

Terms of Service and User Agreement

Welcome to EXORDIUM GAMES!

Please read these General Terms of Use (these "Terms" or this "Agreement") carefully before using the interactive games or other software applications or products offered by EXORDIUM GAMES.

This website is the property of EXORDIUM GAMES Limited Liability Company for production and services, with headquarters in Zagreb, Dužice 1, 10 000 Zagreb, Croatia MBS: 081132118 registered at the Commercial Court in Zagreb.

Thank you for showing interest in the EXORDIUM GAMES apps, platform, and its valuable services.

EXORDIUM GAMES provides interactive entertainment and enables users to play online games solo or with other users and engage in social interactions with other users and use the mobile applications made available through the iOS and Android app stores (the "App Stores") and for download through the Website and through Platform AIGameToEarn or other.

When we refer to the "EXORDIUM GAMES Services" throughout these Terms of Service (hereinafter, these "Terms"), we mean the Platform, Site, Apps, Wallet, and any other products, websites, services, applications, and/or other products that include a link and/or reference to these Terms, and any related services and/or new features and/or functionality provided by us through or in connection with any of the foregoing.

These terms (the "Terms of Use") govern your relationship with EXORDIUM GAMES as well as your use of online products, services, games, and other commercial offerings provided to you on EXORDIUM GAMES's websites, Platforms, app stores and etc.

Also, these Terms of Use are entered into between you (hereinafter referred to as "you" or "your") including any Visitors (as defined below), and, on the other side, the EXORDIUM GAMES represented by the Administrator and/or the EXORDIUM GAMES, represented by the Creator (both hereinafter referred to as "us", "we" or "the Platform").

EXORDIUM GAMES is the owner and the administrator of the social skilled based games accessible through mobile app and the web, offering to its users Gaming Services.

EXORDIUM GAMES is the creator of the Token and NFT and owner of the use case created as the result of integrating the Token and NFT in the EXORDIUM GAMES's games (accessible on the mobile app), offering to the interested users the EXORDIUM GAMES Services.

These Terms of Use are telling you about the rules for using the Services accessible on EXORDIUM GAMES's websites, Platforms, app stores etc.

By using (in any possible way) the Services, you fully agree that you have read, understood, and accepted all the terms and conditions stipulated in these Terms of Use (hereinafter referred to as "Terms" or "these Terms"). When you decide to use specific features of websites, Platforms, app stores, and other services,

you may be subject to specific additional terms and conditions applicable to those features which will be indicated accordingly.

Please note that accessing or using any services accessible through external links (which may be available on the websites, Platforms, app stores, etc.) are not covered by these Terms. Please carefully read all terms that are applicable to those services before accessing the third-party's services.

If you do not accept these Terms, do not access the websites, Platforms, app stores, and other Services.

By accessing and using in any way websites, Platforms, app stores, and other Services you fully acknowledge to be bounded by these Terms. These Terms are applicable exclusively to the Services available on the websites, Platforms, app stores, etc.

These Terms constitute a legal agreement and create a binding contract between you and the provider of Services you use or with the websites, Platforms, app stores, etc. if the case.

Acceptance of Terms

This agreement (hereafter "Terms of Use") sets out the terms and conditions that govern your access and use of any Website, service provided by EXORDIUM GAMES, and services accessible on the websites, Platforms, app stores, etc. (the "Services").

These Terms of Use constitute a legally binding agreement between yourself and EXORDIUM GAMES. By using the Services, you state that you are an adult, or at least 16 years old, and have read this agreement with a parent or legal guardian, and that he or she accepts these Terms of Use on your behalf and takes full responsibility for your compliance with these terms. You acknowledge that you are, or the parent or legal guardian is, competent and fully able to respect the Terms of Use, accept the terms, conditions, and obligations, make statements, and accept all the responsibilities set out in these Terms of Use.

Your use of all or part of the Services or content available on the websites, Platforms, app stores etc. or in the Services (the "Content") itself constitutes your full acceptance of the Terms of Use. In addition to these Terms of Use, by using certain Services, you will be subject to the published guidelines or rules applicable to such Services. All the guidelines and rules are incorporated by reference into these Terms of Use.

By downloading, using, or accessing EXORDIUM GAMES's interactive games ("Game(s)"), software applications ("App(s)"), other software products, and/or any services, data, or Content that is accessed, contained, or utilized in, or offered as part of the Game, App or software (collectively, the "Services" or "Software") in any manner, you agree that you have read and agree to be bound by the terms and conditions of this Agreement. If you do not unconditionally agree to all the terms and conditions of the Agreement, you have no right to use the Software, and you must uninstall the Software from all of your devices immediately.

EXORDIUM GAMES reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the EXORDIUM GAMES's website, or by sending you a notice via email or via the Software. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Software following such notification constitutes your acceptance of the terms and

conditions of this Agreement as modified.

Important Additional Note: These Terms may be supplemented by additional Game or App-specific terms of use that are accompanied by such Game or App ("Game Terms of Use"). The Game Terms of Use will also govern your use of such Game or App and will be deemed to be incorporated into this Agreement by reference; provided, however, that in the event of a conflict between these Terms and any specific provision in the Game Terms of Use, the applicable provision in the Game Terms of Use will govern and supersede these Terms.

Updates and changes to the Terms of Use

At its sole discretion, EXORDIUM GAMES reserves the right to change, modify, add or remove parts of these Terms of Use. In the event of changes, a change notice will be published on the official web page of EXORDIUM GAMES, so you are informed of any provisions or new conditions governing your use of the Services.

Any update takes effect thirty (30) days after publication of the change notice, and the Terms of Use of new Services take effect after being published on the official web page of EXORDIUM GAMES. If you do not agree to the changes, you must stop using the Services and close your account. Any use of the Services following changes to these Terms of Use constitutes acceptance of these changes.

Access to the software; Account

When accessing or using certain features in the Software, including browsing websites or accessing a Game or App of the EXORDIUM GAMES Services you may need to create and register an Account. If you do not have an account, you can create one.

In registering an Account, you agree to provide and maintain up to date information that is true, accurate, current, up to date, and complete and you must provide truthful information requested on the account creation form such as your name, postal address, e-mail address, telephone number or any information that may enable to identify you personally, or to contact you online or by any other means.

You agree that you will not (a) create an Account using a false identity or information, and (b) create an Account or use the EXORDIUM GAMES Services if you have been previously removed or banned by us from use of the EXORDIUM GAMES Services, or any part thereof. To create an account,

In addition, for certain services, you may be required to create a "Username" or an "avatar". Usernames and avatars are linked to your account. You cannot use a Username or avatar that is already used by another user, that is vulgar or offensive, or that violates these Terms of Use in any way.

You acknowledge and agree that you may only register one individual Account at any given time for your use of the EXORDIUM GAMES Services. Without limiting the foregoing, EXORDIUM GAMES reserves the right to limit the number of Accounts that can be created from any one computer or mobile device and the number of computers or mobile devices that can access an individual Account.

Subject to the terms and conditions of this Agreement EXORDIUM GAMES grants you a non-exclusive, non-transferable, non-assignable license (without the right to sublicense) to install and use one copy of the Software on your personal computer or mobile device, solely in machine executable object code form and solely for your own personal, non-commercial use, and not for the benefit of any third party.

The Software is owned and operated by EXORDIUM GAMES.

EXORDIUM GAMES may change, suspend or discontinue the Software at any time, including the availability of any feature, database, or content. EXORDIUM GAMES may also impose limits on certain features and services or restrict your access to parts or all of the Software without notice or liability.

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, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE GAME TERMS OF USE, ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF EXORDIUM GAMES.

EXORDIUM GAMES does not recognize the transfer of Accounts.

You may not purchase, sell, transfer, gift, or trade any Account, or offer to purchase, sell, transfer, gift, or trade any Account, and any such attempt shall be null and void and may result in the forfeiture of your Account.

In addition, without limiting any other rights or remedies of EXORDIUM GAMES under these Terms and/or any Additional Terms, EXORDIUM GAMES reserves the right to terminate any or all multiple Accounts controlled by a single individual and/or Accounts that are inactive for an extended period of time.

Eligibility; Account Registration and Identity Verification

You must be at least 13 years old (or such other minimum age as is applicable in your country and/or state of residence) to create an Account to use the Software. If you are younger than 18 years old, you may only use the Software if your parent or legal guardian has read and agreed to this Agreement.

By using the Software, you represent and warrant that you (or your parent or legal guardian, as applicable) have reviewed and agreed to this Agreement. Parents and guardians are responsible for the acts of their children under 18 years of age when using our Software.

You further represent and warrant to EXORDIUM GAMES that: (i) you are an individual (i.e., not a corporation); (ii) all registration information you submit is accurate and truthful; and (iii) you will maintain the accuracy of such information.

You also certify that you are legally permitted to use and access the Software and take full responsibility for the selection and use of and access to the Software. This Agreement is void where prohibited by law,

and the right to access the Software is revoked in such jurisdictions.

