

# TERMS AND CONDITION OF NFT SALE ("Terms")

## 1. GENERAL

1.1. These terms and conditions (hereinafter the "Terms") apply to any purchase, sale and use of KOG NFTs. These Terms are a legal agreement between you, as a buyer and subsequent holder, of the KOG NFT(s), associated to artistic image(s) (the "Digital Media") and to the Physical and/or Digital Utilities defined and regulated below under Article 3 (hereinafter jointly, the "NFT(s)"), regardless whether you are the first buyer of the Guardian NFT or if you are any subsequent holder (herein after, the "NFT Holder" or "you"), and Kings of Games d.o.o., VAT number SI 37535986, with registered office in Ulica gledališča BTC 2, 1000 Ljubljana, Slovenia (hereinafter, "KOG" or "we"), as the NFT owner.

1.2 Each Guardian NFT is a non-fungible token on the Polygon network. It should be noted and clear that the value of Guardian NFT is strictly related to Digital Media and to the Physical and Digital Utilities and has no intrinsic value itself.

1.3. These Terms completely replace any prior or contemporaneous agreements between you and KOG, whether oral or written.

1.4. There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms create any agency, partnership, or joint venture.

1.5. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion in connection with an acquisition, sale or merger.

1.6. Should any part of these Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision.

1.7. If any term or provision of this Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceable in any jurisdiction, such invalidity or illegality shall not affect any other term or provision of this Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

1.8 You hereby agree that we may communicate with you electronically and to the use of electronic signatures and records and to the electronic delivery of notices and records of transactions initiated or completed through the KOG Services. You further acknowledge and agree that by clicking on a button labelled "SUBMIT," "CONTINUE," "REGISTER," "I AGREE," "I ACCEPT" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract.

## 2. SALE OF GUARDIAN NFTs

2.1. The offer for the sale of NFTs takes place on the website <https://www.chess-universe.io> (hereinafter, the "Website") and it does not yet constitute a binding offer to conclude an agreement, but merely an invitation for you to submit a binding offer. KOG reserves the right to modify or have modified the types, prices, total amount of NFTs available and any other details of the NFTs at its discretion.

2.2. Any (financial) transactions that you engage in connection with the NFTs via the Website will be conducted in on the Polygon network. Any secondary marketplace will be conducted just on the Polygon network. We have no control over these transactions, nor do we have the ability to reverse any transactions. We have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Polygon network. Therefore, you should ensure you are aware of and agree to the terms and conditions that apply to (the use of) the Polygon network.

2.3. Polygon requires the payment of a transaction fee (a so-called "Gas Fee") for every transaction that occurs on the Polygon network. You will be solely responsible to pay the failed or unsuccessful transactions, excessive Gas Fees charged due to high demand,

complexity of transactions or due to bugs or technical malfunctions, or any loss of your Guardian NFT due to bugs or technical malfunctions.

2.4. You acknowledge and agree that a smart contract will be (fully) used to effectuate any sale and purchase of any NFT. You are not entitled to circumvent, tamper with or otherwise ignore, in whole or in part, the smart contract in any way in connection with a transaction of a NFT. Upon a successful purchase of a Guardian NFT via the minting website or (secondary) marketplace, the smart contract automatically and immediately executes the transaction of the Guardian NFT and the corresponding payment. By buying a NFT, you agree to pay to us all applicable fees, costs and royalties and authorize us to automatically deduct these amounts directly from your payment.

2.5. Given the nature of the Guardian NFT and technology that is used for transactions, the execution of the transaction on the Polygon network directly commences after your purchase of a Guardian NFT and entails that you will immediately obtain, have access to and will be able to reveal the Digital Media connected with the Guardian NFT when the transaction is successfully completed. You acknowledge and agree that by concluding a purchase of an Guardian NFT you lose any right of withdrawal that you may have in this regard, also with respect to the Physical and/or Digital Utilities (as defined below) that may be linked to and sold together with the NFT. Each payment is final and will not be subject to any refund, including any payment of transaction fees, even in the situation in which the underlying transaction would not be successful.

