

Terms of Use

Last Updated: May, 11th, 2020

League of Kingdoms is a distributed application that runs on the Ethereum network, using specially-developed smart contracts (each, a “Smart Contract”) to ultimately enable users to own, transfer, purchase, store and engage in sales of unique digital assets, which can then be visualized on a website (the “**Site**”) and League of Kingdoms application (the “**LOK Client**”) that the user can interact with. The LOK Client, smart contracts and the Sites are collectively referred to in these Terms as the “**Apps**”. Using the Apps, users can view their digital assets and use the Smart Contracts to transact. NPLUS ENTERTAINMENT (“Nplus Entertainment”, “we”, or “us” hereafter) is making the Apps available to you. Before you use the App, the Smart Contracts, or the Site, however, you will need to agree to these Terms of Use and any terms and conditions incorporated herein by reference (collectively, these “Terms”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE APP. THESE TERMS GOVERN YOUR USE OF THE APP, THE SMART CONTRACTS, AND THE SITE, UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO MAKE THE APP, THE SMART CONTRACTS, AND THE SITE AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE APP, THE SMART CONTRACTS, THE SITE, OR ANY PART OF THEM, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY.

YOUR CONTINUED USE OF THE APPS CONSTITUTES YOUR AGREEMENTS TO THIS TERMS AND ANY FUTURE REVISIONS.

1. LANDS

A. We have utilized Smart Contracts to develop our initial generation of League of Kingdoms CONTINENT (“Genesis Continent”). We will release a limited number of LANDs (and make them available for purchase) on the day we first launch the App. The LANDs can be purchased through the App and/or outside platforms. Each sales

transaction that occurs in the APPS will be subject to a fee payable by the purchaser to us. Such fee will be automatically applied as part of the sales transaction.

B. The Smart Contracts keep complete and transparent provenance of all LANDs on the continent, which means that we cannot manipulate or influence them. LAND will be tokenized so that it will have provable scarcity and proof of ownership. (“NFT”)

C. We may, at its sole discretion, grant financial rewards in the form of, including but not limited to Ethereum, other digital currencies, and/or in-game assets to LAND owners. We reserve all rights to cancel the rewards and/or moderate, modify the type and quantity of the rewards subject to regulatory developments in relevant jurisdictions.

D. We may choose to grant loyalty rewards in the form of, but not necessarily limited to, cryptocurrencies or any similar digital representation of value, or in exchange for virtual goods and/or services or any similar thing within the apps.

2. THE APPS

A. Transactions that take place on the App are managed and confirmed via the Ethereum blockchain. You understand that your Ethereum public address will be made publicly visible whenever you engage in a transaction on the App.

B. We neither own nor control MetaMask, Coinbase, Google Chrome, the Ethereum network, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the App. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

C. You may be required to register with the Site, the App and the Smart Contracts. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. If you become aware of any unauthorized use of your password or of your account with us, you agree to notify us immediately at info@nplusent.com.

3. PROHIBITED ACTIVITIES

You may not access or use the Site, the App and the Smart Contracts for any purpose other than that for which we make the Site, the App and the Smart Contracts available. The Site, the App and the Smart Contracts may not be used in connection with any commercial endeavors except those that are specifically endorsed and approved by us.

- Systematically retrieve data or other content from the Site, the App and the Smart Contracts to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Site, the App and the Smart Contracts, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use a buying agent or purchasing agent to make purchases on the Site, the App and the Smart Contracts.
- Use the Site, the App and the Smart Contracts to advertise or offer to sell goods and services.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, the App and the Smart Contracts, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site, the App and the Smart Contracts and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Site, the App and the Smart Contracts.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or message or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site, the App and the Smart Contracts or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the username of another user.
- Sell or otherwise transfer your profile.
- Use any information obtained from the Site, the App and the Smart Contracts in order to harass, abuse, or harm another person.
- Use the Site, the App and the Smart Contracts as part of any effort to compete with us or otherwise use the Site, the App and the Smart Contracts

and/or the Content for any revenue-generating endeavor or commercial enterprise.

- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site, the App and the Smart Contracts.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site, the App and the Smart Contracts.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site, the App and the Smart Contracts to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site, the App and the Smart Contracts.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCM").
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, the App and the Smart Contracts, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site, the App and the Smart Contracts.
- Use the Site, the App and the Smart Contracts in a manner inconsistent with any applicable laws or regulations.

4. FEES AND PAYMENTS

A. If you elect to purchase, store, engage or interact with LAND or OTHER ASSETS on the App, or with or from other users via the App, any financial transactions that you engage in will be conducted solely through the Ethereum network. We will have no insight into or control over these payments or transactions, nor do we have the

ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App, or using the Smart Contracts, or any other transactions that you conduct via the Ethereum network or other blockchain entities.