During the Account registration process and/or in connection with certain services that may be offered through the Software, such as transactions involving the receipt, processing or transfer of any financial consideration, including real cash money or currency, we may ask you for information about yourself, including your name, photo or other identification (e.g., driver's license), and other personal information, to verify your identity.

We may, in our sole discretion, refuse to open an Account for you or restrict your access to certain aspects of the Services until we are able to verify your identity. You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information.

Your access to one or more Services and the limits that apply to your use of the Services may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number).

In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes.

You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries.

When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

This is an identity check only and should have no adverse effect on your credit rating. Additionally, we may require you to wait some amount of time after the completion of a transaction, before permitting you to use further

Services and/or before permitting you to engage in transactions beyond a certain volume, currency, or financial limits, all as established by EXORDIUM GAMES in its sole discretion.

Accuracy and use of your account data

All information provided must be accurate and up to date at all times. EXORDIUM GAMES reserves the right to exercise controls to verify the accuracy of the information you have provided and you agree to send EXORDIUM GAMES all necessary evidence to prove the accuracy of the information provided.

You are solely responsible for all activity on your account. You must not reveal your account password to a third party. You are solely responsible for protecting and maintaining the confidentiality of your logins and passwords, which are strictly personal, and you agree to take all appropriate measures to ensure complete confidentiality, and in particular to change your password regularly.

Any use of your password is presumed to be made on your behalf. You agree to change your password without delay if your password is intentionally or unintentionally disclosed to third parties, lost or forgotten.

You are solely responsible for the use that will be made with your password until such time as you request a change of password. EXORDIUM GAMES cannot be held liable in the event of any use that is fraudulent or improper, or caused by the voluntary or involuntary disclosure to any one of your logins and/or passwords. EXORDIUM GAMES will never ask you to reveal your password and will never initiate contacting you to ask you for the answers to the security questions you have chosen to reset your password.

Respecting your privacy is very important to us. Please carefully read EXORDIUM GAMES 's Privacy Policy regarding how EXORDIUM GAMES collects and uses your personal information. EXORDIUM GAMES 's Privacy Policy is available at <https://aigametoearn.com/pdf/privacy-policy.pdf> .

Termination of services and closing of accounts

EXORDIUM GAMES may at any time terminate access to any Service by informing you within the time specified when subscribing to the Service in question or, in the absence of any specific termination notification period, within thirty (30) days of posting the notice on the Service in question.

EXORDIUM GAMES may, without notice or compensation, suspend access to your account(s) for violation of these Terms of Use or if you use the Services, products, Content, or Intellectual property of EXORDIUM GAMES in an illegal or improper way, until the reason for such suspension has disappeared, or even close your account based on the seriousness of the violation and terminate access to all related Content and Services. You may lose your Username(s) and avatar(s) following the termination of your account.

If you have more than one (1) account, EXORDIUM GAMES may close all your accounts. In the event of any violation of these Terms of Use or any other agreement applicable to the Services you access, EXORDIUM GAMES may issue a warning, suspend your account, delete, revoke, or seize certain Content associated with the accounts in question. If EXORDIUM GAMES terminates your account, you cannot regain access to a Service without the express permission of EXORDIUM GAMES.

You must not let anyone whose accounts have been terminated by EXORDIUM GAMES use your own account.

Cancellation of an account or Service at your request

You may at any time cancel your account or a subscription to a Service. If you do not agree to these Terms of Use, your sole remedy is to stop using the Services, and cancel your account and associated

subscriptions.

Consequences of Termination of an Account or Service

Upon cancellation or termination of your account, you must immediately cease to use all Services and destroy all related documentation on all media.

You acknowledge that EXORDIUM GAMES shall not be liable to you or any third party for the consequences of such suspension or termination of the customer account.

Upon termination or suspension of your account or subscription to a Service, you will not be entitled to any refund, and you will no longer have access to your account, nor the Content associated with your account or Service in question (points, tokens or other digital items).

Termination, whether by you or by EXORDIUM GAMES, will result in the deletion all information linked to your customer account, without you being entitled to claim any form of compensation whatsoever.

If you believe the action taken on your account or device was in error, please contact EXORDIUM GAMES Customer Support at <https://aigametoearn.com/contact-us/>.

EXORDIUM GAMES reserves the right to collect fees, surcharges, and costs incurred prior to cancellation of your account or subscription to a Service. In addition, you are responsible for paying all amounts due to EXORDIUM GAMES, third parties, and content providers prior to cancellation.

Mobile Devices

You acknowledge and agree that in order to use the EXORDIUM GAMES App, you must have a compatible mobile and/or tablet device. You are solely responsible for determining whether or not your mobile and/or tablet device is or is not compatible with the EXORDIUM GAMES App and EXORDIUM GAMES makes no representations or warranties whatsoever regarding the EXORDIUM GAMES App and compatibility with any computer, mobile, and/or tablet device.

You further acknowledge and agree that you are solely responsible for any fees or charges incurred from your use of the EXORDIUM GAMES App through your mobile and/or tablet devices, including, without limitation, any mobile phone provider charges for SMS, text, or data usage or services.

Electronic Communications

By using the EXORDIUM GAMES Services, you consent to receive electronic communications from EXORDIUM GAMES, including, but not limited to, communications sent via email and/or text message or notifications posted on our Site and/or through the user interface of the EXORDIUM GAMES Apps.

These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to your use of the EXORDIUM GAMES Services. These electronic communications are part of your relationship with EXORDIUM

GAMES and you receive them as part of your purchase.

You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Access to the EXORDIUM GAMES Services

Subject to your compliance with these Terms, EXORDIUM GAMES hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license to (a) install and use the EXORDIUM GAMES Apps on mobile devices and/or tablets owned and/or controlled by you, and (b) to access and use the EXORDIUM GAMES Services, over the internet, through the Site and/or EXORDIUM GAMES Apps and view the Content, made available through the EXORDIUM GAMES Services, in each case on a non-commercial basis, and otherwise in accordance with these Terms.

Contest Rules

If you participate in any games and/or contests through the EXORDIUM GAMES Services where you play against other users for the opportunity to win certain prizes ("Contests"), you acknowledge and agree that you will be subject to and agree to comply with the Contest Rules.

Content

"Content" means all software, technologies, text, forum posts, messages, links, emails, music, sounds, graphics, images, videos, code and any other audiovisual content or other content appearing on our Services, as well as the design and appearance of our websites.

Content includes content generated by Users. Content may be provided by you or third parties, including other Users of the Services (hereinafter "User-Generated Content"). Content and Services are intended for personal use only; it is prohibited to use them for any commercial purposes.

On some Services, EXORDIUM GAMES offers the ability to create your own Content. By providing User-Generated Content, you grant EXORDIUM GAMES the exclusive, worldwide, and perpetual right to quote, republish, use, reproduce, represent, modify, create derived works from (including the inclusion of your User-Generated Content in future Services and other products offered by EXORDIUM GAMES), organize, license, print, sublicense, distribute, broadcast, circulate and communicate in any other way, and publicly display and perform all or part of the User-Generated Content, by any means, in any format and on any medium or forum, existing or future, without right to compensation or mention of your name or name of the person providing the User-Generated Content.

You grant EXORDIUM GAMES all licenses, agreements, and permissions to enable EXORDIUM GAMES to use this User-Generated Content for these purposes. You waive any moral or similar rights (and you agree not to claim them) you may possess to the User-Generated Content, within the limits provided by

law. For the purposes of this document, User-Generated Content is deemed to fall under Content.

Where the Service allows other Users to access and use your User-Generated Content, you also grant all other Users of the Service the right to use, reproduce, modify, show, display, create derived works from, communicate, and distribute by other means your User-Generated Content on or through the Service without notice, attribution or compensation.

If you use, quote, refer to, and/or reproduce images, names, and/or any other personality attributes of a third party in any Content, you certify and warrant to EXORDIUM GAMES that you have the written consent of the third party to use their personality attributes within the Content.

If you use, quote, refer to, and/or reproduce a brand, work, creation, or any other content that may be protected by intellectual property rights held by a third party in any Content, you certify and warrant to EXORDIUM GAMES that you have the written consent of the third party to use it within the Content.

EXORDIUM GAMES does not control all Content before publication and does not endorse or approve all Content that you and other Users contribute to the Services.

You are solely responsible for your use of the Services regarding User-Generated Content. In addition, you represent and warrant to EXORDIUM GAMES that all User-Generated Content you provide to the Services fully conforms to the provisions and Terms of Use set out in this document.

EXORDIUM GAMES reserves the right (but has no obligation) to remove, block, modify, move or disable any Content at any time and for any reason. The decision to remove the Content belongs exclusively to EXORDIUM GAMES. Within the limits provided by applicable law, EXORDIUM GAMES assumes no liability for User-Generated Content or any error or delay in removing content.

