

TERMS OF USE

Welcome to the BRKT platform (accessible at <https://www.brkt.gg>) (the “**Platform**”) and the suite of features, services and applications made available thereon (collectively, the “**Services**”), provided and operated by ONTRENDE COMPANY SOCIEDAD DE RESPONSABILIDAD LIMITADA (the “**Company**”, “we”, “our” or “us”). These Terms of Use (the “**Terms**”) govern your access to and use of the BRKT Platform and Services and constitute a legally binding agreement between us and you and/or the entity you represent (hereinafter referred to as “you” or “your”).

By accessing and/or using the Platform and any of the Services, you agree to be bound by these Terms and our Privacy Policy which collectively represent the complete agreement between you and us in respect of our Platform and Services and shall supersede any prior agreements between us, whether written or oral.

THESE TERMS CONTAINS A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN THE SECTION TITLED “DISPUTE RESOLUTION.” THIS AFFECTS YOUR RIGHTS WITH RESPECT TO ANY “DISPUTE” BETWEEN YOU AND THE COMPANY AND MAY REQUIRE YOU TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT. PLEASE READ THIS ENTIRE SET OF TERMS CAREFULLY.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE BRKT’S PLATFORM OR ANY OF THE SERVICES.

1. Eligible Users.

By accessing and/or using the Platform and any of the Services, you must be and hereby affirm that you:

- (a) are not prohibited or restricted from accessing the Platform or using the Services available on the Platform by any laws or regulations applicable to you;
- (b) are an adult of the legal age of majority in your country or state of residence (whichever is higher). If you are under the legal age of majority, you may not use the Platform;
- (c) have not been diagnosed or classified as a compulsive or problem gambler;
- (d) are not currently self-excluded from any gambling site or gambling premises, and you will inform us immediately if you enter into a self-exclusion agreement with any gambling provider; and
- (e) are not:
 - (i) a citizen of, or located in or ordinarily resident in any of the Restricted Jurisdictions (defined below); or
 - (ii) under the control or ownership of a person that is, subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

2. Access and Use of the Platform

A. The Platform utilizes various technologies (including without limitation, blockchain and decentralized technologies such as Layer 1 and Layer 2 blockchains) to enable you or other users of the Platform (each a “**User**”) to perform the following activities through the Platform:

- (i) store locally on your own devices, fungible and non-fungible tokens, cryptocurrencies and other crypto or blockchain-based digital assets (collectively, “**Digital Assets**”);
- (ii) create, link, connect, access and/or utilise a self-custodial digital wallet (whether provided by the Company or by a third-party provider) to or with the Platform (a “**Digital Wallet**”);
- (iii) view aggregated information and data relating to Digital Assets, current affairs, sporting events or other competitions, social or recreational events, and other matters;

- (iv) view information relating to your activity and transactions on the Platform ("**Progress Tracking**");
- (v) access or use decentralized applications or protocols, including, without limitation decentralised exchanges, swapping protocols, smart contract applications, and Digital Wallets (collectively "**Dapp(s)**"). For avoidance of doubt, such Dapp(s) may be operated or managed by third parties instead of us;
- (vi) participate in staking, prediction-based games or outcome-based challenges involving Digital Assets through the Dapp(s) as stated above; and
- (vii) such other features and functionalities that may be added to the Platform from time to time,

More details on the Services provided through the Platform can be found in Section 3 below.

- B. To access and use the Platform and some of the Services, you will be required to either (i) create, link and/or connect your Digital Wallet; or (ii) create an account with your email address and log in with said account (each a "**User Profile**"). Certain parts of the Platform may require additional access credentials or other specific conditions in order to access or use the Platform. Access and use of the Platform via a User Profile, are subject to the following terms and conditions:
- i. The Company shall have the right to monitor and/or record your communications when you use the Platform, and you acknowledge and agree that when you use the Platform, you have no expectation that your communications will be private. The Company shall have the right to disclose your communications for any reason, including: (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of these Terms or any other of the Company's policies; (c) to protect the Company's legal rights and remedies; (d) to protect the health or safety of anyone that the Company believes may be threatened; or (e) to report a crime or other offensive behavior.
 - ii. You shall not provide misleading information or try to register for or obtain a User Profile through third parties. You are prohibited from selling, transferring or acquiring a User Profile to or from other users.
 - iii. You are solely responsible for all activities conducted through your User Profile whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates these Terms is discovered or reported (whether by you or someone else) that is connected with your User Profile, the Company may suspend or block your User Profile's access to the Platform, whether for a period of time or indefinitely.
 - iv. You are solely responsible for maintaining the confidentiality and security of your User Profile and for restricting access to your User Profile and/or devices that have access to your User Profile. You are solely responsible for any harm or loss resulting from your disclosure, or authorization of the disclosure, of your access credentials (for example, passwords or biometrics) or from any person's use of your access credentials to gain access to your User Profile. You acknowledge that in the event of any unauthorized use of or access to your User Profile, access credential or other breach of security, you accept that due to the nature of the Platform, the Company will be unable to remedy any issues that arise and the Company will not be responsible or liable for the same.
 - v. The Company will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations, or for any reason whatsoever, except fraud on our part.
 - vi. The Company will not be liable for any loss or damage arising from your sharing or other loss of your private key or related information, or any other damage or loss arising from unauthorized access to your account.
- C. **Grant of License.** If you accept and comply with these Terms, the Company will grant, and you will receive, a limited, revocable, non-sub licensable, and non-exclusive license to access and use the Platform subject to the "Restrictions," set forth in Section 5 below, as follows:
- i. You may access and use applicable Services available on the Platform on one or more computers or mobile devices under your authorized control.
 - ii. You may use the Platform for your personal and non-commercial purposes only.
 - iii. You may not transfer your rights and obligations to use the Platform.
 - iv. Some Services of the Platform are provided, managed or operated by third party suppliers, partners or licensors of the Platform ("**Third Party Providers**") and may be subject to specific requirements or terms and conditions imposed by such Third Party Providers. Please refer to Section 7 for more information.

D. **Open Source Components.** The Platform contains components that are subject to open-source licenses ("**OSS Components**"). Your access and use of these OSS Components shall be subject to the applicable open-source licenses that apply to and govern such OSS Components.