2.6. You are solely responsible for determining and paying all applicable taxes and duties which arise in connection with your use or transfer (initial or subsequent) of the Guardian NFT and your activities in respect of this Terms, including any value added (VAT), sales, or compensating use taxes, or other equivalent tax or duty wherever such taxes or duties may arise. If we are required to pay any taxes on your behalf, you will remit payment to KOG within five (5) days of notification by KOG.

2.7. Any website or (secondary) marketplace that is used for the purchase and sale of a Guardian NFT may impose its own terms and conditions that further govern your purchase or sale of a Guardian NFT. In the event of any conflict or inconsistency between these Terms and any other applicable terms and conditions, these Terms will prevail in your contractual relationship with KOG in connection with your purchase, sale and use of Guardian NFTs.

2.8 By clicking "I Accept" when presented with these Terms, you acknowledge that you have read, understand, and agree to be legally bound by these Terms, and represent that you have the legal capacity to be legally bound by them. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OR IF YOU ARE NOT AUTHORIZED OR ELIGIBLE TO BE BOUND BY THEM, you should not, and are not authorized to, access or use the Website.

2.9 NOTICE REGARDING DISPUTE RESOLUTION FOR U.S. USERS: PLEASE BE ADVISED THAT THESE TERMS CONTAIN AN AGREEMENT BY YOU TO PURSUE ANY CLAIMS, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US OR OUR AGENTS TO THE COMPETENT COURT WHEREBY (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US OR OUR AGENTS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

### **3. PHYSICAL AND DIGITAL UTILITIES**

3.1. In addition to the Digital Media, the Guardian NFT may be paired with both physical and/or digital contents and services (hereinafter, respectively, Physical and Digital Utilities). By purchasing the Guardian NFT you obtain the right to redeem the possibility to obtain the Physical and Digital Utilities connected to the Guardian NFT.

3.2 The Physical and Digital Utilities may be different depending on the Guardian NFT purchased. In order to redeem the Physical or Digital Utility, you may be asked to access a Website or Checc universe mobile app (hereinafter, the "KOG Website") and to enter the data which are necessary to guarantee you the allocation of the Physical or Digital Utility (e.g. Guardian NFT data, shipping address, etc.). The access to the Website and data

processing will be governed, respectively, by the Website Terms of Use and by the KOG Cookies and Privacy policies available on the Website.

3.3. You accept that deadlines may be set to redeem the Guardian NFT Physical and Digital Utilities. The deadlines, if any, will be clearly indicated in the description of the NFT on the Website.

3.4. Guardian NFT-related Physical and Digital Utilities, if any, will be specified in the description of each Guardian NFT available on the Website. To the maximum extent permitted by law and in accordance with the provision under Article 7.1. of the Terms, we only guarantee the Physical and Digital Utilities as stated in the description. We do not guarantee, by way of example and unless expressly provided for in the Guardian NFT description, that the events in which the Guardian NFT entitles you to participate will be held in your country. In any case, all charges and costs connected with each Physical or Digital Utility, other than the shipping costs of the physical products, and including, without limitation, the transfer costs to any event as well as insurance costs, shall be borne by the Guardian NFT Holder.

3.5. With respect to the Physical Utilities, KOG will not be liable if any custom authorities does not release the goods or otherwise does not make goods available for the purposes specified

3.6. Further details about the Digital (subject to article 3.8 of this Terms) and Physical Utilities may be released by KOG whenever, even after the Guardian NFT sale. You can find the updated details on the Website. If you have already redeemed the Physical and Digital Utilities, you will be also informed via email about their release. You agree to be solely responsible for the correct receipt of any information provided to you after the Guardian NFT sale.

3.7. The terms of delivery for the Physical Utilities shall be "Delivered At Place" (DAP) at the site indicated by you, according to "INCOTERMS 2020" - International Rules for the Interpretation of Trade Terms (ICC Pub. No. 723), provided that all essential shipping information has been supplied in full by you.