IF YOU BELIEVE THAT ANY CONTENT INFRINGES ON YOUR COPYRIGHT, PLEASE CONTACT EXORDIUM GAMES

AT <https://aigametoeam.com/contact-us/> .

Availability of Content and Services

Content may only be purchased or acquired from EXORDIUM GAMES or an authorized dealer. EXORDIUM GAMES reserves the right to refuse your Content acquisition request(s), and EXORDIUM GAMES reserves the right to limit or block any Content acquisition request if there is an ongoing dispute between you and EXORDIUM GAMES.

EXORDIUM GAMES does not guarantee to make Content or a Service available at all times or at a specific time, nor to maintain the availability of Content or Services for a specified time period.

Terms of Access and Security of Website

Access to the Website is free and open to any user anyone with Internet access. All costs related to access, whether for hardware, software, or Internet access, are your sole responsibility. You are solely

responsible for the proper functioning of your IT device and for your Internet access. The Website is accessible 24/7.

Due to the nature and complexity of the internet network, and in particular, its technical performances and response times for consulting, searching, or transferring data, EXORDIUM GAMES makes its best efforts to enable access and use of the Website and the Services in accordance with the rules of the art.

EXORDIUM GAMES reserves the right, without notice or compensation, to temporarily close the Website or access one or more services in order to perform operations such as updates, maintenance, modifications, or changes to the operational measures, servers, and hours of access.

EXORDIUM GAMES shall not be responsible for the proper functioning of your IT device and your internet access. EXORDIUM GAMES reserves the right to enhance or modify the Website or the Services at any time according to technological developments.

You must ensure that your transmission means are capable of following the technological developments of the Website.

Security

EXORDIUM GAMES acknowledges that all personal data are subject to compliance with the legal framework applicable to the security of personal data.

EXORDIUM GAMES undertakes to take the necessary measures to ensure the security of the processing of personal data in compliance with data protection regulations.

Intellectual property rights

As between you and EXORDIUM GAMES, EXORDIUM GAMES and its licensors retain all rights, title, and interest in and to (a) any and all content, messages, data, text, graphics, images, photos, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the EXORDIUM GAMES Services (collectively, the "Content"), (b) the EXORDIUM GAMES Services, and (c) any and all modifications, enhancements, and updates to the items listed in clause (a) and (b).

All EXORDIUM GAMES trademarks are strictly owned by EXORDIUM GAMES, and nothing in these Terms will be construed to transfer ownership rights or grant any permission, license, or other rights to any EXORDIUM GAMES trademark without written authorization from EXORDIUM GAMES.

The trademarks, service marks, logos, and/or names of individuals, companies and/or products mentioned through the EXORDIUM GAMES Services or within Content may be the trademarks of their respective owners. EXORDIUM GAMES reserves all rights and licenses not expressly granted to you in these Terms and no implied license is granted by EXORDIUM GAMES.

The EXORDIUM GAMES Services (and its underlying technology) and Content are protected by

copyright, trademark, patent, intellectual property, and other laws of Croatia and foreign countries.

EXORDIUM GAMES respects the intellectual property of third parties. To upload User-Generated Content to the Services, you must have the legal right to do so. You must not upload or publish User-Generated Content to the Services if it is protected under copyright law, commercial law, or any other intellectual property rights except if (i) you are the owner of these rights; or (ii) you have prior written consent from the owner(s) of these rights to use this Content.

EXORDIUM GAMES may, without prior notice and if necessary, remove any User-Generated Content that may infringe the intellectual property rights of a third party. If you violate the intellectual property rights or other rights of EXORDIUM GAMES or a third party, EXORDIUM GAMES may terminate your account without notice.

EXORDIUM GAMES grants you a personal, limited, and non-exclusive license to use the Content and Services available to you for personal, private, non-commercial, non-transferable, and limited use according to the terms of this agreement and all contracts and/or additional documentation applicable to the Services you can access.

The Content and all other intellectual property rights relating to the Services, as well as the products and services offered via Services belonging to EXORDIUM GAMES or to its licensors and rights holders, are protected under Croatia law and by international copyright law, trade dress rights, patents, and trademarks, by international conventions and other laws protecting intellectual property rights and related exclusive rights. You may not copy or download Content from a Service without express authorization to do so.

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Nothing in these terms of use is intended to transfer any property rights of any kind, including any intellectual property rights, in the elements owned by EXORDIUM GAMES to you. Accordingly, you agree that you must not act or conduct in any manner that may directly or indirectly infringe on the intellectual property rights of EXORDIUM GAMES.

In this respect, it is specified that the Website's Content, general structure, trademarks, designs, images (still or animated), texts, pictures, logos, graphical charters, software and programs, search engines, databases, sounds, videos, domain names, design and all other elements composing the items and Website or any other information shown thereon, without limitation, are the exclusive property of EXORDIUM GAMES or its partners or its third party licensors, and are protected by intellectual property rights that are or will be granted to them under the laws in force.

Unauthorized reproduction of all or part of the Content and/or Services is prohibited and could constitute in particular an infringement punished by the provisions of the Intellectual Property Code. They may result in the termination of your account(s) and a ban from using the Services and may lead to legal action. Similarly, you run the risk of facing criminal or civil action from other Content owners, including EXORDIUM GAMES, for violation of intellectual property rights. You agree to defend and hold EXORDIUM GAMES harmless for any unauthorized or illegal conduct by yourself or through your Account regarding the use of Services and/or Content.

All materials displayed or performed on the Software (including without limitation any Games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catchphrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using an EXORDIUM GAMES game client, and the EXORDIUM GAMES game clients and server software) are protected by copyright and other intellectual property laws and are exclusively owned by EXORDIUM GAMES and its licensors.

EXORDIUM GAMES reserves all rights in connection with the Software, including, without limitation, the exclusive right to create derivative works. You agree that you will not create any work based on the Software except as may be expressly authorized in writing by EXORDIUM GAMES, including, for example, in instances whereby the functionality of a Game permits the generation or customization of assets or other content based on the content and intellectual property contained in a Game.

Notwithstanding anything to the contrary set forth in this Agreement, all such derivative works created or generated by a user based on or derived from content and the intellectual property contained in the Game ("Game Derivative Works") shall be owned exclusively by EXORDIUM GAMES.

You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Software, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any content or

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You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Software in whole or in part.

In the course of using the Software, you and other users may provide, create, or generate information or content which may be used by EXORDIUM GAMES in connection with the Software and which may be

visible to certain other users. You understand that by posting, creating, or generating information or Content on or via the Software or otherwise providing content, materials, or information to EXORDIUM GAMES or in connection with the Software (collectively, "Content", "User Content" or "User Submissions"), to the extent that such User Content does not constitute Game Derivative Works exclusively owned by EXORDIUM GAMES, EXORDIUM GAMES hereby is and shall be granted a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and transferable right to fully exploit such User Content (including all related intellectual property rights) and to allow others to do so; however, EXORDIUM GAMES will only share personal data identified in accordance with Privat policy.

You also hereby do and shall grant each user of the Software a non-exclusive license to access your User Submissions through the Software, and to use, modify, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as permitted through the functionality of the Software and under this Agreement.

Furthermore, you understand that EXORDIUM GAMES retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. You understand that all information publicly posted or privately transmitted through the Software is the sole responsibility of the person from which such Content originated and that EXORDIUM GAMES will not be liable for any errors or omissions in any Content.

You understand that EXORDIUM GAMES cannot guarantee the identity of any other users with whom you may interact in the course of using the Software. Additionally, EXORDIUM GAMES cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Software is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

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You warrant, represent, and agree that you will not contribute any Content or otherwise use the Software in a manner that: (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, hateful, defamatory, vulgar, obscene, libelous, dangerous, or otherwise objectionable; (iv) involves commercial activities and/or sales without EXORDIUM GAMES's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of EXORDIUM GAMES; or (vi) contains avirus, trojan horse, worm, time bomb, or other harmful computer code, file, or program.

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You, not EXORDIUM GAMES, remain solely responsible for all Content that you upload, post, email,

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necessary to provide such Content to EXORDIUM GAMES and to grant EXORDIUM GAMES the rights to use such information in connection with the Software and as otherwise provided herein.

You assume total responsibility and risk for all of your activity in connection with the Software. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Software.

You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any EXORDIUM GAMES user. Use of the Software to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited.

You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Software, or any processes that run or are activated while you are not logged on to the Software, or that otherwise interfere with the proper working of or place an unreasonable load on the Software' infrastructure.

Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Software is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Software.

You agree that you will not, in connection with your use of a Game client or the Software, violate any applicable law or regulation.

You may not connect to or use the Software in any way not expressly permitted by this Agreement. Without limiting the foregoing, you agree that you will not: (a) institute, assist, or become involved in any type of attack, including without limitation denial of Software attacks, upon the Software or otherwise attempt to disrupt the Software or any other person's use of the Software; or (b) attempt to gain unauthorized access to the Software, Accounts registered to other players, or the computer systems or networks connected to the Software.

