

Terms of Service
Last Updated: June 15, 2022

Please read these Terms of Service (the “*Terms*”) carefully because they govern your use of the website located at <https://arena.gl/> and <https://mint.arena.gl/> (the “*Sites*”) and ownership of Arena NFTs. The Sites are open-source software portals to the Arena Platform (the “*Platform*”) made available by Beta Global Limited that enables play-to-earn and guild tooling for web3 gaming (the “*Company*”). The Platform is a web3 infrastructure that connects you to services to enable the minting of non-fungible tokens (“*NFT*”) and guild tooling to accelerate metaverse activity. To make these Terms easier to read, the Sites and our services are collectively called the “*Interface*.”

NOTICE ON PROHIBITED USE – RESTRICTED PERSONS: THE COMPANY PLATFORM AND ANY RELATED SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY:

PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “***RESTRICTED PERSON***”).

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE COMPANY PLATFORM OR ANY RELATED SERVICES. USE OF A VIRTUAL PRIVATE NETWORK (“*VPN*”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTIONS 16 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, , THE AGREEMENT TO ARBITRATE IN SECTION 16 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 15 (GOVERNING LAW) WILL APPLY INSTEAD.

1. **Agreement to Terms.** By using our Interface, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, then you must not use the Interface or access the Sites. Notwithstanding the foregoing, the laws of some jurisdictions may limit or not permit certain provisions of this agreement, such as indemnification, the exclusion of certain warranties or the limitation of liability. In such a case, such provisions will apply only to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these terms will prejudice such rights that you may have as a consumer of the Interface under such applicable law.
2. **Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Interface, for information on how we collect, use and share your information.

3. **Changes to these Terms or the Interface.** We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Sites and/or may also send other communications. It's important that you review the Terms whenever we update them or you use the Interface. If you continue to use the Interface after we have posted updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Interface anymore. Because our Interface are evolving over time we may change or discontinue all or any part of the Interface, at any time and without notice, at our sole discretion.

4. **Who May Use the Interface?** You may use the Interface only if you are at least 13 years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), and not otherwise barred from using the Interface under applicable law. If you are over 13 years of age but under the age of majority in your respective jurisdiction, you hereby represent and warrant that your parent or legal guardian has read these Terms and accepts them on your behalf. Parents and legal guardians are responsible for the acts of their minor children when using the Interface, whether or not the parent or guardian has authorized such acts. In order to protect the integrity of the Interface, we reserve the right, at any time, in our sole discretion, to block access to the Interface from certain IP addresses and unique device identifiers. For the purposes of the Terms, "**Restricted Territory**" means of Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which Canada, Panama, the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions.

(a) **Account Creation.** For certain features of the Interface you'll need an account. To register an account, you must first successfully complete the sign-up process. It's important that you provide us with accurate, complete and current account information and keep this information up to date. If you don't, we might have to suspend or terminate your account. To protect your account, keep the account details and password confidential, and notify us right away of any unauthorized use. You're responsible for all activities that occur under your account. You are only allowed to create one account and you agree you won't share your account with anyone. You also agree that you will not: (i) create another account if we've disabled one you previously established, unless you have our prior written consent; (ii) buy, sell, rent or lease access to your account or username, unless you have our prior written consent; (iii) share your account password with anyone; or (iv) log in or try to log in to access the Interface through unauthorized third party applications or clients. You must take all necessary steps to protect the secrecy of your log in information. You must immediately notify the Company of any unauthorized use of your account or any other such breach of security. The Company shall not be responsible to you for any loss or harm that results from an unauthorized person accessing your account. The Company may permanently delete accounts that are deemed inactive. Accounts shall be deemed inactive when they have not been used for one hundred and eighty (180) days. You acknowledge that if your account is deleted then you may lose access to any information and any points or assets associated with that account. If you

believe your account is compromised, or if you wish to delete your account, please contact the Company by sending notice to the following: support@arena.gl.

(b) Third-party Applications. You may grant the Company permission to access third-party apps. You may also revoke that permission. You may grant the Company access to your third-party accounts, such as Google, YouTube, Facebook, Instagram, Twitter, and Twitch, in order for some features of the Interface to operate. Each time you connect your third-party account, that third-party account will present a page that describes the information that the Company may access. At any time, you can revoke the Company's access to those accounts using the respective third party's security settings page.