3.8 Guardian NFTs are a collectible non-fungible token, which may provide benefits to players of the Chess Universe mobile application developed by KOG. The features, maintenance, and access to the Chess Universe game will be in the sole discretion of KOG and subject to additional terms of service. As of the last update to these Terms, Guardian NFTs:

- may unlock additional gameplay features for Chess Universe players, including quests that lead to reward multipliers, boosted features, and Guardian "summoning" gameplay;
- may offer additional quests to their owners and, if these quests are completed, they boost (i.e., multiply) the amount of Relics that player receives. The magnitude of the boost is determined by the total rarity of the Guardian NTs, which is a combination of five parts: Crowns, Eyes, Heads, Bodies, and Legs. Each part has a rarity: Common, Rare, Epic, Legendary, and Mythic, with Mythic being the rarest type;
- may be unique or part of a limited series;
- may be subject to additional terms or qualifications as stated in the description of the Guardian NFTs; and
- are subject to applicable laws as in effect from time to time.

3.9 »Own« means your rights with respect to a Guardian NFT you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the applicable blockchain. You agree, in relation to any Guardian NFT that you Own, that you Own that Guardian NFT in accordance with any description which accompanies that Guardian NFT. KOG may, at its option, use third party Websites or wallet extensions (which may be owned or operated by third parties) to sell Guardian NFTs

3.10. You agree to adhere to any applicable terms of service or privacy policies applicable to the use of any Third Party Sites. Any information that you may provide to a Third Party Site during your use of the Website is subject to the Third Party Site's privacy policy, and your use of any Third Party Site included in the Website is governed by the terms of service of the applicable Third Party Site.

UNLESS STATED OTHERWISE IN THE DESCRIPTION OF THE APPLICABLE GUARDIAN NFT, AN NFT THAT YOU OWN WILL BE TRANSFERABLE, BUT ANY TRANSFEREE WILL BE SUBJECT TO THESE TERMS. GUARDIAN NFTS ARE TIED TO UNIQUE

EXPERIENCES WITHIN THE CHESS UNIVERSE GAME. YOU SHOULD NOT PURCHASE THE GUARDIAN NFTS WITH A VIEW TO INVESTMENT, RESALE OR SPECULATION. THERE CAN BE NO ASSURANCE AS TO THEIR PRESENT OR FUTURE VALUE, TRANSFERABILITY, OR MARKETABILITY.

3.11. You understand and agree that the Website and the KOG Mobile Apps and other services may be used only for lawful purposes consistent with their intended uses and in accordance with these Terms, and are available only for your personal, noncommercial use where your use is not prohibited by applicable laws and regulations. Failure to comply with any of the provisions in these Terms may result (at KOG's sole discretion) in the termination of your use of the Website and the KOG Services.

We reserve the right to require that you register with us or one of our Website partners in order to access the Guardian NFTs. If you are required to register an account with us or any such third party, you agree to provide accurate, current and complete information about yourself as part of that process.

When registering for the Website or third party services that facilitate access to the Website, you may be required to select a username and password, private key, or other form of secure authentication that will be used to access your account (collectively, "Access Credentials"). You are responsible for any use of your Access Credentials, whether by you or others. You agree to keep your Access Credentials confidential and not share them with anyone else. We are not liable for any loss or damage arising from your failure to protect your Access Credentials or any other personal information, including but not limited to loss of access to any NFTs. You authorize KOG to act on instructions received through use of your Access Credentials, and KOG may, but is not obligated to, deny access or block any transaction made through use of your Access Credentials without prior notice.

Once you Own any Guardian NFT, you are responsible for any loss or damage to, or loss of access to, the Guardian NFT and neither KOG shall have any liability in such circumstances, regardless of cause. You expressly understand and agree that your use of the Website and any Guardian NFTs is at your sole risk and that the Website and the Guardian NFTs are provided "as is" and "as available."