You agree that you will not (a) obtain or attempt to obtain any information from the Software or any Game using any method not expressly permitted by EXORDIUM GAMES; (b) intercept, examine or otherwise observe any proprietary communications protocol used by a Game client or the Software, whether through the use of a network analyzer, packet sniffer or another device; (c) use any third-party software to collect information from or through a Game client or the Software, including without limitation information about your character, any Account registered to you, virtual items, other players, or other Game data.

You understand that all Content posted, transmitted or communicated in connection with the Software is the sole responsibility of the person from whom such Content originated. This means that you, and not EXORDIUM GAMES, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Software.

EXORDIUM GAMES does not control or monitor the Content posted to the Software by others and, as such, does not guarantee the accuracy, integrity, or quality of such Content. Unless a feature of the Software expressly provides for a privacy election with respect to the posting or communication of Content, EXORDIUM GAMES also does not guarantee the privacy of any such Content and you should assume that all such Content is being made public to other users of the Software, including those to whom the Content is not specifically intended or directed. You understand that by using the Software, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will EXORDIUM GAMES be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available on the Software.

You acknowledge that EXORDIUM GAMES may or may not pre-screen or monitor Content, but that EXORDIUM GAMES and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, monitor, refuse or remove any Content that is available via the Software.

Without limiting the foregoing, EXORDIUM GAMES and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any Content in connection with the Software, including any reliance on the accuracy, completeness, or usefulness of such Content.

WE ALSO RESERVE THE RIGHT, AT ALL TIMES AND IN OUR SOLE DISCRETION, TO DISCLOSE ANY CONTENT FOR ANY REASON, including without limitation: (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of this Agreement or any other EXORDIUM GAMES policy; (c) to protect our legal rights and remedies; (d) to protect the health or safety of anyone we believe may be threatened; or (e) to report a crime or other illegal or offensive behavior.

You are solely responsible for maintaining the confidentiality of the password associated with your Account and for restricting access to your password and to your computer while logged into the Software. You accept responsibility for all activities that occur under your Account or from your computer or other device.

We endeavor to use reasonable security measures to protect against unauthorized access to your Account. We cannot, however, guarantee the absolute security of your Account, your Content, or the personal information you provide, and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the Software or its contents. You agree to immediately notify EXORDIUM GAMES of any unauthorized use of your Account or password, or any other breach of security, and to accept all risks of unauthorized access to any other data or information you provide to EXORDIUM GAMES.

You agree to not use the Software to: (a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, a EXORDIUM GAMES official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation

with a person or entity; (d) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (e) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (f) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; (g) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Software or servers or networks connected to the Software, or disobey any requirements, procedures, policies or regulations of networks connected to the Software; and/or (i) intentionally or unintentionally violate any applicable local, state, national or international law.

The Software may provide the ability to function as a venue to connect members in virtual environments. As a neutral facilitator, EXORDIUM GAMES is not directly involved in the interactions between users of the Software. As a result, EXORDIUM GAMES has no control over the actions of other users or the truth, accuracy, quality, legality, or safety of postings made by users of the Software.

EXORDIUM GAMES shall have no responsibility to confirm the identity of users. EXORDIUM GAMES shall also have no responsibility to confirm or verify the qualifications, background, or abilities of users of the Software. You shall at all times exercise common sense and good judgment when dealing with any user of the Software.

Ownership Restrictions

When you purchase or own an NFT through the EXORDIUM GAMES Services, you own the underlying NFT, subject to these Terms and any accompanying license restrictions for the NFT. Ownership of the NFT is mediated entirely by the smart contract and Flow Blockchain (or any other applicable blockchain): at no point may EXORDIUM GAMES seize, freeze, or otherwise modify the ownership of the NFT.

You acknowledge and agree that while you may own an NFT, the underlying embedded intellectual property rights may be subject to certain licensing requirements, and EXORDIUM GAMES can only convey such rights to you so long as EXORDIUM GAMES holds a valid license to the intellectual property. If such license terminates, EXORDIUM GAMES, and by extension, you, may not have any rights to the underlying embedded intellectual property in the NFT, and the underlying embedded intellectual property may be changed or removed at EXORDIUM GAMES’s determination.

EXORDIUM GAMES Wallet

In connection with your use of the EXORDIUM GAMES Services, EXORDIUM GAMES will provide you with a cryptocurrency wallet that supports the Flow Blockchain (the “EXORDIUM GAMES Wallet”). The EXORDIUM GAMES Wallet can be used to store certain NFTs, digital rewards, and/or cryptocurrency tokens, such as the Rally token (\$RLY) and Play token (\$PLAY). Except with respect to EXORDIUM GAMES Rewards, EXORDIUM GAMES will never take custody or control over any assets stored in your EXORDIUM GAMES Wallet.

EXORDIUM GAMES Wallet will be created automatically when you create an Account.

The EXORDIUM GAMES Wallet will be based on the cryptographic private key and public key pair generated by the Flow Blockchain software. In order for a transaction to be validated on the Flow Blockchain, any transaction through the EXORDIUM GAMES Wallet must be confirmed and recorded in the distributed ledger associated with the Flow Blockchain. The Flow Blockchain is a decentralized, peer-to-peer network supported by the users of the Flow Blockchain, which is not owned, controlled or operated by EXORDIUM GAMES.

You agree and understand that the transaction details you submit via the EXORDIUM GAMES Services and EXORDIUM GAMES Wallet may not be completed or may be delayed by the Flow Blockchain or any supporting blockchain used to process the transaction. EXORDIUM GAMES does not guarantee that the EXORDIUM GAMES Wallet can transfer title or right in any NFT or digital reward, and EXORDIUM GAMES makes no warranties of title of any kind. Once transaction details have been submitted to the Flow Blockchain, EXORDIUM GAMES cannot assist the User to cancel or otherwise modify such transaction or details.

In the event of a fork of the Flow Blockchain or any other supported blockchain, EXORDIUM GAMES may not be able to support your activity related to EXORDIUM GAMES or any other supported NFT or reward. You agree and understand that in the event of a fork of the Flow Blockchain, any transaction associated with the EXORDIUM GAMES Wallet or EXORDIUM GAMES Services may not be completed, may be partially completed, incorrectly completed, or substantially delayed. EXORDIUM GAMES is not responsible for any loss incurred by any User caused in whole or in part, directly or indirectly, by a fork of the Flow Blockchain.

EXORDIUM GAMES does not currently charge a fee for receiving, sending, or storing assets in the EXORDIUM GAMES Wallet. However, EXORDIUM GAMES reserves the right to do so in the future, and in such case, any applicable fees will be displayed prior to incurring such fee. Notwithstanding the foregoing, the Flow Blockchain may have Blockchain Transaction Fees required to transact NFT or digital reward transactions through the Flow Blockchain.

EXORDIUM GAMES may attempt to calculate any Blockchain Transactions Fees for you, though such calculation may be inaccurate or excessive. You may select a greater or lesser fee, and you are solely responsible for paying any Blockchain Transaction Fees required on the Flow Blockchain. EXORDIUM GAMES will neither advance nor fund any Blockchain Transaction Fee on your behalf nor be responsible for any excess or insufficient fee calculation.

From time to time, there may be programs in place to allow you to receive a reward, in the form of an NFT, \$RLY, \$PLAY, or otherwise, based on actions taken by you, whether it be by referral or other program in place at the time (“EXORDIUM GAMES Rewards”).

You understand that EXORDIUM GAMES makes no representations or warrants regarding the EXORDIUM GAMES Rewards. Notwithstanding or limiting the foregoing, EXORDIUM GAMES further makes no representations or warrants surrounding the operation of any EXORDIUM GAMES Services or that said EXORDIUM GAMES Services/J EXORDIUM GAMES Rewards will be error-free or uninterrupted. You

accept the sole responsibility for taking any and all actions to obtain any EXORDIUM GAMES Rewards and hold EXORDIUM GAMES harmless for any opportunity cost or losses that occur as a result of the non-receipt of anticipated EXORDIUM GAMES Rewards, monetary or otherwise.

EXORDIUM GAMES reserves the right to rescind or revoke any EXORDIUM GAMES Rewards from your EXORDIUM GAMES Wallet in the event of extended inactivity, fraudulent or unauthorized activity, or any other violation of EXORDIUM GAMES's policies (including, without limitation, these Terms), each as determined in EXORDIUM GAMES's sole discretion.

Blockchain Network Risk

As part of using the EXORDIUM GAMES Wallet, you accept and understand the risks of blockchain protocol and network, including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. These risks may result in delay or failure to process transactions and potentially high Blockchain Transaction Fees or Third-Party Fees.