E. **Acknowledgements and Disclaimers.** You acknowledge and understand that:

- i. **Features and Services.** The Company offers a number of Services which can be generally accessed through the Platform. Some of the Services may require you to create a User Profile or connect a Digital Wallet, or may require payment or a subscription to use. Further details of each of the Services, and the terms and conditions applicable to such Services, are provided on the Platform and in these Terms. Your access and use of each of these Services are solely at your own risk, and subject to the applicable terms and conditions for the relevant Service.
- ii. **Use of Digital Wallets.** To access our Platform and/or Services, you may be required to create a Digital Wallet or connect your own third-party Digital Wallet. We are not responsible or liable for your Digital Wallet or funds held therein, including your access and use thereof. You are solely responsible for the retention and security of your private keys or other security credentials in connection with your Digital Wallet. We shall not be liable in any way for any loss of your funds due to your failure to retain and/or secure your Digital Wallet.
- iii. **Digital Assets Risk Disclaimer.** You acknowledge and agree that there are inherent risks in your use of the Platform and the Services, including any smart contract or security breaches, fluctuations in the value of your Digital Assets, any communication failures, disruptions, errors, distortions or delays, the risk of hardware, software and Internet connections failure or problems, or malicious software introduction, or the risk that third parties may obtain unauthorized access to your information or Digital Wallet, which may result in the loss of your Digital Assets or access to the Platform and/or Services. By using the Platform and/or Services, you acknowledge and agree to undertake these risks, and you accept that we shall not be liable for any losses or damages arising from or in connection with such risks.
- iv. **No Reliance on Information.** Any information provided or made available on our Platform and/or Services shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, professional advice or any other sort of advice. No representation or warranty, express or implied, is made as to the fairness, accuracy, timeliness, correctness or completeness of such information and is provided only for general informative purposes, and no reliance should be placed on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, any available or provided information. We are not, and shall not be deemed as or treated as a financial institution, centralised exchange, trading platform, broker, fund management platform, sports betting, gaming or gambling platform or online casino.
- v. **No Fiduciary Relationship.** The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the Privacy Policy).
- vi. **Compliance Checks.** We may be required by anti-money laundering or other forms of regulations, and as part of our internal policies, to make background checks or verification checks on the source of any funds placed on deposit by our customers. In the event that our background or verification checks do not provide us with sufficient information about you, we may request further information from you from time to time and you agree to promptly provide such information when requested to do so. We reserve the right to suspend or terminate your access to and use of the Platform or any Services should we be unable to satisfy ourselves in respect of any background or verification checks.
- vii. **Legal and Regulatory Compliance.** You are responsible for complying with all laws that may be applicable to or govern your use of the Platform and/or Services, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("CFTC"), the federal securities laws and the

regulations promulgated thereunder by the U.S. Securities and Exchange Commission ("SEC"), the Securities and Futures Act and the Payment Services Oversight Act overseen by the Monetary Authority of Singapore and all foreign laws that apply to you and your use of such Services. You shall not access or use our Platform or Services if it would be illegal, or a violation of any applicable laws or regulations, to do so within your jurisdiction.

- viii. **Security.** You are solely responsible for properly configuring and using the Platform and the Services and otherwise taking appropriate action to secure, protect, and backup your User Profile and Digital Wallet and/or your User Content in a manner that will provide appropriate security and protection, which might include use of encryption. If you are not able to be responsible for your own account security, or do not want such an obligation, then you should not access or use the Platform and the Services. Your obligations under these Terms include ensuring any available software updates or upgrades to the Platform and/or the Services you are using are promptly installed or implemented, and recording and securely maintaining any access credentials or passwords that relate to your use of the Platform and the Services.
- ix. **User Warranties.** Prior to your use of the Platform and on an ongoing basis, by using the Platform, or any of the Services (including without limitation, any of the informational and social content made available thereon (collectively, the "**Content**")), you represent, warrant and covenant that:
1. You will not provide any false, inaccurate, incomplete or misleading information while using the Platform, or any Service or Content available thereon, or engage in any activity that operates to defraud the Company, other Users, or any other person or entity;
 2. You will not use the Platform or any Service to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;
 3. Any Digital Assets you use in connection with the Platform or any Service are either owned by you or you are validly authorized to carry out actions using such assets;
 4. You access and use the Platform (including any Service or Content available therein) for your own benefit and not for the benefit or on behalf of any third party beneficiary;
 5. There is a risk of losing your Digital Assets (including without limitation, your funds and cryptocurrency) when using the Platform and/or any Service and that we have no responsibility to you for any such loss. You waive any and all right you have against the Company in respect of any loss of your Digital Assets that you may suffer in the course of your use of the Platform and/or the Services, and completely absolve the Company of the same;
 6. You will not utilise or deposit (whether from or into your Digital Wallet) funds or assets, which originate from an illegal or illegitimate source, from any criminal or other unauthorised activity, or which do not belong to you;
 7. You accept and acknowledge that the value of your Digital Assets (including any cryptocurrency) can change dramatically depending on the market value, market conditions or any reason whatsoever and you bear the sole risk of such fluctuations;
 8. We are not, and shall not be deemed as or treated as a financial institution, centralised exchange or trading platform, broker or fund management platform;
 9. We may be required by anti-money laundering regulations, and as part of our internal policies, to make background or verification checks on the source of any funds placed on deposit by our customers. In the event that our background or verification checks do not provide us with sufficient information about you, we may request further information from you from time to time and you agree to promptly provide such information when requested to do so. We reserve the right to suspend or terminate your access to and use of the Platform, any Service, or to your Digital Assets should we be unable to satisfy ourselves that your source of funds is legitimate;
 10. You will not, and will not attempt to, authorize anyone other than you to access the Platform and any of the Services through your Digital Wallet or User Account;
 11. You will not disrupt, interfere with, or otherwise adversely affect the normal flow of the Platform and/or the Services or otherwise act in a manner that may negatively affect other users' experience when using the Platform and Services. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of the Platform and the Services;

12. You have not been diagnosed or classified as a compulsive or problem gambler and are not currently self-excluded from any gambling site or gambling premises, and you will inform us immediately if you enter into a self-exclusion agreement with any gambling provider;
13. You are sophisticated in using and evaluating blockchain technologies and related blockchain-based Digital Assets and services, including without limitation the Platform and the Services, including the blockchain networks, smart contract systems, automated market making protocols, liquidity pool pricing bonding curves, the concept of pricing slippage, the mechanism of liquidity attribution and the potential of value loss for liquidity providers due to liquidity attribution and dynamic pricing across different liquidity pools. Specifically, you represent and warrant that you have evaluated and understand the use of the Platform and the Services and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of the Company with respect to the Platform and the Services; and
14. You accept and acknowledge all risks associated with the use or access of the Platform or any Services made available thereon, including but not limited to the risks set out in these Terms.

F. **Changes.** We may change, add to, modify, remove, suspend, or discontinue any aspect of the Platform and/or Services at any time, and without prior notice or liability to you. We may also impose limits on certain features or restrict your access to parts or all of the Platform or any Services made available thereon without notice or liability.

3. Services and Features Available on the Platform.

A. **Advertising.** The Platform may incorporate third-party technology that enables advertising on the Platform. As part of this process, the Company and/or its authorized third party advertisers may collect standard information that is sent when your personal computer or device connects to the Internet including your Internet protocol (IP) address.