(c) Digital Asset Rewards. You may receive Arena NFTs, ARENA Tokens, or other digital assets in connection with your use of the Interface. Such digital assets may be subject to additional terms and conditions, which you will be deemed to accept upon your receipt of such digital assets. Please see Section 5(d) below regarding Arena NFTs.

5. **About the Interface.**

(a) Our Relationship. You acknowledge and agree that the Company is an online platform provider and that the Company does not direct or control the day-to-day activities of the users accessing the Sites.

(b) Interface. The Sites provide an interface by which users may access the Platform.

(c) Fees and Subscriptions. The Company requires payment of a fee for use of certain features on the Interface and you agree to pay such fees. You have the option of making a one-time payment ("**One-Time Payment**") or purchasing a subscription ("**Subscription**") for such use.

(i) General. Whether you make a One-Time Payment or purchase a Subscription (each, a "**Transaction**"), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information**"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

(ii) Subscriptions. If you purchase a Subscription, you will be charged the monthly Subscription fee, plus any applicable taxes, and other charges (“**Subscription Fee**”), at the beginning of your Subscription and each year thereafter, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE THE COMPANY TO INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your Subscription. No less than thirty (30) days and no more than sixty (60) days before your Subscription term ends, or otherwise in accordance with applicable law, the Company will send you a reminder with the then-current Subscription Fee. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or the Company. Your Subscription continues until cancelled by you or we terminate your access to or use of the Interface or Subscription in accordance with these Terms.

(iii) Cancelling One-Time Payment or Subscription. You may cancel a Transaction for a full refund within ten (10) calendar days of your initial purchase. AFTER THAT, YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR ONE-TIME PAYMENT OR SUBSCRIPTION FEE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we’ll refund any payment you have already remitted to us for such Transaction. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. EXCEPT AS SET FORTH ABOVE WITH RESPECT TO YOUR INITIAL SUBSCRIPTION PURCHASE, YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, you can send an email to support@arena.gl. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Services will continue until the end of your then current Subscription period and will then terminate without further charges.

(iv) Giveaways and Sweepstakes. The Interface will provide users the access to participate in certain promotions, community organization tools, events, opportunities, or programs (each a “**Program**”, and collectively, “**Programs**”). Your participation in each Programs will be subject to additional terms and conditions specific to each such Program.

(d) Arena NFTs. Through your participation in the Interface, you may connect with third-party minting services or receive NFTs from the Interface (such NFTs, the “**Arena NFTs**” or

“**ARENA Tokens**”). You agree and acknowledge that the Arena NFTs are solely intended to vote on certain network operations, features, services of the Interface, and certain noncommercial and commercial purposes as set forth below in Section 5(d)(i)-(iv). You further agree that you are not purchasing the Arena NFTs for speculative or investment purposes. It is not the intent nor the desire of the Company, its founders or business partners to imbue Arena NFT with any monetary value.

(i) Non-Commercial License. Subject to your compliance with these Terms, the Company hereby grants to you, for so long as you own an Arena NFT (as recorded on the relevant blockchain), a non-exclusive, worldwide, royalty-free, revocable license, with no right to sublicense, to use, copy, display the Arena Art (as defined below) linked to your purchased Arena NFT for the following purposes: (i) for your own personal, non-commercial use, including to create a reasonable number of back-up copies and a physical print out, each to be retained only for so long as you own the associated Arena NFT; (ii) to sell or otherwise transfer the associated Arena NFT consistent with the ownership of it (e.g., posting a sales listing on NFT Site); and (iii) to use it in connection with the Interface or any third party offering compatible with the Arena NFT. Each Arena NFT may be compatible with, or support entitlements within, one or more applications offered by the Company or a third party. The Company is not responsible for any such applications or entitlements except as may be provided by the Company to you pursuant to separate terms and conditions, and the same are governed solely between agreements between you and such third party. “**Arena Art**” means the digital art, e.g., a particular character or other 3D interactive asset with a combination of traits which images consists of elements compiled by the underlying Arena NFT smart contract and owned by the Company.