EXORDIUM GAMES is not responsible for any diminished EXORDIUM GAMES Services, related features, or capabilities resulting from blockchain network risk. In the event of a material increase or decrease to Blockchain Transaction Fees, Third Party Fees, or operational degradation, congestion, failure, or other disruption of the blockchain network used by the EXORDIUM GAMES Services, EXORDIUM GAMES may, at its sole discretion and upon notice to you, make any adjustments to the EXORDIUM GAMES Services.

Blockchain Modification Risk

As part of using the EXORDIUM GAMES Wallet, you understand and accept the risks associated with blockchain development and code changes. Blockchain technologies are still under development and may undergo significant changes over time.

Blockchain contributors may make changes to the features and specifications of the algorithm selected by the User, and may fork the Flow Blockchain protocol. Such changes may include or result in the elimination or support of specific algorithms and applications.

Not an investment

You acknowledge and agree that the EXORDIUM GAMES Services ARE NOT being sold as an investment by or of EXORDIUM GAMES. YOU UNDERSTAND THAT ANY REPRESENTATIONS MADE BY YOU AT ANY TIME THAT ANY OF THE EXORDIUM GAMES SERVICES ARE AN INVESTMENT IN EXORDIUM GAMES (OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IN GENERAL) TO OTHERS IN A DIRECT ATTEMPT TO MARKET EXORDIUM GAMES SERVICES IN

COORDINATION WITH SUPPLYING YOUR REFERRAL LINK IS A DIRECT BREACH OF THESE TERMS. A determination

of same will be made at the sole discretion of EXORDIUM GAMES.

Third Party Software

The EXORDIUM GAMES Apps may contain third party software, including, without limitation, open-source software components ("Third Party Software"). Third Party Software is not licensed under these Terms but is instead licensed under the terms of the applicable license agreement for such Third-Party Software. Your use of Third-Party Software is subject to the terms of each applicable license which are available to you on request from EXORDIUM GAMES. Notwithstanding any provision herein to the contrary, you are solely responsible for your compliance with such licenses. As used in these Terms, the defined term EXORDIUM GAMES Apps does not include Third Party Software.

General Practices Regarding Use and Storage

You acknowledge that EXORDIUM GAMES may establish general practices and limits concerning the use of the EXORDIUM GAMES Services, including without limitation the maximum period of time that data or other content will be retained by EXORDIUM GAMES and/or available through the EXORDIUM GAMES Services and the maximum storage space that will be allotted on EXORDIUM GAMES 's servers on your behalf.

You agree that EXORDIUM GAMES has no responsibility or liability for the deletion or failure to store any data or other content uploaded, transmitted, maintained, stored, and/or processed through or in connection with the use of the EXORDIUM GAMES Services. You further acknowledge that EXORDIUM GAMES reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Virtual Goods, Game Currency, and Subscriptions

EXORDIUM GAMES may offer certain upgrades and options within the EXORDIUM GAMES Services that you can buy with real-world currency, including, but not limited to, in-game currency ("Game Currency"), character skins, mounts and vehicles, digital cards, experience boosts, gear and other customizations for your in-game characters, and other such digital add-on items that may improve your EXORDIUM GAMES Apps experience in some way ("Virtual Goods").

Except as otherwise communicated to you within the functionality of the EXORDIUM GAMES Services, Game Currency, and Virtual Goods are not transferable from one game to another. You may also be able to obtain certain Virtual Goods and Game Currency without purchase, such as an in-game award. When you purchase Game Currency or Virtual Goods, or an EXORDIUM GAMES App itself (each, a "Transaction"), your purchase will be made through the functionality available through the App Stores or other platforms EXORDIUM GAMES makes available to you.

Prior to making a Transaction, you should make sure you fully understand the agreement that covers your Transaction, whether that agreement is an agreement from the applicable App Store or another payment platform agreement (like a third-party payment processor's terms).

There may be limits to the quantity and number of times you can purchase Virtual Goods, Game Currency, or other aspects of your Transaction. For example, there may be a maximum amount of Game Currency you are able to hold (in-game) or purchase at a given time, or a maximum number of Transactions you may make per day; these additional restrictions may be communicated to you via the functionality of the EXORDIUM GAMES Services.

EXORDIUM GAMES may, from time to time, modify, amend, or supplement its fees, billing methods and terms applicable to Game Currency, Virtual Goods or to any purchases, and post those changes in these Terms, in separate terms and conditions or in other terms or agreements posted on the applicable website or as part of the EXORDIUM GAMES App or otherwise provided to you by EXORDIUM GAMES.

Such modifications, amendments, supplements or terms shall be effective immediately upon posting and shall be incorporated by reference into these Terms. If any change is unacceptable to you, you may terminate the use of your Account at any time.

In the Software users may purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use: (i) “Virtual Currency”, all for use in Games or Apps; and (b) “virtual in-game items or assets” (together with Virtual Currency, “Virtual Items”).

Unless otherwise expressly authorized by the Game or App, you are only allowed to purchase Virtual Items from us or our authorized partners through the Software.

Unless otherwise expressly authorized by the applicable Game or App, (i) Virtual Items may be used exclusively within the Software to purchase, gain access to, and utilize certain limited rights within Games or Apps, (ii) solely represent a limited license right governed under these Terms, and are not redeemable for any sum of money, monetary value or other real-world value at any time, and (iii) other than a limited, personal, revocable, non-transferable, non-sublicensable license to use Virtual Items on and in the Software, including in or for any Games or Apps, you agree that you have no right, title or ownership in or to any such Virtual Items.

UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY THE APPLICABLE GAME OR APP, YOU ACKNOWLEDGE AND AGREE THAT VIRTUAL ITEMS HAVE NO CASH OR MONETARY VALUE AND THAT NEITHER EXORDIUM GAMES NOR ANY OTHER PERSON OR ENTITY HAS ANY OBLIGATION TO EXCHANGE YOUR VIRTUAL ITEMS FOR ANYTHING OF VALUE, INCLUDING WITHOUT LIMITATION, REAL CURRENCY, AND THAT, IF YOUR ACCOUNT IS TERMINATED, SUSPENDED OR OTHERWISE MODIFIED OR IF YOUR RIGHT TO ACCESS THE SOFTWARE IS TERMINATED, THE VIRTUAL ITEMS AND YOUR ACCOUNT SHALL HAVE NO VALUE.

EXORDIUM GAMES reserves the right to charge fees for the right to access or use Virtual Items, and/or may distribute Virtual Items without charge, in its sole discretion. For example, EXORDIUM GAMES may, as a promotion or benefit of membership, provide users with a certain amount of Virtual Items based upon the completion of an activity. You acknowledge and agree that EXORDIUM GAMES may revise or take action that impacts the perceived value of or pricing for any Virtual Items at any time except as may be stated in writing.

EXORDIUM GAMES has the absolute right to manage, regulate, control, modify and/or eliminate such

Virtual Items as it sees fit in its sole discretion, and EXORDIUM GAMES shall have no liability to you or anyone else for the exercise of such rights. For example, Virtual Items may be lost, deleted from your Account, or forfeited when/if your Account is terminated, suspended or closed for any reason or when EXORDIUM GAMES discontinues any part of the Software (or any Software provided therein).

The sale or transfer of Virtual Items is prohibited except where expressly authorized in the applicable Game or App. Other than as expressly authorized in the applicable Game or App, you shall not sell, redeem or otherwise transfer Virtual Items to any person or entity, including but not limited to EXORDIUM GAMES, another user, or any third party.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL CURRENCY AND VIRTUAL ITEMS MADE THROUGH THE SOFTWARE ARE FINAL AND NON-REFUNDABLE, EXCEPT AS REQUIRED BY APPLICABLE LAW.

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. EXORDIUM GAMES may revise the pricing for the goods and services offered through the Software at any time. YOU ACKNOWLEDGE THAT EXORDIUM GAMES IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON AND

THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

Your License to Virtual Goods and Game Currency

Virtual Goods and Game Currency are digital items and your use of them is governed by these Terms and the agreement(s) from the applicable App Store. VIRTUAL GOODS AND GAME CURRENCY HAVE NO MONETARY VALUE AND CANNOT BE REDEEMED FOR CASH. VIRTUAL GOODS AND GAME CURRENCY ARE NON- TRANSFERABLE AND NON-TRADEABLE, IN WHOLE OR PART, AND ARE NOT PROVIDED FOR INVESTMENT PURPOSES.

Provided you comply with the terms of these Terms and the agreement(s) from the applicable App Store, EXORDIUM GAMES grants you the following license: a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to use any Virtual Goods or Game Currency you gain access to, whether purchased or otherwise obtained, solely in connection with your use of the game in question and within the game (unless we otherwise communicate to you that you may use them in multiple games) and for no other purpose. Unless expressly permitted by EXORDIUM GAMES in a specific game, you may not trade any such Virtual Good or Game Currency with others.