B. **Participation in Outcome-Based Challenges.** We may make certain games, raffles or outcome-based activities or challenges available on the Platform as part of the Services (“**Challenges**”), and such Challenges may also be subject to their own rules, to which you should also refer to should you choose to participate in the relevant Challenges. Rewards may be given to users who participate and win Challenges. The provisions of these Terms shall prevail in the event of any conflict with any such rules. You acknowledge and agree that we have no control over (i) the outcome or result of any Challenges; and (ii) the technical operation and/or functionality of third party provided Challenges featured on the Platform, and that we will not be held responsible, and will not be liable to you, in respect of any bug, error or defect in any Challenges. You acknowledge and agree that it is your responsibility to ensure that you understand the relevant rules of the Challenges for any Challenge that you wish to participate in, and that you hereby agree to comply with the same. We will not be responsible, or liable to you, under any circumstances if you participate in a Challenge and have not fully understood the rules of the Challenge or how the Challenge is operated. The outcome or result of a Challenge shall only be determined and settled upon official confirmation by the relevant overseeing authority or otherwise at our sole discretion. If the outcome or result of a Challenge cannot be verified officially, we reserve the right to void it and any Digital Assets used in the Challenge may be forfeited without refund. If a Challenge proceeds in a manner that deviates substantially, materially or significantly from the original rules or from the generally accepted format or rules, we reserve the right to void such a Challenge and any Digital Assets used in the Challenge may be forfeited without refund. If a Challenge does not commence or is not completed for any reason whatsoever (for example, as a result of, disqualification, interruption, withdrawal, changes in schedule, draws, etc.), all undecided Challenges will be void and any Digital Assets used in the Challenge may be forfeited without refund. However if the outcome or result of the Challenge has been determined at the relevant point, then that outcome or result will stand. Rewards from successful Challenges, if any, will be provided automatically, or made claimable, depending on the relevant Dapp that is used. Rewards from Challenges may be voided in the case of any incorrectly displayed or calculated prices. You confirm that You are fully aware that there is a risk of losing some or all of your Digital Assets when participating in a Challenge. By participating in any Challenge, you acknowledge and agree that you are wholly responsible for any losses you may suffer. You agree

that your use of the Services is at your sole option, discretion and risk and further, that You will have no claim(s) whatsoever against the Company.

- C. **Conduct.** You shall ensure that your actions, conduct and behaviour (including without limitation, your use of the Social Features (as defined below)) comply with and abide by all the rules and guidelines imposed by the Company and/or its Third Party Providers. The Company may suspend or block your access to the Platform and/or any Services, whether for a period of time or indefinitely, in the event that you violate or fail to comply with any of such rules and guidelines. For the avoidance of doubt, although we may suspend or block your access or use of the Platform and Services, we will not block or prevent you from accessing your Digital Wallet or the Digital Assets stored thereon, unless legally required to do so by any applicable laws or regulatory, court or governmental order.
- D. **Identity Disclosure.** You are responsible for the protection of your real and actual identity within the Platform, and any disclosure of your real and actual identity to any other user within the Platform is at your own risk. For example, subject to availability, you are able to create and choose a username to use for your User Profile on the Platform (a "**Username**"), and you should take care to only choose a Username that you are comfortable with (to the extent that such username results in the disclosure of your identity). The Company and/or its Third Party Providers will not be liable or responsible for any disclosure of your real and actual identity by you within the Platform, or any loss, damage or harm arising as a result of such disclosure.
- E. **Social Features.** We may make available Social Features that allow you to communicate with other Users within the Platform. In the event that you wish to utilise such Social Features, you may be required to grant the Platform access to your camera, video and microphone functionalities. You shall ensure that you do not post, upload, stream, or otherwise contribute any content (including without limitation, any speech or video) that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate.
 - i. You acknowledge and agree that any User may use the Social Features to post, chat, send or communicate their views, thoughts, articles, and opinions regarding any subject matter (including without limitation, views and opinions on any Digital Assets, the state of the Digital Asset market and economy, and the economy in general) ("**User Opinions**"), and that any such User Opinions may not be regarded as, deemed to constitute or be relied upon as, legal, tax, investment, financial, professional or other advice. All User Opinions are subjective opinions only and should be treated as such. You should not rely on any User Opinion in making any decisions to use any Service or in respect of any Digital Asset. You should consult with your own counsel and advisers as to all legal, tax, regulatory, financial and related matters concerning any Digital Asset. Nothing on the Platform (including without limitation any Service, any Content or any information relating to Digital Assets) constitutes an offer (or solicitation of an offer) to buy or sell any Digital Asset, or to participate in any particular trading strategy or activity strategy.
- F. **User Created or Uploaded Content.** The Platform may enable you to upload and display content (including without limitation, Username, images, text, messages, data, information, videos, voice and sound recordings) on the Platform, (collectively, the "**User Content**").
 - i. You retain ownership over your User Content but you hereby grant the Company a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to use for any purpose whatsoever (whether commercial or otherwise) the User Content and all elements thereof, in any and all media, formats and forms, known now or hereafter devised. The Company shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, provide access to, broadcast, and practice the User Content as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Content or the elements thereof in conjunction with or into any other material. In the event you upload or otherwise transmit to the Company any concepts, ideas, or feedback relating to

the Platform, you shall not be entitled to any compensation for any such submission, unless expressly agreed between you and the Company, and the Company may freely use any such submission in any manner it deems appropriate. Any such submission by you shall not create any contractual relationship between you and the Company. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefit of any provision of law known as "moral rights" or "droit moral" or any similar law in any country of the world. You represent and warrant that the User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights or proprietary rights of any third party.

- ii. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. The Company may remove or delete any User Content and any related content or elements from the Platform at its sole discretion (including without limitation, where the Company believes that any User Content is in violation of these Terms of Use).
- iii. The Company does not guarantee that it will retain or store any User Content, and the Company shall not be liable or responsible to you or any third party for any inability to access or retrieve your User Content arising from any reason whatsoever (including without limitation, any loss, removal or deletion of User Content). You are solely responsible for retaining backups or copies of your own User Content. You are solely responsible for ensuring that any User Content you submit or upload to the Platform comply with any applicable laws and third party rights, including but not limited to any intellectual property rights, privacy rights and publicity rights. You agree that any information included in your User Content may be used in accordance with our Privacy Policy. The Company always has the right, in its sole discretion, to accept or reject any User Content.