B. Ethereum requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction that occurs.

C. As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, “Taxes”) associated with your use of the App (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or acquisition of your LANDs). Except for income taxes levied on us, you: (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

5. OWNERSHIP; RESTRICTIONS

A. You acknowledge and agree that we (or, as applicable, our licensors) own all legal right, title and interest in and to all elements of the Apps, and all intellectual property rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings associated with the), design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Apps are owned by us, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. Except as expressly set forth herein, your use of the App does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Apps. We reserve all rights in and to the materials not expressly granted to you in the Terms.

B. You may choose to submit comments, bug reports, ideas or other feedback about the Site or the Apps, including without limitation about how to improve the Apps. (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

C. You acknowledge that you are responsible for your own conduct while accessing or using the Apps, and for any consequences thereof. You agree to use the Apps only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the Apps any content that infringes the intellectual proprietary rights of any party; (v) use the Apps to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the Apps; (viii) exploit the Apps for any unauthorized commercial purpose; (ix) modify, adapt, translate, or reverse engineer any portion of the App; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the apps or any part of it; (xi) reformat or frame any portion of the App; (xii) display any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorized purpose; (xiv) create user accounts by automated means or under false or fraudulent pretenses; (xv) use any cheats, hacks, or any other unauthorized techniques or unauthorized third-party software to cheat in any competition or game that may be offered on the Apps by other Users, or to otherwise disrupt or modify the Apps or the experience of any users on the Apps; or (xvi) access or use the App for the purpose of creating a product or service that is competitive with any of our products or services.

6. TERMINATION

You shall have a right to terminate your Account at any time by canceling and discontinuing your access to and use of the Apps. We may terminate or suspend all or part of the Apps and your access to the Apps immediately, without prior notice or liability. You will not receive any refunds if you cancel your Account, or if these Terms are otherwise terminated. You agree that we, in its sole discretion and for any or no reason, may terminate these Terms and suspend and/or terminate your Account(s) for the Apps. You agree that any suspension or termination of your access to the Apps may be without prior notice, and that we will not be liable to you or to any third party for any such suspension or termination. If we suspend or terminate your Account due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies we may have at law or in equity. Upon any termination or expiration your Account, whether by you or us, you may no longer have access to information that you have posted on the Apps or that is related to your Account, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party. Upon termination of your Account, your right to use the Apps will immediately cease. The following provisions of these Terms survive any termination of these Terms: THE APP; FEES AND PAYMENT; OWNERSHIP; RESTRICTIONS; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION; EXTERNAL SITES; CHANGES TO THE APP; DISPUTE RESOLUTION; REFUNDS; ADVERTISER; INTELLECTUAL PROPERTY; GENERAL INFORMATION.

7. DISCLAIMERS

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE APP IS AT YOUR SOLE RISK, AND THAT THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE APP AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE APP WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE APP WILL BE

UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE APP WILL BE ACCURATE, (IV) THE APP OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE APP WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

B. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

C. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK OR ANY OTHER ELECTRONIC WALLETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (ii) SERVER FAILURE OR DATA LOSS; (iii) CORRUPTED WALLET FILES; (iv) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE APP, ETHEREUM NETWORK, OR OTHER ELECTRONIC WALLETS.

D. LEAGUE OF KINGDOMS ASSETS AND LANDS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.

E. WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORK OR OTHER ELECTRONIC WALLETS, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ETHEREUM NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

8. LIMITATION OF LIABILITY

A. YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE APP, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE LESSER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$100.

C. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE APP AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE APP TO YOU WITHOUT THESE LIMITATIONS.

D. YOU ACKNOWLEDGE AND AGREE THAT YOU DO NOT RESIDE IN REGION THAT EXPLICITLY BANS THE USE OF LOOT BOXES IN GAMES IN ACCORDANCE WITH GAMBLING LAWS.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

E. We may, at its sole discretion, grant financial rewards in the form of, including but not limited to Ethereum, other digital currencies, and/or game assets to LAND owners. We reserve all rights to cancel the rewards and/or moderate, modify the type and quantity of the rewards subject to regulatory developments in relevant jurisdictions.

9. ASSUMPTION OF RISK

A. League of Kingdoms allow the use of Ethereum or other similar blockchain technologies. You acknowledge and agree that Ethereum and blockchain technologies and associated assets, and other assets are highly volatile due to many factors including but not limited to popularity, adoption, speculation, regulation, technology and security risks. You also acknowledge and agree that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge and agree these risks represent that we cannot be held liable for changes and fluctuations in value or increased costs.