EXORDIUM GAMES may cancel, revoke, or otherwise prevent the use of Virtual Goods or Game Currency if EXORDIUM GAMES suspects any unauthorized or fraudulent activity, and/or to correct any erroneous application of any Virtual Goods or Game Currency to your Account.

Changes to Game Currency and Virtual Goods

Except as otherwise prohibited by applicable law, EXORDIUM GAMES, in its sole discretion, may modify, substitute, replace, suspend, cancel, or eliminate any Game Currency or Virtual Goods, including your ability to access or use Game Currency or Virtual Goods, without notice or liability to you.

YOU AGREE THAT YOU WON'T ASSERT OR BRING ANY CLAIM AGAINST EXORDIUM GAMES, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS (THE "EXORDIUM GAMES PARTIES") RELATING TO

(A) A CLAIM THAT YOU HAVE A PROPRIETARY INTEREST IN ANY GAME CURRENCY OR VIRTUAL GOODS OR (B) A CLAIM FOR AN ALLEGED MONETARY VALUE OF GAME CURRENCY OR VIRTUAL GOODS LOST UPON (I) DELETION OR SUSPENSION OF YOUR ACCOUNT, (II) ADJUSTMENTS TO THE GAME THAT RESULT IN THE VALUE OF VIRTUAL GOODS OR GAME CURRENCY CHANGING, OR (III) MODIFICATION, TERMINATION OR EXPIRATION OF THESE TERMS.

Leaderboard

Leaderboard rewards will be activated when 5.000 NFT's from first collection is minted. Once Leaderboard is active, users with staked NFT's can participate and compete for rewards.

Subscriptions

Although certain features of a game or the EXORDIUM GAMES Services may be available at no charge, other features and/or content may only be available via a subscription plan ("Subscription").

Subscriptions, if offered, give full access to all the Subscription features as long as the Subscription is active. If you purchase a Subscription, you must ensure all the information that you submit is true and accurate (including, without limitation, your credit/debit card number and expiration date, and other payment details) and that you have appropriate parental or guardian consent if you are under 18 years of age.

You agree to pay all Subscription fees specified when you apply including all applicable taxes. If you choose a recurring Subscription for a game, you acknowledge that payments will be processed automatically (e.g., charged to your credit card) until you cancel the Subscription or your Account.

Free Trial

From time to time, EXORDIUM GAMES may offer a free trial for a Subscription. You may need to opt-into a Subscription in order to access it during the trial period. If so, and subject to applicable law, you will have the right to opt-out at any time during the trial period until at least 24 hours prior to the end of the trial period and you will be automatically charged after the trial period unless you opt-out at least 24 hours prior to the end of your trial period. Additional terms and conditions may apply with respect to free trials which will be communicated to you by EXORDIUM GAMES.

Subscription Cancellation

At any time, subject to applicable law, you can cancel the auto-renewal of your Subscription by going to the settings of your Account or account of the applicable App Store after your purchase. If you cancel the auto-renewal of your Subscription, it shall remain active until the then-current Subscription period has lapsed.

Subject to applicable law, please note that you will not get a refund for any remaining period of a Subscription and when your Subscription has lapsed, you may lose access to the application and its content.

Refunds

Subject to applicable law, (i) all EXORDIUM GAMES Services, Virtual Goods, and Game Currency remain the property of EXORDIUM GAMES, have no monetary value, and are not redeemable, refundable, or eligible for any other alternate remedy for any "real world" money or anything of monetary value, unless they are defective, unavailable, or do not perform in accordance with the specifications provided by EXORDIUM GAMES; and (ii) EXORDIUM GAMES may revoke your license to such EXORDIUM GAMES Services, Virtual Goods and/or Game Currency at any time consistent with these Terms without notice or liability to you.

Waiver

Some countries, states, provinces, or other jurisdictions provide a statutory right to withdraw from an agreement to purchase digital content within a defined cancellation or 'cooling-off' period. By using any EXORDIUM GAMES Services, Virtual Goods, and/or Game Currency during this period, you hereby waive any statutory right you may have to withdraw from your agreement to purchase the applicable EXORDIUM GAMES Services, Virtual and/or Game Currency and you agree that you will therefore not be eligible to receive a refund (or any alternative remedy) in relation to such EXORDIUM GAMES Services, Virtual Good and/or Game Currency.

Where applicable law does not permit you to waive your right to so withdraw, you hereby agree that such withdrawal right expires immediately upon your use of EXORDIUM GAMES Services, Virtual Good, and/or Game Currency, as permitted by applicable law.

Inviting Friends

We may offer you the opportunity to invite your friends and/or contacts to use the EXORDIUM GAMES Services through text messages and/or other communications applications integrated with the EXORDIUM GAMES Services (each, an "Invitation"). EXORDIUM GAMES may suggest the content of the message for the Invitation, which can be edited by you; however, in each case, you, and not EXORDIUM GAMES, are solely responsible for the content of the Invitation.

Normal text message rates and any other SMS, text, or data usage or services charged by your carrier will apply. If you choose to send an Invitation, you represent and warrant to EXORDIUM GAMES that the recipients of such Invitations have consented to receive such messages from you, and that those recipients do not consider such messages unwanted or unsolicited.

Fees for Use of the EXORDIUM GAMES Services and Payment terms.

Except as otherwise set forth in these Terms and the Contest Rules, EXORDIUM GAMES does not currently charge any fees for the access and use of the EXORDIUM GAMES Services; however, EXORDIUM GAMES reserves the right, upon prior notice to you, to charge a fee for the EXORDIUM GAMES Services.

Concerning Blockchain Transaction Fees, the delivery and receipt of your NFT, digital rewards, or cryptocurrency through the EXORDIUM GAMES Wallet may be subject to network or transaction fees charged by the Flow Blockchain or other supported blockchain ("Blockchain Transaction Fees"), which are non-refundable. Blockchain Transaction Fees are paid to emit, record, verify, and process a transaction on the blockchain. Any withdrawal or transfer of assets from your EXORDIUM GAMES Wallet is subject to Blockchain Transaction Fees.

Concerning Other Third-Party Fees, certain digital apps, app addresses, tools, and third-party software and devices ("Third-Party Fees") may also charge you a fee, including a per transaction or transfer fee, which are non-refundable. You are responsible for satisfying any such fee(s). You should note that any such fees may significantly reduce your rewards and therefore you are responsible for managing the selection, use, rate, and frequency of your receipt of rewards to any such Third-Party Fees.

The EXORDIUM GAMES Services may enable you to make purchases through the Site and/or EXORDIUM GAMES Apps, such as purchasing additional features and/or functionality for games, paying an entrance or other fee in connection with your participation in a Contest, or purchasing a Virtual Good in the Marketplace (each such purchase, a "Transaction").

In order to make Transactions through the EXORDIUM GAMES Services, you will be required to connect your account with a third party payment platform (e.g., Stripe) approved by EXORDIUM GAMES (as specified in our FAQs) and add funds to your in-app wallet linked to your Account (the "In-App Wallet"). You represent and warrant that you have the legal right to use any payment method(s), credit card(s), and/or payment platforms you connect to your In-App Wallet or otherwise utilized in connection with any Transaction. By submitting such information, you grant EXORDIUM GAMES the right to provide such information to our third party service providers for purposes of facilitating the completion of Transactions and/or adding funds to your In-App Wallet initiated by you or on your behalf. Verification of your information may be required prior to the acknowledgment or completion of any Transaction and/or adding funds to your In-App Wallet.

Concerning adding Funds to In-App Wallets, all funds added to the In-App Wallet are denominated in the currency of the EU (unless otherwise provided by your applicable payment provider). Note that your payment provider and/or bank or card provider may charge you a separate fee if you are using a credit or debit card or other accepted payment method to add funds to your In-App Wallet outside of the EU.

EXORDIUM GAMES does not receive any portion of, and does not have any control over, any such fee. Once you have added funds to your In-App Wallet, you may transfer the funds back to your linked payment provider subject to EXORDIUM GAMES's current minimum transfer amounts. For more information regarding adding and transferring funds to and from your In-App Wallet please see our FAQs.

You agree to, and shall, pay EXORDIUM GAMES the fees for your Transactions, in accordance with the payment terms specified therein. All fees and Transactions that occur through the EXORDIUM GAMES

Services are denominated in EU €. Currency conversions are based on currency exchange rates applicable on the date of the Transaction. In addition, you remain responsible for any taxes that may be applicable to your Transactions. It is your

responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) related to your Transactions.