G. Digital Wallets Connected to the Platform. You may use the Platform to connect a Digital Wallet to the Platform and link your User Profile to that Digital Wallet. The Company will not be liable or responsible for the connection of any Digital Wallet by you to the Platform or the linking of any Digital Wallet to your User Profile, and for your access and use of such Digital Wallet. You acknowledge and understand that:

- i. the Company does not have control over your Digital Wallet, and cannot be liable or responsible for any activity or transaction conducted via your Digital Wallet, whether initiated through the Platform's user interface or otherwise;
- ii. all actions taken or purported to be taken via your Digital Wallet (including the initiating of, or signing of, any transactions) will be automatically deemed to have been conducted and authorised by you. The Company and the Platform will not be able to verify the veracity or authenticity of such transactions or prevent such transactions from occurring.
- iii. in certain circumstances, such as if you lose or forget your password for your Digital Wallet, you may need to use a seed or recovery phrase to access any Digital Assets stored in your wallet (the "**Seed Phrase**"). You are solely responsible for the retention and security of your Seed Phrase. Your Seed Phrase is the only way to restore access to the Digital Assets stored in your Digital Wallet if you lose access to your Digital Wallet. Anyone who knows your Seed Phrase can access, transfer or otherwise deal with or dispose of your Digital Asset. If you lose your Seed Phrase, you may not be able to access, transfer or otherwise deal with or dispose of your Digital Asset. You acknowledge that certain methods of securing your Seed Phrase, such as storing it as a digital file anywhere, including on your personal device or on a cloud storage provider, increase the risk that your account or Seed Phrase will be compromised. You further acknowledge that you will not share with us nor any other third party any password or Seed Phrase that relates to your use of the Digital Wallet, and that we will not be held responsible if you do share any such password or phrase, whether you do so knowingly or unknowingly. For the avoidance of doubt, we take no responsibility whatsoever for any theft of a secret recovery phrase that involved intrusion through any means into your personal device or a cloud provider's data repository.

- iv. You acknowledge and agree that we do not store and is not responsible in any way for the security of your Seed Phrase and you agree to hold us, our affiliates, representatives, agents and personnel harmless and that no such party shall be liable in any way in the event you lose your Seed Phrase and cannot access, transfer, use or otherwise deal with or dispose of your Digital Assets. You bear sole responsibility for any loss of your Digital Assets due to failure to retain and/or secure your Seed Phrase.
- v. Digital Wallets provided by Third Party Providers shall be subject to the terms and conditions of such Third Party Providers. The Company has no control or responsibility over Digital Wallets provided by Third Party Providers.

H. **Information available on the Platform.** Information that is made available on or through the Platform (including without limitation, information relating to sporting events or competitions, social or recreational events, current affairs, Digital Assets (including but not limited to supply, volume, trends and/or value of such Digital Assets) and other matters are obtained and/or sourced from external sources managed by Third Party Providers and has not been independently verified by the Company. In respect of information relating to Digital Assets, the Platform aggregates and publishes publicly available information relating to the blockchain and Digital Assets in a manner and format which we feel is easy to read and understand. Such information is also independently available from other sources—for example, a person may directly review transaction history, wallet activity or wallet / account balances and on a blockchain explorer. In providing information about Digital Assets, the Platform associates or presumes the association of a relevant Digital Asset's name, ticker, symbol or logo with a specific smart contract deployed to one or more blockchain systems. In making such associations, the Platform relies upon third-party resources which may not be accurate or may not conform to a given User's expectations. Multiple smart contracts can utilize the same Digital Asset name, ticker, logo or symbol as one another, meaning that the name, ticker, logo or symbol of a Digital Asset does not guarantee that it is the token desired by the User or generally associated with such name, ticker, logo or symbol. Users must not rely on the name, symbol, ticker or branding of a Digital Asset on the Platform, but instead must perform your own due diligence and research, including without limitation, examining the specific smart contract associated with the name, symbol, ticker or branding and confirm that the relevant Digital Asset accords with User's expectations. Any information provided on or through the Platform shall not be considered or construed as financial advice, investment advice, tax advice, legal advice, or any other sort of advice. No representation or warranty, express or implied, is made as to the fairness, accuracy, timeliness, quality, origin, ownership or completeness of the information made available on this Platform, and is provided only for general informative purposes, and no reliance should be placed on it. The Company shall not be responsible or liable to you for any use of, or reliance placed on, the information made available on or via the Platform. We shall not be liable for any errors, misrepresentations, or omissions in, of, and about, the information, nor for the availability of the information.

I. **Progress Tracking Feature.** From time to time, the Company may provide features that track your progress or record your activity and profile on the Platform as part of the Progress Tracking feature, and to incentivise, and track, your participation on our Platform and in our ecosystem. Such features may include the issuance of points, rewards, benefits and incentives, and/or the conducting or issuance of various challenges, quests, mini-games or other activities that you may be able to participate in. We may also issue rewards, points, gifts or other benefits and incentives at our sole discretion (whether randomly or otherwise). Progress Tracking is provided for your information and entertainment only, and shall not be deemed as having any intrinsic value or entitling you to any reward, status or benefit. Such Progress Tracking may be reset regularly, and changes in the server status (such as server maintenance or server refreshes) may result in your Progress Tracking being reset, unsaved or lost. The Company shall not be liable or responsible to you or any third party in the event that your Progress Tracking is reset, unsaved or lost.

4. Restrictions on Use of Platform and Features

A. **Restrictions.** The Company may suspend or revoke your license to use the Platform or any Services or Content made available thereon if you violate, or assist others in violating, the restrictions and limitations set forth below. You agree that you will not, in whole or in part or under any circumstances, do any of the following:

- i. **Unauthorized Derivative Works:** Copy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Platform or the Services (or any Content made available thereon).
- ii. **Prohibited Commercial Uses:** Exploit or use in a manner for commercial purposes, in its entirety or individual components, the Platform (or any Content made available thereon) for any purpose not expressly authorized by the Company, including, without limitation (i) accessing and using the Platform at commercial establishments; (ii) using the Platform to advertise, market, provide or sell any third-party product or service; (iii) performing in-Platform services including, without limitation, account boosting or resource-farming or botting or similar activities, whether in exchange for payment or otherwise; (iv) communicating or facilitating (by text, through the Social Feature, or otherwise) any commercial advertisement, solicitation or offer through or within the Platform or (v) organizing, promoting, facilitating, or participating in any event involving wagering on the outcome, or any other aspect of, activities within the Platform, whether or not such conduct constitutes gambling under the laws of any applicable jurisdiction, without authorization.
- iii. **Cheating:** Create, use, offer, promote, advertise, make available and/or distribute the following or assist therein:
 1. **exploits;** i.e. methods not expressly authorized by the Company (whether accomplished using hardware, software, a combination thereof, or otherwise), influencing and/or facilitating use of any Service or Content in a manner that is unintended by the Company, including exploits of any bugs in any Service or Content in the Platform, and thereby granting you and/or any other User an undue and unfair advantage over other Users not using such methods;
 2. **bots;** i.e. any code and/or software, not expressly authorized by the Company, that allows the automated control of your User Account or any Service or Content of the Platform;
 3. **hacks;** i.e. accessing or modifying the software of the Platform (or any Service or Content made available therein) in any manner not expressly authorized by the Company; and/or
 4. any code and/or software, not expressly authorized by the Company, that can be used in connection with the Platform, any Service, any Content and/or any component or part thereof which changes and/or facilitates the feature or functionality of the same;
- iv. **Data Mining:** Use any unauthorized process or software that intercepts, collects, reads, or “mines” information generated or stored by the Platform (or any Service or Content made available therein); provided, however, that the Company may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.
- v. **Unauthorized Connections:** Facilitate, create or maintain any unauthorized connection to the Platform (or any Service or Content made available therein) including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Platform (or any Service or Content made available therein); and (ii) any connection using third-party programs or tools not expressly authorized by the Company.
- vi. **Transfers:** Attempt to sell, sublicense, rent, lease, grant a security interest in or otherwise transfer any copy of the Platform (or any Service or Content made available therein) or component thereof, or your rights to the Platform (or any Service or Content made available therein) to any other party in any way not expressly authorized herein.
- vii. **Disruption / Harassment:** Engage in any conduct intended to disrupt or diminish the social experience for other Users, or disrupt operation of the Company’s Platform (or any Service or Content made available therein) in any way, including:
 1. Disrupting or assisting in the disruption of any server, equipment, hardware or computer system used to support the Platform (or any Service or Content made available therein) or interfering with, disrupting, negatively affecting or inhibiting other Users from enjoying the Platform or any Service or Content made available therein, or in any action or conduct that could damage, disable, overburden, or impair the functioning of the Platform, Service or Content made available therein. ANY ATTEMPT BY YOU TO DISRUPT THE

PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PLATFORM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

2. Harassment, "griefing," abusive behaviour or chat, conduct intended to unreasonably undermine or disrupt the Platform experiences of others, deliberate inactivity or disconnecting, and/or any other activity which violates these Terms.
 3. Post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other similar form of solicitation within the Social Features or the Platform.
- viii. **Violation of Laws:** Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any applicable law or regulation (including without limitation any applicable anti-gambling, gambling-control, anti-money laundering, anti-proliferation and anti-terrorism financing laws and sanctions programs, including, without limitation, the U.S. Bank Secrecy Act and those enforced by the U.S. Department of Treasury's Office of Foreign Assets Controls and any other Export Control Laws and those of the British Virgin Islands).
- ix. **Violation of Policies:** Access or Use the Platform or any Service or Content provided therein to violate or attempt to violate any policies of the Company.
- x. **Violation of Proprietary Rights:** Use the Platform or Services in any manner that violates, misappropriates, or infringes the rights of the Company, our licensors, our Users, or others, including privacy, publicity, intellectual property, or other rights.
- xi. **Impersonation.** Use the Platform, Services or any content that involves falsehoods, misrepresentations, or misleading statements, including impersonating someone.
- xii. **Circumvention of Security.** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party to protect the Platform, or any Service or Content.
- xiii. **VPN.** Disguise your location through IP proxying, VPN or other methods.
- xiv. **Circumvention of Content Filtering.** Circumvent any content-filtering techniques, security measures or access controls employed on the Platform or any Service or Content) in any manner.
- xv. **Illegal or Manipulative Trading Practices.** Engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities in any Digital Asset, including without limitation:
1. trading at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity, unduly or improperly influencing market prices or establishing a price which does not reflect the true state of the market;
 2. trading without changes in material beneficial ownership for the purpose of creating or inducing a false or misleading appearance of trading activity or creating or inducing a false or misleading appearance with respect to market conditions;
 3. participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing market prices;
 4. transacting in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions, in each case, if such transactions do not comply with all laws, rules and regulations applicable to the parties and assets engaged therein; or
 5. engage in any money laundering, terrorist financing, or other illegal activities; and
- xvi. Encourage or enable any other individual to do any of the foregoing.
- B. You agree to comply with all applicable U.S. and non-U.S. export control and trade sanctions laws ("**Export Laws**").

- C. Without limiting the foregoing, you may not use the Platform or any Service or any Content if:
- i. you are in, under the control of, or a national or resident of Cuba, Democratic Republic of Congo, Iran, North Korea, Sudan, Somalia, Syria, Venezuela, Yemen, Zimbabwe or any other country subject to United States embargo, UN Security Council Resolutions, HM Treasury's financial or other sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial or other sanctions regime; or
 - ii. you intend to supply the Platform or any Service or any Content to Cuba, Democratic Republic of Congo, Iran, North Korea, Sudan, Somalia, Syria, Venezuela, Yemen, Zimbabwe or any other country subject to United States embargo or HM Treasury's financial or other sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial or other sanctions regime.
- D. Additionally, the Platform (and any Service or Content available thereon) is not made available to persons (whether a natural person or a legal entity) residing, domiciled or incorporated in the following jurisdictions:
- (a) Algeria;
 - (b) Australia;
 - (c) Bangladesh;
 - (d) Belgium;
 - (e) Belarus;
 - (f) Bolivia;
 - (g) Burundi;
 - (h) Burma (Myanmar)
 - (i) Cote D'Ivoire (Ivory Coast);
 - (j) Crimea and Sevastopol;
 - (k) Denmark;
 - (l) Ecuador;
 - (m) France;
 - (n) Germany;
 - (o) Italy;
 - (p) Iraq;
 - (q) Japan;
 - (r) Liberia;
 - (s) Libya;
 - (t) Mali;
 - (u) Morocco;
 - (v) Nepal;
 - (w) Netherlands;
 - (x) Spain;
 - (y) Singapore;
 - (z) South Korea;
 - (aa) Turkey;
 - (bb) United States of America; or
 - (cc) any jurisdiction in which the entry into these Terms or the use of the Platform is prohibited by applicable law.
- E. In addition to the geographical restrictions in Sections 5(C) and 5(D) above (the "**Restricted Jurisdictions**"), we reserve the right to refuse customers from any other country.
- F. Particular Services and Content may also not be available in certain countries due to regulatory, licensing and local restrictions.
- G. We may deploy technological solutions (such as geo-blocking) to prevent persons located in Restricted Jurisdictions from registering an account and/or otherwise being able to access, or to use, the Platform or Services. You acknowledge and agree that we will not be responsible to you for, and that you will indemnify and hold us harmless for and in relation to, any losses suffered by you as a result of your attempting to access the Platform or Services from within a Restricted

Jurisdiction, including by way of any means designed to circumvent any controls or technological solutions that we may have in place from time to time, and which are intended to prevent or limit such access. You accept and acknowledge that we reserve the right to detect and prevent the use of prohibited techniques, including but not limited to fraudulent transaction detection, examination of your device properties, detection of geo-location and IP masking, transactions and blockchain analysis.

- H. By accessing the Platform (or any Service or Content found thereon), and entering into this agreement, you confirm that you are not located in a Restricted Jurisdiction or a jurisdiction in which it is illegal to use the Platform (or any Service or Content found thereon).
- I. We reserve the right to terminate or limit any person's User status or access to or use of the Platform at any time, without or without notice, as determined in our sole and absolute discretion. Such terminations and limitations may be based on any factor or combination of factors, including a person's identity, blockchain address, IP address, internet service provider, virtual provider network provider, metadata, browser software, device type, wallet application, wallet device, region of citizenship or residence or current location, or suspicion that User has engaged or intends to engaged in any of the restrictions set out above.