(ii) Commercial License. Subject to your compliance with these Terms, the Company hereby grants to you, so long as you own an Arena NFT (as recorded on the relevant blockchain, a non-exclusive, worldwide, royalty-free, sub-licensable (but only to service providers assisting you with a Commercial Use) license to use, copy, reproduce and display the Arena Art for your Arena NFT for any Commercial Use. This license permits you to mint and create new NFTs and NFT projects based on your Arena Art for Arena NFTs that you own, as long as you do not use the Arena Trademarks on, or to promote, such new NFTs. “**Commercial Use**” means any activity that is performed with the intent to generate revenue, such as sale or transfer of items (including NFTs) on any marketplace, creating and selling merchandise or creating a comic book or video game. “**Arena Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with Arena, <https://arena.gl>, the Arena NFTs, and the Company, including “Arena” names or any other names of Arena-related characters or products or service developed by us. The license in this subsection 5(d)(ii) does not include a right to create derivative works of the Arena Art except as necessary to adapt and depict the Arena Art in or on the goods or media created pursuant to this license.

a. Third Party Content. From time to time, we may collaborate with third parties to create Arena NFTs which include artwork, images, works of authorship, logos, trademarks, service marks, or trade dress owned by a third party (“**Third Party Content**”). The license in this paragraph does not extend to any Arena NFT or Arena Art that contains Third Party Content, and you may not use, copy, reproduce, display, create derivative works of, or create new NFTs based on such Third Party Content, or any portion thereof, for any Commercial Use, unless we or the applicable third parties expressly provide our consent in writing or by public announcement.

b. Modifications and Derivatives. You acknowledge and agree that the Company may also modify, create derivative works of, and update any Arena Art and may create works of authorship similar or identical to your own adaptations, derivative works, and modifications of any Arena Art. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against the Company or its affiliates or licensees in connection with their use of any Arena Art or any adaptations, derivative works, and modifications thereto, even if such artwork or content is similar to or the same as any adaptations, derivative works or modifications in any Arena Art that has been created by you.

c. Trademarks. Nothing in this license will be interpreted to grant you any rights to Arena Trademarks belonging to the Company. Without our written permission, you may not use any Arena Trademarks for any Commercial Use, including to register any domain names or social media accounts using Arena Trademarks. This includes any Arena Trademarks that may be displayed or contained in any Arena Art for your Arena NFT (and you will need to modify the Arena Art to remove or obfuscate such Arena Trademarks before making any Commercial Use of such Arena Art). You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any Arena NFT or Arena Art.]

(iii) Transfer. The licenses in Section 5(d)(i)-(ii) are non-transferrable, except that they will automatically transfer in connection with a permitted transfer of the Arena NFT. Purchaser represents and warrants that it will not transfer an Arena NFT in any subsequent transaction to a transferee that is (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or is (ii) listed on any U.S. Government list of prohibited or restricted parties (“**Prohibited Transferees**”).

(iv) The Company’s Rights and Obligations to the Arena Art and Arena NFTs. The Parties acknowledge and agree that the Company is not responsible for repairing, supporting, replacing, or maintaining the website hosting the Arena Art or other applications or entitlements which the Arena NFT is compatible with, nor does Arena have the obligation to maintain any connection or link between an Arena NFT and the corresponding Art.

(v) Restrictions. Notwithstanding any of the above, you may not use the Arena Art in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene activity, or that promotes any such activity.

(e) Regulatory and Compliance Suspensions or Terminations. We may suspend or terminate your access to the Interface at any time in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by the Company. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Interface. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Interface.

6. **Your Content.**

(a) Posting Content. Our Interface may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Interface is referred to as “**User Content**”. The Company does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. By making any User Content available through the Interface you hereby grant to the Company a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Interface.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Interface, nor any use of your User Content by the Company on or through the Interface will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) The Company’s Intellectual Property. We may make available through the Interface content that is subject to intellectual property rights. We retain all rights to that content.

(e) Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Interface (“**Feedback**”). If you choose to submit Feedback, you agree that

we are free to use it (and permit others to use it) without any restriction or compensation to you.

