce these Terms of Use; (iii) respond to any claims that your Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Sky Mavis, its users, or the public, and all law enforcement or other governmental officials, as Sky Mavis in its sole discretion believes to be necessary or appropriate. By agreeing to these Terms of Use, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your use of the Services, including without limitation, text, voice, or video communications

14. INDEMNIFICATION

14.1. General.

- (a) You will defend, indemnify, and hold harmless all Sky Mavis Parties (as defined above) from and against any actual or alleged claims, damages, awards, Losses, liabilities, judgments, taxes, obligations, penalties, interest, fees, expenses, and costs of every kind and nature whatsoever concerning, caused by, arising out of, or related to: (i) a breach of this Agreement or violation of applicable law by you; (ii) any Submissions you provide; (iii) your use or misuse of the Services, content, or content linked to or associated with any of your use or access to the Services; (iv) your violation of the rights of or obligations to a third party, including another user or third party; and/or (v) your negligence or willful misconduct. You will reimburse us for reasonable attorneys' fees and expenses, associated with claims described in (i) through (v) above.
- (b) You understand and agree that you will promptly notify Sky Mavis of any potential claims and cooperate with Sky Mavis Parties in defending such claims. You further agree that Sky Mavis Parties shall have control of the defense or settlement of any claims. THIS INDEMNIFICATION IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER INDEMNIFICATION SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND SKY MAVIS.

14.2. Intellectual Property.

- (a) Subject to the limitations in this Section 14, you will defend Sky Mavis Parties against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and you will pay the amount of any adverse final judgment or settlement.

- (b) Furthermore, Sky Mavis Parties will have no obligations or liability under this Section 14.2 arising from infringement by your combinations of the Services with any other product, service, software, data, content or method. In addition, we will have no obligations or liability arising from your use of the Services after we have notified you to discontinue such use. The remedies provided in this Section 14.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.
- (c) In no event can you agree to any settlement of any claim that involves any commitment, other than the payment of money, without our written consent

15. LIMITATION OF LIABILITY

15.1. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SKY MAVIS, ITS AFFILIATES, OR ITS SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICES, PRODUCTS, OR THIRD-PARTY SITES AND PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, OR ANY OTHER INTANGIBLE LOSS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DAMAGES OR THEIR POSSIBILITY ARE FORESEEABLE, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY; (B) ANY OTHER CLAIM, DAMAGES, OR DEMAND WHATSOEVER RESULTING FROM OR ARISING FROM OR IN CONNECTION WITH THESE TERMS FOR THE USE, PERFORMANCE, OR DELIVERY OF THE SERVICES.

15.2. Use of Services is at Your Own Risk. YOU UNDERSTAND THAT ACCESS TO, AND USE OF THE SERVICES, PRODUCTS, OR THIRD-PARTY SITES, ARE AT YOUR OWN RISK AND AT YOUR OWN DISCRETION, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR ANY OTHER HARDWARE OR SOFTWARE YOU USE TO ACCESS OR USE OUR SERVICES, OR THE LOSS OF DATA RESULTING THEREFROM.

15.3. Maximum Aggregate Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SKY MAVIS ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE USE OF AND ACCESS TO OUR SERVICES, CONTENT, DIGITAL ASSETS, OR ANY OTHER PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$100 U.S. DOLLARS, OR (B) THE AMOUNT RECEIVED BY SKY MAVIS FOR ITS SERVICES TO YOU DIRECTLY RELATED TO THE TRANSACTIONS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS ITS ESSENTIAL PURPOSE.

15.4. *Jurisdictional Limitations.* You understand and accept that some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions may also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

16. GOVERNING LAW AND VENUE

16.1. *General.* These Terms of Use, your use of the Services, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Singapore without regard to principles of conflicts of law.

17. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

17.1. *Binding Arbitration.* Unless otherwise required by applicable law, any dispute, claim or controversy (“**Claim**”) relating in any way to this Agreement, the Services, or your use of or access to the Services will be finally resolved by binding arbitration as provided in this Section 17, rather than in court.

The arbitration shall be administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the SIAC Rules in force at the time the Claim is submitted, which rules are deemed incorporated by reference in this Section. The seat of arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator to be appointed in accordance with the SIAC Rules for the time being in force, and the language of the arbitration shall be in English.

17.2. *Class Action Waiver.* YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

Unless both you and we agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph

is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

17.3. 30-Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: via email at hello@skymavis.com with subject line "LEGAL OPT OUT." The notice must be sent within 30 days of you first using our Services under this Agreement; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we will also not be bound by them.