B. You are solely responsible for determining what, if any, taxes apply to your League of Kingdoms-related transactions. We are not responsible for determining the taxes that apply to your transactions on the App, the Site, or the Smart Contracts.

C. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum network, however caused.

E. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the League of Kingdoms ecosystem, and therefore the potential utility or value of your assets.

F. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the League of Kingdoms ecosystem, and therefore the potential utility or value of assets.

G. Upgrades or changes in how transactions are confirmed on the blockchain platform may have unintended, adverse effects on all blockchain applications, including the League of Kingdoms ecosystem.

10. INDEMNIFICATION

You shall release and indemnify, defend and hold harmless NPLUS ENTERTAINMENT and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the apps, your violation of these Terms of Use, and any of your acts or omissions. We reserve the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with us in the defense of such matter.

11. EXTERNAL SITES

The App may include hyperlinks to other websites or resources (collectively, "External Sites"), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from any External Sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

12. CHANGES TO THE APPS

We may make changes to the Terms from time to time. When we make changes, we will make the updated Terms available on the App and update the "Last Updated" date at the beginning of these Terms accordingly. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use of the App after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the App.

13. CHILDREN

You affirm that you are over the age of 18, as the App is not intended for children under 18. IF YOU ARE UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD UNDER 18, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

14. PRIVACY POLICY

Our Privacy Policy describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.

15. ARBITRATION

PLEASE READ THIS SECTION 14 CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Please read this Section 14 carefully. It requires you to arbitrate disputes with NPLUS ENTERTAINMENT, and limits the manner in which you can seek relief from us. All disputes arising out of or in connection with these Terms, including without limitation your access or use of the App, the Site, or the Smart Contracts, or to any products sold or distributed through the App, the Site, or the Smart Contracts, will be referred to and finally resolved by arbitration under the rules of the Singapore International Arbitration Centre. The appointing authority will be the the Singapore International Arbitration Centre. The case will be adjudicated by a single arbitrator and will be administered by the Singapore International Arbitration Centre in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings; The place of arbitration will be Singapore. You may choose to have the arbitration conducted by telephone, based on written submissions. The language of the arbitration will be English. The award of the arbitrator will be final and binding, and any judgment on the award rendered by

the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, NPLUS ENTERTAINMENT may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these Terms are specifically enforceable by NPLUS ENTERTAINMENT through injunctive relief and other equitable remedies without proof of monetary damages.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE APP, THE SITE, THE SMART CONTRACTS, OR ANY PRODUCTS SOLD OR DISTRIBUTED THROUGH THE APP, THE SITE, OR THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

16. REFUNDS

A. Due to the irrevocable nature of the blockchain, and our lack of control over user assets, we are unable to offer refunds on any purchases.

B. We may, at its sole discretion, grant financial rewards in the form of, including but not limited to Ethereum, other digital currencies, and/or game assets to LAND owners. We reserve all rights to cancel the rewards and/or moderate, modify the type and quantity of the rewards subject to regulatory developments in relevant jurisdictions.

17. ADVERTISER

We may allow advertisers to display their advertisements and other information in certain areas of the Site and the App such as sidebar advertisements or banner advertisements. If you are an advertiser, you should take full responsibility for any advertisements you place on the Site and/or the App, and any services provided on the Site and/or the App or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site and/or the App, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with the advertiser.

18. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and the App and the Smart Contracts are our proprietary property and all source code, database, functionality, software, website design, audio, video, text, photographs and graphics on the Site and the Apps (collectively, the "Content") and trademarks, service marks and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of The Singapore, foreign jurisdiction and international conventions. Except as expressly provided in these Terms of Use, no part of the Site, the App as well as the Smart Contract and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, the App and the Smart Contracts, you are granted a limited license to access and use the Site or to download or print a copy of any portion of the Content to which you have properly gained access solely to your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the App, the Content and the Marks.

19. GENERAL INFORMATION

These Terms constitute the entire legal agreement between you and Nplus Entertainment, govern your access to and use of the App, and completely replace any prior or contemporaneous agreements between the parties related to your access to or use of the App, whether oral or written. There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms create any agency, partnership, or joint venture. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate, or in connection with an acquisition, sale or merger. Should any part of these Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision. These Terms will be governed by and construed in accordance with the laws of the Singapore applicable therein, excluding its conflicts of law rules and principles. Subject to Section 14, any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in Singapore, and the parties irrevocably consent to

the personal jurisdiction and venue there. We will not be liable for any failure or delayed performance of our obligations that result from any condition beyond our reasonable control, including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, acts of God, labor conditions, power failures, Internet disturbances, or acts or omissions of third parties. You agree that we may provide you with notices (including, without limitation those regarding changes to these Terms) by email, regular mail, or postings on the App. By providing us with your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.

Contact Details

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