5. Payment, Gas Fees and Taxes

- A. You may be charged fees or charges to access or use some of the Services on the Platform, including fees without limitation:
 - i. such fees for the utilisation of the Platform (the "**Platform Fee**") on all transactions made on or via the Platform (each a "**Platform Transaction**"). We reserve the right to change or revise the Platform Fee at any time, and any changes or revisions to the Platform Fee will be published on the website and/or be updated within these Terms. It is your responsibility to take note of any changes or revisions to the Platform Fee, and any Platform Transaction conducted by you after the Platform Fee is revised shall constitute your acceptance of such revised Platform Fee; and
 - ii. gas fees or transaction fees charged on the deposit, withdrawal, conversion, swaps or other transactions relating to the Digital Assets carried out via any Services or other fees or charges imposed by Third Party Providers when you use their Dapps ("**Third Party Fees**"). Gas fees are paid to the third parties and/or network of computers that operate the blockchain and/or process the transactions and are not paid to us. Kindly note that such Third Party Fees often fluctuate based on a number of factors, all of which are not under our control, and may therefore change at any time without notice.
- B. By using the Services, you agree to pay any such fees or charges (including the Platform Fee and the Third Party Fees) imposed for the use of such Services.
- C. Although the Company or the Third Party Provider endeavours to provide an accurate estimate of the final quote, any such information only represents an estimation of the applicable fees or charges (such as the Platform Fee and/or the Third Party Fees), which may vary from the fees or charges actually paid to use the relevant Service and/or interact with the relevant blockchain or any other network with which the relevant Service and the Platform are compatible.
- D. Any transactions or payments made through any Service via the Platform will be processed through the blockchain or such other payment gateway or process as may be determined by us or by the relevant Third Party Provider (collectively, the "**Payment Process**"). We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions made via the Payment Process. You acknowledge that we have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions you made via any Service, including, but not limited to, instances where your payment was not properly processed on the Payment Process or where payment was erroneously made to an unintended recipient. It is solely your responsibility to confirm that your payment for any Platform Transaction has been processed and completed successfully. We do not provide refunds for any fees, payments or Platform Transactions that you might make on or through the Platform. Please note that the use of some payment methods may involve additional

fees. Your bank or payment service provider may also charge you additional fees for making transfers or converting currencies.

- E. All amounts payable by you under these Terms will be paid to us without set-off or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we use commercially reasonable efforts to communicate updated fees and charges through our Platform, or other public channels. We may increase or add new fees and charges for any existing Services you are using by using commercially reasonable efforts to notify Users through our Platform, or other public channels.
- F. You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the “**Taxes**”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), 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, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including gas fees) made to us pursuant to these Terms.

6. Ownership of Intellectual Property

- A. The Platform and the Services and Content contained therein, including any BRKT Trademarks (defined below), media, web applications, mobile applications, software, computer code, metadata, materials, design, text, images, photographs, illustrations, animation, content, text, media files, artwork, graphic material, databases, proprietary information, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all Intellectual Property Rights therein (all of the foregoing, individually and collectively, the “**BRKT Assets**”), are our property and/or where applicable, the property of our licensors or suppliers. The Platform may contain materials licensed by third-parties to the Company, and these third-parties may enforce their ownership rights against you in the event that you violate these Terms. Nothing in these Terms shall be interpreted as granting any license of Intellectual Property Rights of the BRKT Assets to you other than as explicitly set forth in these Terms. You may not remove, delete or obscure any trademark notice, copyright notice or other intellectual property notice in any part of the Platform. You may not do anything that infringes, violates or misappropriates the exclusive rights belonging to us.
- B. Under these Terms, “**Intellectual Property Rights**” refer to patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. “**BRKT Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with the Platform, including the “BRKT” name or products or service developed by us.
- C. The animations, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Platform are service marks, trademarks and/or trade dress that belong to us and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by us in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits the Platform, the “BRKT” name or the Company.

- D. You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform, the Services or any Content through the email address provided at the end of these Terms (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.

7. Third-Party Providers And Services

- A. The Platform and any Services made available thereon may contain software or services provided by or links to third-party services ("**Third-Party Content**"). We make no warranties or representations, express or implied, in respect of the availability, functionality or content of such Third-Party Content, and you agree that the Company shall not be liable for any loss or damages arising from or in connection with your use of any third-party services. You may be subject to the terms and policies of such relevant third-parties.
- B. When you use the Platform and any Service and any Content made available thereon, you may also be using the functionality, application, software or service of one or more Third Party Providers. Your use of those and other third-party functionality, application, software or service (each a "**Third-Party Service**") will be subject to the privacy policies, terms of use and similar policies and terms, and fees of those Third Party Providers. You agree that the Company shall not be liable for any loss or damages arising from your use of or the breach thereof of any Third-Party Service. We have no responsibility for any Third-Party Content or any Third-Party Service that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on Third-Party Content or to use a Third-Party Service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws. Dealing or correspondence with any third party that provides such content or services is solely between you and that third party. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Content and Third-Party Service at any time without notice.
- C. The Platform and any Service and any Content made available thereon may contain links to Third-Party Services (including, without limitation, Dapps), and may leverage or plug into such Third-Party Services to enable certain features. When using a Dapp or other Third-Party Service, you understand that you are at no time transferring your Digital Assets or private keys to us. We provide the Platform (and the Service and/or Content made available thereon) and access to other Third-Party Services only as a convenience, and we do not have control over their content, and we do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or functionality made accessible via the Platform or by those Third Party Providers (including any related website, resources or links displayed therein). We make no warranties or representations, express or implied, about the Platform (including any Content or Service made available thereon) or such linked Third-Party Services, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of the Platform and any Service and any Content made available thereon including any third-party website, applications, or resources. When you click such links, we may not warn you that you have left our Platform.
- D. We may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use and privacy policies of those platforms and related services. We have no control over such social media platforms or related services, and they are deemed Third-Party Services under these Terms.

8. Data Protection and Privacy.

A. In the course of your access and/or use of the Platform or any Service, we may be required to collect, use, disclose and/or process certain data (including personal data) belonging to you. In this regard, we will collect, use, disclose and/or process your personal data in accordance with applicable data protection and privacy laws, and as set out in our Privacy Policy.

9. Limited Warranty and Disclaimer.

A. GENERAL:

- i. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON ARE PROVIDED ON AN "AS IS", "UNDER DEVELOPMENT", "WITH ALL FAULTS" AND "AS AVAILABLE," BASIS FOR USE, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED OR ERROR-FREE USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- ii. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES, NOR ITS SUPPLIERS, THIRD PARTY PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY OR THEFT OR MISAPPROPRIATION OF PROPERTY OR ANY OTHER THEORY (EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; THE USE OR THE INABILITY TO USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON; ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- iii. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE ACCURATE, (III) THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON WILL BE SECURE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT.
- iv. THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF ANY DIGITAL WALLETS OR OTHER APPLICABLE BLOCKCHAIN, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN OR COMPROMISED PASSWORDS OR SEED PHRASES OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) INTELLECTUAL PROPERTY INFRINGEMENT BY THE USERS; (E) 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 PLATFORM AND ANY SERVICE AND ANY CONTENT MADE AVAILABLE THEREON.