The fees are exclusive of all applicable sales, use, value-added and other taxes, or other similar charges, and you will be responsible for payment of all such taxes (other than taxes based on EXORDIUM GAMES's income), and any related penalties and interest, arising from the payment of the fees, the delivery of the EXORDIUM GAMES Services, EXORDIUM GAMES Apps, Site, or performance of any services by EXORDIUM GAMES. POTENTIAL USERS OF NFTS OR DIGITAL REWARDS, INCLUDING BUT NOT LIMITED TO BITCOIN, ARE FOREWARNED OF POSSIBLE FINANCIAL LOSS AT THE TIME SUCH REWARDS ARE EXCHANGED FOR FIAT CURRENCY DUE TO AN UNFAVORABLE EXCHANGE RATE. MOREOVER, A FAVORABLE EXCHANGE RATE AT THE TIME OF EXCHANGE MAY RESULT IN A TAX LIABILITY. USERS SHOULD CONSULT A TAX ADVISOR REGARDING ANY TAX CONSEQUENCES ASSOCIATED WITH THE PURCHASE, SALE, TRADE, RECEIPT, OR OTHER USE OF DIGITAL REWARDS. THE FEES PAID BY YOU IN CONNECTION WITH TRANSACTIONS ENTERED INTO BY YOU ARE NON-RETURNABLE AND NON-REFUNDABLE.

Marketplace

The EXORDIUM GAMES Services may include a marketplace for you to buy and sell Virtual Goods purchased or earned through the EXORDIUM GAMES Services (the "Marketplace"). If you wish to sell a Virtual Good, you must create a listing with an accurate and complete description of the Virtual Good offered for sale (including the price you are selling the Virtual Good for) (a "Listing").

If you wish to buy a Virtual Good in the Marketplace, you must follow the instructions provided on the Platform to purchase the Virtual Good set out in the Listing and pay the purchase price indicated by the seller.

You understand that the Platform provides an introductory platform only, and that Platform responsibilities are limited to facilitating the user functionality and availability of the Platform. We are not a reseller of Virtual Goods in the Marketplace.

EXORDIUM GAMES is not a party to any agreement entered into between a buyer and a seller. EXORDIUM GAMES have no control over the conduct of buyers, sellers and any other users of the Marketplace. EXORDIUM GAMES accept no liability for any aspect of the buyer and seller interaction, including but not limited to the description of Virtual Goods offered for sale and the delivery of the Virtual Goods.

There are a number of payment methods on the Platform. You may use any of these payment methods to complete a transaction on the Marketplace. You understand that each time you use a smart contract to conduct a transaction on the Marketplace, you will pay us a commission on the total value of that transaction, in addition to any Blockchain Transaction Fees. The such commission will be transferred directly to us through the Flow Blockchain as a part of the transaction.

Where you are selling a Virtual Good and a buyer has paid for the Virtual Good via credit card, you appoint us as your limited payment collection agent solely for the purpose of accepting the payment for the seller. You agree that payment by a buyer to us (as your limited payment collection agent) is to be considered the same as payment made directly by them to you and you will provide the purchased Virtual Good to the buyer as agreed as if you had received payment directly from the buyer. We guarantee payment to you only for such amounts that we have successfully received through Platform from the buyer in accordance with these Terms. In accepting your appointment as your limited payment collection agent, we assume no liability for your acts or omissions.

Third-Party Services & Websites

The EXORDIUM GAMES Services may enable you to connect your Account with certain third party products and/or services (for example, if you connect and/or log in to the EXORDIUM GAMES Services using your social media account or if you connect your Account with a third party payment provider), or we may integrate or enable access

to, or otherwise distribute and/or make available games, content, services, and/or applications through or in connection with EXORDIUM GAMES Services that are controlled and operated by third parties and not EXORDIUM GAMES (all of the foregoing, collectively, "Third Party Services").

In addition, the EXORDIUM GAMES Services may contain links to other third-party websites which are not controlled or owned by EXORDIUM GAMES ("Third Party Sites").

Use of Third-Party Services & Third Party Sites

The Third-Party Services and Third-Party Sites are not part of the EXORDIUM GAMES Services and are operated and controlled by the applicable third-party providers of the Third-Party Services and/or Third-Party Sites. If you decide to access and use such Third-Party Services and/or Third-Party Sites, be advised that your use is governed solely by the terms and conditions of such Third-Party Services and/or Third-Party Sites. In addition, those third-party providers may collect, access, and use your content, personal information and/or data submitted in connection with the use of the Third-Party Services and/or Third-Party Sites in a manner differently than we do and we do not control their use of such information.

DISCLAIMER – THIRD PARTY SERVICES & THIRD-PARTY SITES. EXORDIUM GAMES DOES NOT ENDORSE, IS NOT RESPONSIBLE FOR, AND MAKES NO REPRESENTATIONS AS TO ANY THIRD PARTY SERVICES AND/OR THIRD PARTY SITES, THEIR CONTENT, OR THE MANNER IN WHICH THE APPLICABLE THIRD PARTY PROVIDERS HANDLE ANY CONTENT, DATA AND/OR INFORMATION THAT MAY BE COLLECTED IN CONNECTION WITH THE USE OF ANY THIRD PARTY SERVICES AND/OR THIRD PARTY SITES. EXORDIUM GAMES IS NOT AND WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF SUCH THIRD PARTY SERVICES AND/OR THIRD PARTY SITES. EXORDIUM GAMES IS NOT LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR ACCESS OR USE OF ANY SUCH THIRD PARTY SERVICES AND/OR THIRD PARTY SITES, OR YOUR RELIANCE ON THE PRIVACY PRACTICES OR OTHER POLICIES OF SUCH THIRD PARTY SERVICES AND/OR THIRD PARTY SITES. YOU ARE RESPONSIBLE FOR REVIEWING

THE PRIVACY NOTICES FOR SUCH THIRD-PARTY SERVICES AND/OR THIRD-PARTY SITES.

INDEMNIFICATION – OR WHAT HAPPENS IF WE GET SUED. We hope this never happens, but if EXORDIUM GAMES gets sued because of something that you did, you agree to defend and indemnify us. This means that you agree to defend EXORDIUM GAMES, its employees, contractors, and/or agents, and hold us harmless from and against any and all claims, actions, demands, liabilities, losses, damages, expenses, and costs (including reasonable attorney fees) arising from (a) your breach of these Terms, including, without limitation any Additional Terms, (b) your breach of any license or other agreement applicable to any Third Party Services, (c) your use or misuse of the EXORDIUM GAMES Services (or any part thereof), (d) your breach of any law or the intellectual property and/or privacy rights of a third party, or (e) any disputes between you and any other User. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, in which case, you agree to cooperate with us in the defense of the claim.

Some jurisdictions limit consumer indemnities, so some portions or all of this indemnity provision may not apply to you.

Release & Waiver

BY ACCESSING AND/OR USING THE EXORDIUM GAMES SERVICES, INCLUDING, WITHOUT LIMITATION, PARTICIPATING IN ANY EVENTS, YOU, ON BEHALF OF YOURSELF AND YOUR CHILDREN/WARDS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS (COLLECTIVELY, THE "RELEASING PARTIES"), HEREBY AGREE NOT TO SUE AND IRREVOCABLY AND UNCONDITIONALLY RELEASE, DISCHARGE, WAIVE, INDEMNIFY AND HOLD HARMLESS THE EXORDIUM GAMES PARTIES FROM ANY AND ALL MANNER OF LIABILITIES, LOSSES, CLAIMS,

DAMAGES, DEMANDS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER IN LAW OR IN EQUITY, INCLUDING NEGLIGENCE, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, OR INFRINGEMENT OF COPYRIGHT, WHETHER NOW KNOWN OR UNKNOWN, WHICH AND RELEASING PARTY HAD, NOW HAVE, OR HEREAFTER MAY HAVE AGAINST THE EXORDIUM GAMES PARTIES ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO: (A) ANY DISPUTES, INTERACTIONS, COMMUNICATIONS AND/OR DEALINGS WITH ANY OTHER USERS; (B) YOUR PARTICIPATION IN ANY VIDEO GROUPS, LIVESTREAMS, AND/OR CONTESTS; AND/OR (C) ANY UTILIZATION OF THE MATERIALS (INCLUDING, WITHOUT LIMITATION, ANY BLURRING, DISTORTION, ALTERATION, OPTICAL ILLUSION, OR USE IN COMPOSITE FORM, WHETHER INTENTIONAL OR OTHERWISE, THAT MAY OCCUR IN THE USE AND/OR ANY PUBLICATION OF THE MATERIALS), OR BASED UPON ANY FAILURE OR OMISSION TO MAKE USE OF THE MATERIALS.

No Investment

EXORDIUM GAMES Services are not an investment product, and no action, notice, communication by any means, or omission by EXORDIUM GAMES shall be understood or interpreted as such. EXORDIUM

GAMES has no influence whatsoever on the Flow Blockchain, the transactions and consensus protocols, or the NFTs, cryptocurrencies, or digital rewards, including the EXORDIUM GAMES Reward.

Digital Rewards

Digital rewards are not considered legal tender, are not issued or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, digital rewards are not insured against theft or loss by any insurance corporation or any investor protection, including the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

Market Risk

The value of NFTs, cryptocurrency, and digital rewards are derived from supply and demand in the global marketplace, which can rise or fall independently of any government currency. Holding NFTs, cryptocurrency, and digital rewards carries exchange rates and other types of risk. The value of NFTs, cryptocurrency, and digital rewards may be derived from the continued willingness of market participants to exchange traditional government currency for digital rewards, which may result in the potential for a permanent and total loss of value of a particular digital reward should the market disappear.