17.4. Exceptions to Arbitration. Sky Mavis and you each agree that the following Claims are not subject to the above provision concerning binding arbitration: (a) any Claim seeking to enforce or protect, or concerning the validity of, the intellectual property rights of a Party; (b) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any Claim for injunctive relief. Sky Mavis and you each agree that, if any portion of this provision is found to be unenforceable, then neither party will elect to arbitrate any Claim falling within that portion of this provision found to be unenforceable, and such Claim shall be decided by a court of competent jurisdiction located in Singapore, sitting in Singapore.

18. MISCELLANEOUS

18.1. Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 18.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for us as a party to this Agreement and we are fully released from all of our obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

18.2. Entire Agreement and Modifications. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. Any modification to the terms of this Agreement may only be made in writing.

18.3. Force Majeure. Neither party nor their respective Affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond such party's reasonable control, including but not

limited to acts of God, utilities or other telecommunications failures, cyber-attacks, earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

18.4. Export and Sanctions Compliance. Sky Mavis represents and warrants that (i) it is duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated; (ii) it has all necessary rights, power, legal capacity, and authority to enter into and fully perform the terms of this Agreement; (iii) it is not domiciled in or a resident of, physically present or located in, or has business activities in jurisdictions in which the Services are prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction; (iv) it is in compliance with Economic Sanctions Laws.

18.5. Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for its products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

18.6. Eligibility. If you are under the age of majority in your jurisdiction of residence, you may not use the Service or any related Services.

18.7. Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

18.8. Notice.

(a) *To You.* We may provide any notice to you under this Agreement by: (i) posting a notice via the Services (e.g., on the Site or App); or (ii) sending a message to the email address then associated with you. Notices we provide via the Services (e.g., by posting on the Site or App) will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with you when we send the email, whether you actually receive the email.

(b) *To Us.* To give us notice under this Agreement, you must contact us by email at: hello@skymavis.com.

18.9. No Third-Party Beneficiaries. Except as otherwise set forth herein, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

18.10. No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

18.11. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

19. DEFINITIONS

“Account Information” means information about you that you provide to us in connection with the creation or administration of your Account. For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with your Account.

“API” means an application program interface.

“API Request” has the meaning set forth in Section 10.2.

“Content” means software (including machine images), data, text, audio, video or images and any documentation we offer for the Services as well as the general “look and feel” of Sky Mavis’ services and products, including the Services, proprietary content, information and other materials, and all content and other materials contained herein, including without limitation, Our Marks as defined below, data, software, sound files, other files, and the selection and arrangement thereof.

“Digital Assets” means digital currencies, cryptocurrencies, cryptographic tokens, or virtual currencies, or digital assets of any type and kind, including NFTs, that have been approved by Sky Mavis for support on or via the Services.

“End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your name, persona, or access methods.

“Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

“Our Marks” means any trademarks, service marks, service or trade names, logos, and other designations of Sky Mavis Pte. Ltd. and their affiliates or licensors that we may make available to you in connection with these Terms of Use.

“Policies” means this Agreement, the Acceptable Use Policy, Privacy Policy, any supplemental policies or addendums applicable to any Service as provided to you, and any other policy or terms referenced in or incorporated into this Agreement, each as may be updated by us from time to time.

“Services” means any of the services relating to or arising from our provision of the Services, including the Site, as well as any other interfaces, features, and mobile website made available by or on behalf of Sky Mavis and related, linked, or otherwise connected thereto, or any other related features, tools, materials, or services offered from time to time by us or our affiliates.

“Service Offerings” means the Services (including any associated APIs as applicable), Our Content, Our Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content or Third-Party Services.

“Suggestions” means all suggested improvements to the Service Offerings that you provide to us.

“Termination Date” means the effective date of termination provided in accordance with Section 11.

“Third-Party Content” means Content made available to you by any third party in conjunction with the Service.

“Third-Party Websites” mean any third-party websites made available to you in conjunction with the Service.

“User Content” means any information and content that a user provides, submits to, or uses with, the Services (e.g., content in the user’s postings) or any of Sky Mavis’s profiles on other properties (e.g., Discord).

“Your Content” means Content that you or any End User transfers to us for processing, storage or hosting by the Service in connection with your access to the Site and any computational results that you or any End User derive from the foregoing through their use of the Services.