B. DIGITAL ASSETS RELATED DISCLAIMERS

- i. The Company and the Platform and the Services could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit your ability to access or use the Platform, the Services, or other applicable blockchain.
- ii. You acknowledge and agree that blockchain and decentralized technologies are an emerging technology and progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to smart contracts, Digital Assets, the Platform, and the Services which could result in the theft or loss of your cryptographic tokens or property, among other potential consequences. By using the Platform and any of the Services you acknowledge and agree to undertake these risks.
- iii. You acknowledge and agree that such Digital Assets, blockchain technologies and associated 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 BRKT network or other applicable blockchain. The Company does not invite or make any offer to acquire, purchase, sell, transfer or otherwise deal in any Digital Asset. Third parties may provide services involving the acquisition, purchase, sale, transfer or exchange of Digital Assets; the Company does not provide any such service and does not undertake any liability in connection thereto. You acknowledge and agree these risks and represent that the Company cannot be held liable for changes and fluctuations in value or increased costs.
- iv. The Company is a developer and provider of software. The Company is not a broker, fund management agency, fund manager, financial institution nor is it a dealer or arranger, nor does it operate a Digital Asset exchange platform or offer trade execution or clearing

services and, therefore, has no oversight, involvement, or control concerning the transactions you choose to conduct via the Services. All transactions between Users are executed and conducted peer-to-peer directly on the Third Party Service via the BRKT (or other network) addresses through smart contracts. You are responsible for complying with all laws that may be applicable to or govern your use of the Services, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("**CFTC**"), the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission ("**SEC**"), the Securities and Futures Act and the Payment Services Oversight Act overseen by the Monetary Authority of Singapore and all foreign laws that apply to you and your use of such Services.

- v. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections failure or problems, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, the Services or other applicable blockchain for processing transactions, however caused.
- vi. You acknowledge and agree that the Platform, and the Services and Contents made available thereon are software code and are subject to flaws and acknowledge that you are solely responsible for evaluating any smart contract, code provided by the Platform and/or the Services and Contents made available thereon and the trustworthiness of any third-party websites, products, smart-contracts, or content you access or use through the Platform. Like all software, the Platform and the Services may be subject to exploits. The Company is not and will not be responsible for exploits of any kind. While the Company has taken a number of precautions to maintain the security of the Platform and the Services respectively, this is a nascent technology and it is not possible to guarantee that the software codes or any smart contracts are completely free from vulnerabilities, bugs or errors. You accept all risks that arise from using the Platform and the Services, including, and not limited to, the risk of any funds being lost due to a failure or exploit of the Platform or any of the Services. You further expressly acknowledge and agree that the Digital Assets or other blockchain applications can be written maliciously or negligently, that the Company cannot be held liable for your interaction with such Digital Assets applications and that such applications may cause the loss of property or even identity. This warning and others later provided by the Company in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Platform or any Service or Content made available thereon.
- vii. Any and all information provided in connection with your access and use of the Platform (or any Service or Content made available thereon), including without limitation any User Content or User Opinion, should not and may not be construed as legal, tax, investment, financial, professional or other advice. You should not take, and should refrain from taking, any action based on any information contained on the Platform (or any Service or Content made available thereon), or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, tweets and videos. Before you make any financial, legal or other decisions involving the Platform (or any Service or Content made available thereon) or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the Privacy Policy).
- viii. The following risks are associated with Digital Assets, the Platform, the Services and blockchain based technologies in general: the risk of losing private keys, theft resulting from third parties discovering your private key, value fluctuation of Digital Assets on the secondary market, disruptions to the blockchain(s) caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other

disruption to the blockchain(s), or errors, bugs, or vulnerabilities in the smart contract code associated with a given Digital Asset or transactions involving Digital Assets.

- ix. 'Upgrades, forks or changes to the blockchain or a change in how transactions are confirmed on the blockchain may have unintended, adverse effects. In the event of a change to an underlying blockchain network, or other network disruption, resulting in a fork of the existing blockchain into one (or more) additional blockchains, the Platform and the Services may not halt and stop functioning. In addition, in the event of a fork, transactions on the network may be disrupted, including transactions involving the Platform and the Services.

10. Limitations of Liability. To the fullest extent allowed by applicable law, the Company, its parent, subsidiaries, Third Party Providers and affiliates shall not be liable for any loss or damage arising out of your use of, or inability to access or use, the Platform or Services. The Company liability shall never exceed the total Platform Fees paid by you to the Company during the six (6) months prior to your making a claim against the Company, or USD\$100, whichever is lower, unless applicable law explicitly disallows this limitation, in which case the Company's liability shall be limited to the fullest extent permitted by applicable law.

11. Indemnity. You hereby agree to defend and indemnify the Company, its parent, subsidiaries, Licensors and affiliates against and from any third party claims, liabilities, losses, injuries, damages, costs or expenses incurred by the Company arising out of or from any violation by you of these Terms or your misuse of the Platform or Services.

12. Equitable Remedies. You agree that the Company would be irreparably damaged if the sections of these Terms were not specifically followed and enforced. In such an event, you agree that the Company shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event you breach these Terms; and that the awarding of equitable relief to the Company will not limit its ability to receive remedies that are otherwise available to the Company under applicable laws.

13. Amendments and Variations.

A. Alterations to the Terms.

- i. **The Company's Rights.** The Company may create updated versions of these Terms (each a "New Terms") as its business and the law evolves.
- ii. **New Terms.** These Terms will terminate immediately upon the introduction of a New Terms. New Terms will not be applied retroactively and cannot alter the process for resolving a Dispute between us once you have notified the Company of a Dispute. If you do not wish to be bound by New Terms, you must immediately cease using the Platform all Services. Your continued use of the Platform or the Services after the Company has published any New Terms constitutes acceptance by you of the New Terms.

14. Term and Termination.

A. Term. These Terms are effective upon your first access and use of the Platform, and shall remain in effect until it is terminated or superseded by a New Terms, or, if neither of the foregoing events occur, as long as you continue using the Platform.

B. Termination

- i. The Company reserves the right to terminate these Terms at any time for any reason, or for no reason, with or without notice to you. For purposes of explanation and not limitation, most access and usage suspensions and terminations are the result of violations of these Terms. In case of minor violations of these rules, the Company may provide you with a prior warning and/or suspend your use of the Platform due to your non-compliance prior to terminating these Terms.
- ii. In the event of a termination of these Terms, you will continue to be able to access and use your Digital Wallet, but you may need to do so through means outside of the Platform (for

example, a browser extension). In addition, you will not be able to use the Platform. The Dispute Resolution provisions of these Terms will survive termination and apply to all Disputes that arose or could have been initiated prior to termination.

15. Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY

- A. **APPLICABILITY OF THIS DISPUTE RESOLUTION POLICY.** This binding individual arbitration section will not apply to the extent prohibited by the laws of your country of residence. To the fullest extent allowed by applicable law, you and the Company agree to submit all Disputes between us to individual, binding arbitration. A “**Dispute**” means any dispute, claim, or controversy (except those specifically exempted below) between you and the Company that relates to any aspect of our relationship, including, without limitation, your use or attempted use of the Platform (including any Service or Content made available thereon), and all marketing related to them, any licensed content, and all matters arising under these Terms, the Company’s Privacy Policy, or any other agreement between you and the Company, including the validity and enforceability of this agreement to arbitrate. A Dispute shall be subject to binding, individual arbitration regardless of whether it is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. This includes claims that accrued before you entered into these Terms. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.
- B. **INFORMAL NEGOTIATION PERIOD.** In an effort to accelerate resolution and reduce the cost of any Dispute related to, or arising out of, these Terms, you and the Company agree to first attempt to negotiate any Dispute (except as set out in Section 16.F. below) informally for at least thirty (30) days before either party initiates any arbitration or court proceeding. **Notice must be provided within one (1) year of the Dispute having arisen, but in no event after the date on which the initiation of legal proceedings would have been barred under the applicable statute of limitations. The failure to provide timely notice shall bar all claims.**
- i. Negotiations will begin upon receipt of written notice by the party raising the Dispute. The Company will send its notice to your e-mail address or otherwise contact you via the registered telephone number that you have provided to us.
 - ii. You will send your notice to the Company at PROVINCIA 01 SAN JOSE, CANTON 01 SAN JOSE, MATA REDONDA, BOULEVARD ERNESTO ROHRMOSER, EDIFICIO SABANA BUSINESS CENTER, PISO DOCE.
- C. **BINDING ARBITRATION.** If a Dispute cannot be resolved through negotiations, either you or the Company may elect to have the Dispute finally and exclusively resolved by binding arbitration. The provision by you of a notice to the Company, containing all of the information referenced above, and your good-faith participation in the Informal Negotiation Period, are prerequisites to commencing arbitration.
- i. Any dispute as to any matter arising under, out of or in connection with this Agreement (including but not limited to any question regarding its existence, validity or termination) shall be referred to and finally and exclusively determined by arbitration in **Costa Rica at the International Centre for Conciliation and Arbitration (“CICA”)** in accordance with the Arbitration Rules of the **CICA** for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman (or equivalent position) of the **CICA**. The language of the arbitration shall be English. The award by the arbitrator shall be valid, final and binding on each of the Parties. The Parties shall have the right to seek interim injunctive relief from a court of competent jurisdiction, both before and after the arbitrator has been appointed, at any time up until the arbitrator has made its final award. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and the Company shall be responsible for their respective attorneys’ fees and expenses.
 - ii. **THE ARBITRATION PROCEEDINGS DESCRIBED HEREIN WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.** The arbitrator may not consolidate disputes against the Company

by other individuals or entities unless the Company expressly consents to such consolidation. These Terms provide no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through proceedings on a class or representative basis or using class action procedures. The arbitrator may award any relief that is permitted by applicable law with respect to your individual claim, but to the maximum extent permitted by applicable law, may not award relief against the Company respecting any person other than you.

- D. **CLASS AND COLLECTIVE ACTION WAIVER.** To the fullest extent allowed by applicable law, you and the Company agree that neither you nor the Company may participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or for any non-arbitrable claim pursued in court. The arbitrator and any court shall construe the agreement to arbitrate and the agreement to waive class or collective actions in any manner that will render them enforceable and give them effect. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then entirely void. If any portion of these Terms other than the class action waiver is found illegal or unenforceable, such portion shall be severed and the remainder of these Terms shall be given full force and effect. Any Dispute subject to any such portion of these Terms shall be decided by the arbitrator.
- E. **GOVERNING LAW.** Unless these Terms include express language to the contrary, all Disputes shall be governed by and construed under the laws of Costa Rica without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. This paragraph will be interpreted as broadly as applicable law permits.
- F. **EXCEPTIONS TO NEGOTIATIONS AND ARBITRATION.** You and the Company agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration:
- i. any Dispute seeking to enforce or protect, or concerning the validity of, any of the Company's intellectual property rights;
 - ii. any Dispute related to, or arising from, claims that the other party has committed piracy;
 - iii. individual actions duly filed in a small-claims court of competent jurisdiction on a non-representative basis; any claim within the jurisdictional limits of the small claims courts;
 - iv. enforcement actions pursued through a governmental agency if permitted by applicable law;
 - v. the Company's right to seek injunctive relief to preserve the status quo pending or during an arbitration.

Claims excluded from arbitration under this section are subject to the choice of law, forum selection, and jury waiver clauses set forth in these Terms.

16. Data Analytics.

We may collect information from our users through the Platform in order to better understand their needs and usage patterns, which can be used to inform future improvements to the Platform and provide a more personalized experience. Information being collected may include, without limitation, the following:

- Users, pageviews, sessions
- Source (e.g. google, social, direct)
- Time spent on site
- Users info (country, browser language)

17. General.

- A. You understand and agree that the Platform may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred in contravention of applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). You represent and warrant that you (1) are not subject to any sanctions or export restrictions (including without limitation, U.S. or UN imposed sanctions or export restrictions) and otherwise are eligible to utilize the Platform under applicable laws and regulations; (2) are not located or ordinarily resident in a country or region subject to comprehensive or near-comprehensive sanctions/embargo (including without limitation, U.S. or UN imposed sanctions or embargoes), unless your use of the Platform in such country or

region is authorized by applicable law; (3) are not an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party (e.g., Cuban Communist Party, Workers' Party of Korea) subject to U.S. or UN sanctions/embargo or any other entity in a sanctioned/embargoed country or region or subject to U.S. or UN imposed based sanctions/embargo; and (4) will not use the Platform in connection with an end-use prohibited by applicable law.

- B. The Company may assign these Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign these Terms without the Company's prior written consent. Your assignment of these Terms without the Company's prior written consent shall be void.
- C. The Company's failure to enforce a provision of these Terms shall not be construed as a (i) waiver of such provision, or (ii) diminishment of any right to enforce such provisions. Further, the Company's may choose to waive enforcement of a provision of these Terms in a particular instance; however, you are still obligated to comply with that waived provision in the future.
- D. Notices.
 - i. If to the Company:
resources@brkt.gg
 - ii. If to You. All notices given by the Company under these Terms shall be given to you either through written notice, email, or website blog post.
- E. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, such as natural disasters, unforeseen intrusions into our cyberspace, war, terrorism, riots, embargoes, acts of civil or military authorities, acts of God, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
- F. If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of these Terms shall be given full force and effect.
- G. These Terms, along with the Company's other applicable agreements located on [\[Insert Link\]](#), constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.
- H. Any provisions of these Terms that by its construction are intended to survive the termination of such Terms shall survive. This includes, without limitations, Sections 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18.

Last updated : 17 March 2025