7. **General Prohibitions and the Company's Enforcement Rights.** You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Interface or any individual element within the Interface, The Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Company's express written consent;

(c) Access, tamper with, or use non-public areas of the Interface, Company's computer systems, or the technical delivery systems of Company's providers;

(d) Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect the Interface;

(f) Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Company or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use any meta tags or other hidden text or metadata utilizing Company trademark, logo URL or product name without the Company's express written consent;

(i) Use the Interface, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

- (j) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Interface to send altered, deceptive or false source-identifying information;
- (k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Interface;
- (l) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Interface;
- (m) Collect or store any personally identifiable information from the Interface from other users of the Interface without their express permission;
- (n) Impersonate or misrepresent your affiliation with any person or entity;
- (o) Violate any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;
- (p) Violate any applicable law or regulation; or
- (q) Encourage or enable any other individual to do any of the foregoing.

The Company is not obligated to monitor access to or use of the Interface or to review or edit any content. However, we have the right to do so for the purpose of operating the Interface, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. If we have a reasonable belief that you have created multiple accounts or have associated the same digital asset wallet to multiple accounts, we reserve the right to disable all of your accounts and recover all the digital assets in such accounts or the value thereof. If you believe we have erroneously disabled your account, you may contact us at support@arena.gl. We have the right to investigate violations of these Terms or conduct that affects the Interface. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. **No Fiduciary Duties.** The Interface are not intended to, and do not, create or impose any fiduciary duties on the Company. To the fullest extent permitted by law, any user of the Interface acknowledges and agrees that the Company owes no fiduciary duties or liabilities it or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. Any user of the Interface further agrees that the only duties and obligations that the Company may owe are those set out expressly herein.

9. **Copyright Policy.** The Company respects copyright law and expects its users to do the same. It is the Company's policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.
10. **Links to Third Party Websites or Resources.** The Interface may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.
11. **Termination.** We may suspend or terminate your access to and use of the Interface, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at support@arena.gl. Upon any termination, discontinuation or cancellation of the Interface or your account, the following Sections will survive: 5(c)(i), 5(c)(ii) (only for payments due and owing to the Company prior to the termination), 6(b), 6(c), 6(e), 7, 11, 12, 13, 14, 15, 16, and 17.
12. **Warranty Disclaimers.** THE INTERFACE AND THE ARENA NFTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE INTERFACE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE INTERFACE.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO INTERFACE; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE INTERFACE.

THE ARENA NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DISTRIBUTED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH THE COMPANY DOES NOT CONTROL. THE COMPANY DOES NOT GUARANTEE THAT IMPOSTORS CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ARENA NFT.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS PURCHASER PURCHASES THROUGH THE NFT SITE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, IMPOSTORS MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE NFT SITE OR ANY PURPORTED SUBSEQUENT TRANSACTIONS.

By accessing and using the Interface and receiving an Arena NFT, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Interface. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Interface.

13. **Indemnity.** You will indemnify and hold the Company and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Interface, (b) your User Content, or (c) your violation of these Terms.

14. **Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE INTERFACE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COMPANY FOR USE OF THE INTERFACE OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

15. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of Panama, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 16 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and the Company are not required to arbitrate will be the courts located in Panama, and you and the Company each waive any objection to jurisdiction and venue in such courts.

16. **Dispute Resolution.**

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Interface (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and the Company agree that the laws of the Panama govern the interpretation and enforcement of these Terms, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 16(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect, except as modified by these Terms. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location, but will be conducted remotely to the extent permitted by the JAMS Rules. The parties agree that the arbitrator shall have exclusive authority to decide all

issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 16(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 16(f) of these Terms ("*Class Action Waiver*"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

17. General Terms.

(a) Reservation of Rights. The Company and its licensors exclusively own all right, title and interest in and to the Interface and the Arena Art, including all associated intellectual property rights. You acknowledge that the Interface are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Interface.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between the Company and

you regarding the Interface. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by the Company under these Terms will be given: (i) via email; or (ii) by posting to the Interface. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

18. **Contact Information.** If you have any questions about these Terms or the Interface, please contact the Company at support@arena.gl.