

## **PlayDapp Members + Terms of Use**

Last Updated: September 6, 2022

Please read these Terms of Use (the “Terms”), our License Terms (“License Terms”), and our Privacy Policy (“Privacy Policy”) carefully because they govern your use of the website located at <https://members.playdapp.com/> and the content and functionalities accessible via the Site (collectively, the “Site”) offered by PlayDapp Limited (“PlayDapp”), a corporation with its headquarters located in Hong Kong.

PlayDapp maintains the Site as a portal for information, news and updates about the non-fungible tokens known as “PlayDapp Membership +.” These Terms govern your use of the Site. In addition, if you hold a PlayDapp Membership + NFT, your acquisition, use, and transfer of that PlayDapp Membership + NFT (and art linked to it) will be subject to and governed by the License Terms. For the avoidance of doubt, PlayDapp does not control the Polygon blockchain protocol (“Protocol”) on which PlayDapp Membership + NFTs are tradable or useable and cannot control activity and data on the Protocol, the validation of transactions on the Protocol, or use of the Protocol.

**IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND PLAYDAPP THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 14 “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 14 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 13 (GOVERNING LAW AND FORUM CHOICE) OR RELEVANT PROVISIONS OF APPLICABLE LAW WILL STILL APPLY.**

**Agreement to Terms.** By using our Site, you agree to be bound by these Terms. If you do not want to be bound by these Terms, do not use the Site.

**Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Site, for information on how we collect, use and share your information.

**Changes to these Terms or the Site.** We may update the Terms from time to time in our sole discretion. If we do, we will let you know by posting the updated Terms on the Site. It is important that you review the Terms whenever we update them or you use the Site. If you continue to use the Site after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Site anymore. We may change or discontinue all or any part of the Site at any time, and without notice, at our sole discretion.

**Who May Use the Site?** You may use the Site only if you are at least 18 years old, capable of forming a binding contract with PlayDapp, and not otherwise barred from using the Site under applicable law.

**Feedback.** We value your feedback on the Site, but please do not send us suggestions for improvements, creative ideas, designs, pitch portfolios, or other materials (collectively “Unsolicited Ideas”). This policy is aimed at avoiding potential disputes or misunderstandings when our Site might seem similar to Unsolicited Ideas that people submit. We may currently be developing, have already developed, or in the future may develop ideas or materials internally, or receive ideas or materials from other parties, that may be similar to Unsolicited Ideas. If you ignore this policy and send us your Unsolicited Ideas anyway, you thereby and under the Terms, grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property or other rights that you own or control to use, copy, modify, create derivative works based upon, make, have made, sell, offer for sale, import, and otherwise exploit in any manner or medium whatsoever known now or in the future your Unsolicited Ideas for any purpose, without compensation to you.

**PlayDapp's Intellectual Property.** We may make available through the Site content that is subject to intellectual property rights. We or our licensors, or the third parties who otherwise own the intellectual property rights, retain all rights to that content.

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

Use, display, mirror, or frame in any way the Site or any individual element within the Site, PlayDapp's name, any PlayDapp trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without PlayDapp's express written consent;

Access, tamper with, or use in any way non-public areas of the Site, PlayDapp's computer systems, or the technical delivery systems of PlayDapp's providers;

Attempt to or actually probe, scan, or test in any way the vulnerability (or lack of vulnerability) of any system or network (collectively, "Systems"), or breach any security or authentication measures, available or accessible through, or related to, the Site;

Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent, in any way, any measure implemented by PlayDapp or any of PlayDapp's providers or any other third party (including another user) to protect the Site or any element thereof;

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

Access or use the Site, or any portion or element thereof, for any commercial purpose or for the benefit of any third party, or in any other manner not permitted by these Terms;

Attempt or actually to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site, or any element thereof, or any of the Systems;

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 Site or any Systems;

Impersonate or misrepresent your affiliation with any person or entity, including but not limited to PlayDapp or any representative or agent thereof;

Violate any applicable law or regulation; or

Directly or indirectly encourage or enable any other individual to do any of the foregoing.

PlayDapp is not obligated to monitor access to or use of the Site or to review or edit any Site content. However, we have the right to do so for the purpose of operating the Site, 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 the Site (or any element or content therein or thereof), 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. We have the right to investigate actual and suspected violations of these Terms or any other conduct that affects the Site. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**Links to Third Party Websites or Resources.** The Site 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 that you have sole responsibility for, and assume all risk arising from, your use of any third-party resources.

**Termination.** We may suspend or terminate your access to and use of the Site, at our sole discretion, at any time and without notice to you. Upon any termination or discontinuation of the Site or these Terms, the following Sections will survive: 5, 6, 8, 9, 10, 11, 12, 13, 14, and 15.

**Warranty Disclaimers.** THE SITE IS 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 Site 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 Site. Any reliance you place on such information or content is strictly at your own risk. To the extent the Site enables you to interact with the Protocol, you understand that your use of the Protocol is entirely at your own risk. The Protocol is available on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using the Protocol, and digital assets and decentralized systems generally, including but not limited to, that digital assets are highly volatile; you may not have ready access to assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against PlayDapp for any losses due to your use of the Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

**Indemnity.** You will indemnify and hold PlayDapp and its affiliates and their respective officers, directors, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way related to (a) your access to or use of the Site, or (b) your violation of these Terms.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PLAYDAPP NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE 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 SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PLAYDAPP OR ITS SERVICE PROVIDERS HAVE 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PLAYDAPP'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SITE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

BY USING THE SITE, YOU ACKNOWLEDGE THAT THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE MATERIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PLAYDAPP AND YOU.

**Governing Law and Forum Choice.** These Terms, and any action related thereto, will be governed by the laws of Hong Kong, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) will be the courts located in Hong Kong, and you and PlayDapp each waive any objection to jurisdiction and venue in such courts.

### **Dispute Resolution.**

**Mandatory Arbitration of Disputes.** 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 Site ("Dispute") must be resolved solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding. Each party waives the right to a trial in court and/or by a jury. This arbitration provision shall survive any termination of these Terms.

**Exceptions.** As a limited exception to Section 14(a) above: (i) the parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) each party retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of its intellectual property rights.

**Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the Hong Kong International Arbitration Centre ("HKIAC") under its

Arbitration Rules (the “HKIAC Rules”) then in effect, except as modified by these Terms. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of these Terms.

**Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the HKIAC Rules.

**Injunctive and Declaratory Relief.** Except as provided in Section 14(d) 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 PlayDapp 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.

**Class Action Waiver.** YOU AND PLAYDAPP AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with a party’s 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.

**Severability.** With the exception of any of the provisions in Section 14(f) (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.

## **General Terms.**

**Reservation of Rights.** PlayDapp and its licensors exclusively own all right, title, and interest in and to the Site, including all associated intellectual property rights. You acknowledge that the Site is protected by copyright, trademark, and other laws of Hong Kong, the United States, and other countries. You agree not to

remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site.

**Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between PlayDapp and you regarding use of the Site, and these Terms supersede and replace all prior oral or written understandings or agreements between PlayDapp and you regarding the Site. 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. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without PlayDapp's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null and void in its entirety. PlayDapp 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 any permitted assigns.

**Notices.** Any notices or other communications provided by PlayDapp under these Terms will be given by posting to the Site.

**Waiver of Rights.** PlayDapp'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 PlayDapp. 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.

**Contact Information.** If you have any questions about these Terms or the Site, please contact PlayDapp at [help@playdapp.com](mailto:help@playdapp.com).