The volatility and unpredictability of the price and value of NFTs, cryptocurrency, and digital rewards, relative to government currency, may result in significant loss over a short period of time. EXORDIUM GAMES cannot guarantee or warrant the value of any NFT, cryptocurrency, digital reward, or blockchain, including the Flow Blockchain and EXORDIUM GAMES Reward, and explicitly warns you that there is no reason to believe that any NFT, cryptocurrency, or blockchain reward will increase in value and that they may hold no value, decrease in value, or entirely lose value.

Regulatory Risk

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs, cryptocurrency, and blockchain rewards. The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies.

It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, and/or rules that will affect cryptographic tokens, digital assets, blockchain technology, and its applications.

Such changes could negatively impact the EXORDIUM GAMES Services in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration.

EXORDIUM GAMES may cease any distribution of any of the above, the development of the EXORDIUM GAMES Services, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

The industry in which EXORDIUM GAMES operates is new and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi- governmental, regulatory or other similar types of (including banking) authorities will not examine the operations of EXORDIUM GAMES and/or pursue enforcement actions against EXORDIUM GAMES.

Such governmental activities may or may not be the result of targeting EXORDIUM GAMES in particular.

All of this may subject EXORDIUM GAMES to judgments, settlements, fines, or penalties, or cause EXORDIUM GAMES to restructure its operations and activities or to cease offering certain products or services, all of which could harm EXORDIUM GAMES reputation or lead to higher operational costs, which may, in turn, have a material adverse effect on the EXORDIUM GAMES Services.

Technology Risk

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

THE EXORDIUM GAMES SERVICES, THE CONTENT, AND/OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY EXORDIUM GAMES, ARE PROVIDED "AS IS" AND "AS AVAILABLE". EXORDIUM GAMES AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, OR NON-INFRINGEMENT. EXORDIUM GAMES, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA, NFT, DIGITAL REWARDS, OR CRYPTOCURRENCY DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF EXORDIUM GAMES SERVICES. YOU ARE SOLELY RESPONSIBLE FOR SECURING YOUR CUSTOMER DATA AND DIGITAL REWARDS. NEITHER EXORDIUM GAMES, ITS AFFILIATES, NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF EXORDIUM GAMES SERVICES, FLOW BLOCKCHAIN, OR ANY OTHER SUPPORTED BLOCKCHAIN WILL BE ERROR-FREE OR UNINTERRUPTED. EXORDIUM GAMES, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

EXORDIUM GAMES AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT OR MAKE ANY GUARANTEE THAT DEFECTS WILL BE CORRECTED OR THAT THE EXORDIUM GAMES SERVICES (OR ANY PART THEREOF), THE CONTENT, OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY EXORDIUM GAMES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE, OR ANY THIRD PARTY PRODUCTS OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SERVICE AND/OR THIRD PARTY SITES); (C) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE

BASIS; OR (D) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EXORDIUM GAMES, ANY THIRD PARTY, OR THROUGH THE EXORDIUM GAMES SERVICES, SHALL CREATE ANY WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EXORDIUM GAMES BE LIABLE OR OBLIGATED, WITH RESPECT TO THESE TERMS, THE EXORDIUM GAMES SERVICES (OR ANY PART THEREOF), THE CONTENT, AND ANY OTHER MATERIALS AND/OR SERVICES PROVIDED BY EXORDIUM GAMES, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF EXORDIUM GAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR OBLIGATION: (A) IN THE AGGREGATE, FOR ANY AMOUNTS IN EXCESS OF THE GREATER OF THE FEES PAID TO BY YOU TO EXORDIUM GAMES FOR TRANSACTIONS ENTERED INTO HEREUNDER IN THE SIX (6) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR LIABILITY, (B) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (C) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES; (D) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (E) FOR ANY MATTER BEYOND EXORDIUM GAMES'S REASONABLE CONTROL. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THESE TERMS OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EXORDIUM GAMES DISCLAIMS ALL LIABILITY OF ANY KIND OF EXORDIUM GAMES'S AFFILIATES, LICENSORS, AND SUPPLIERS.

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Information describing the EXORDIUM GAMES Services is accessible worldwide, but this does not mean the EXORDIUM GAMES Services, or certain portions thereof, are available in your country. EXORDIUM GAMES may restrict access to the EXORDIUM GAMES Services, or portions thereof, in certain countries in its sole discretion. It is your responsibility to make sure your use of the EXORDIUM GAMES Services is legal in your country of residence. The EXORDIUM GAMES Services may not be available or accessible in all languages.

Third Party Rights

You acknowledge and agree that certain distributors (such as app store providers) are intended beneficiaries of these Terms and have the right to enforce these Terms directly against you. Other than as set out, these Terms are not intended to grant rights to anyone except you and EXORDIUM GAMES, and in no event shall these Terms create any third-party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of these Terms are not subject to the consent of any other person.

iOS App

The following additional terms and conditions apply with respect to any EXORDIUM GAMES Apps provided or made available to you by EXORDIUM GAMES hereunder designed for use on an Apple iOS-powered mobile device (an "iOS App"): You acknowledge that these Terms are between you and EXORDIUM GAMES only, and not with Apple, Inc. ("Apple").

Your use of the iOS App must comply with Apple's then-current App Store Terms of Service. EXORDIUM GAMES, and not Apple, is solely responsible for the iOS App and related content available thereon.

You acknowledge that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.

You agree that EXORDIUM GAMES, and not Apple, is responsible for addressing any claims by you relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (a) product liability claims; (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to EXORDIUM GAMES as the provider of the iOS App.

You agree that EXORDIUM GAMES, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim related to the iOS App or your possession and use of the iOS App. You agree to comply with all applicable third-party terms of agreement when using the iOS App (e.g., you must not be in violation of its wireless data service terms of agreement when using the iOS App).

The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as it relates to the license granted herein to you to use the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to the license granted herein to you to use the iOS App as a third-party beneficiary thereof.

Governing Law

These Terms shall be governed in all respects by and construed in accordance with the laws of the Republic of Croatia, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from these Terms, including, without limitation, application to the Platform and EXORDIUM GAMES Apps.

Termination

This Agreement shall remain in full force and effect while you use the Software. You may terminate your use of the Software at any time by uninstalling it from your device. If you have an automatically renewing subscription, please follow the instructions in the "Cancellation of Subscription" section above to cancel your subscription.

EXORDIUM GAMES may terminate or suspend your access to the Software, for any reason or for no reason, and without warning, which may result in the forfeiture and destruction of all information associated with your use of the Software. Any fees paid hereunder are non-refundable unless

provided by applicable law in your jurisdiction.

Upon termination of your Account, your right to use the Software, and access will immediately cease.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of EXORDIUM GAMES.

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Any notices or other communications provided by EXORDIUM GAMES under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the Services.

For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable or sublicensable by you except with EXORDIUM GAMES's prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null. EXORDIUM GAMES may transfer, assign or delegate this Agreement and its rights and obligations without consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Both parties agree that this Agreement, including the incorporated EXORDIUM GAMES Privacy Policy and any Game Terms of Use, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.

Interactions & Disputes with Users

EXORDIUM GAMES does not conduct any verification of its Users, and does not, and cannot, represent, warrant or guarantee any such person or entity's identity or whether such person or entity is trustworthy. You are solely responsible for making your own decisions about the suitability of others with whom you contact and/or interact with through the EXORDIUM GAMES Services. In addition, you acknowledge and agree that your interactions and dealings with other users of the EXORDIUM GAMES Services, including without limitation interactions and communications with other Users, are solely between you and such other Users.

YOU ACKNOWLEDGE AND AGREE THAT ANY PROBLEMS OR DISPUTES BETWEEN YOU AND ANOTHER USER, INCLUDING, WITHOUT LIMITATION, ANY INTERACTIONS, DEALINGS, AND/OR COMMUNICATIONS BETWEEN YOU AND ANY OTHER USER, MUST BE RESOLVED SOLELY BETWEEN YOU AND THE APPLICABLE

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Except as otherwise set forth in these Terms, you agree that any dispute between you and EXORDIUM GAMES arising out of or relating to these Terms, the EXORDIUM GAMES Services, Content, and/or any services provided by EXORDIUM GAMES hereunder (or any part thereof) (collectively, "Disputes") shall be governed by the provisions set forth in this Section.

Disputes will be governed also by Croatia law, without regard to its conflict of law provisions. You agree that the Republic of Croatia and her courts located in Zagreb shall have exclusive jurisdiction over all Disputes.

Force Majeure

Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Company, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Company's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT EXORDIUM GAMES WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES.

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How to complain

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