#### **4. TERMS OF SALE, GUARDIAN NFTs PRICES & ASSUMPTIONS OF RISKS**

4.1 All sales of Guardian NFTs are final. Once you have made a purchase of a Guardian NFT, you should promptly take the necessary steps to complete your transaction (e.g., activate or download any content, secure any seed phrase or corresponding private key, or take other steps required by third party services). We encourage the use of secure, offline storage measures for your NFTs. You may purchase Guardian NFTs using real or virtual/cryptocurrency, where multiple payment options are made available to you. You may resell or otherwise transfer a Guardian NFT that you Own where this is permitted by these Terms and applicable law. Any sale or transfer must provide for the transfer of all of your rights then outstanding with respect to such Guardian NFT. Anyone receiving such Guardian NFTs from you agrees to and is bound by these Terms.

4.2 The First- Gen Guardians will be comprised of Common Guardians, Rare Guardians, Epic Guardians, Legendary Guardians, and Mythic Guardians, each with different boosting powers. The boost will depend on the rarity of the Guardians. Each Guardian comprises five parts: Crown, Eyes, Head, Body, and Legs. Each part has a booster (multiplier) associated with it. The sum of each booster is the final in-game reward booster the user will have. There will be a limited supply of 6400 First-Gen Guardians, comprised of 2,560 Common Guardians, 1728 Rare Guardians, 1152 Epic Guardians, 640 Legendary Guardians, and 320 Mythic Guardians.

4.3 All of the First-Gen Guardians will have an ability to summon another Guardian. Summoning combines the Guardians' powers to create a new Guardian generation. It is very similar to breeding; however, Guardians are gender neutral, and the only thing the "offspring" inherits is the summoning probabilities.

4.4. Guardians need to merge their powers to summon a new Guardian. To avoid hyperinflating Guardians, the Guardians' energy supply is capped. After the energy supply is exhausted, summoning power is no longer available. Guardians do not disappear, nor do they get burned after Summoning a new Guardian. Even if the Guardians are not able to summon more Guardians, users will still be able to benefit from their booster powers.

4.5. ALL PURCHASES ARE FINAL. YOU HEREBY ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED OR LOST DIGITAL ASSETS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

4.6 Any fiat currency payments via credit cards or other means will be directed to our unaffiliated third-party payment processor. All bank, credit card, or other payment information is sent directly to and stored with the payment processor using its security protocols. We do not store your payment information on our systems and shall not have any responsibility for the safety or security of that information. We may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions including their privacy policies.

4.7. You understand that the value of the Guardian NFT, on the secondary market, may be extremely volatile. Fluctuations in the price or value of other digital assets could materially and adversely affect the value of your Guardian NFT. We cannot guarantee – and therefore we cannot be held liable – that any Guardian NFT will not lose or will gain value (or have any economic value whatsoever) or have any kind of functionality or fitness for a particular purpose.

4.8. You understand that the price of each Guardian NFT may be split between KOG and third parties in varying percentages of the gross amounts paid by you on the basis of the contractual relationship governing our relationship with the subjects directly or indirectly connected to the sell and/or the utilities of the Guardian NFT.

4.9. You acknowledge and agree that the foregoing amounts payable to KOG do not include, and are not intended to cover, any additional costs imposed or required by Polygon or other third-party services, including, but not limited to, gas costs.

4.10. You also understand that there are risks associated with blockchain transactions and Guardian NFTs including, but not limited to, the effects of varying laws and regulations, the risk of failure or instability of hardware, operating systems, internet connections and the risk of other technological malfunctions, the risk of virus introduction, fraud, counterfeiting and cyberattacks as a result of which third parties may obtain unauthorized access to your digital collectible or personal information, and that blockchain transactions are in principle irreversible as a result of which any losses due to fraudulent or accidental transactions may not be recoverable. By purchasing and selling Guardian NFTs you are accepting sole responsibility for any and all transactions in connection with your purchase or sale of Guardian NFTs.

## **5. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

5.1. You acknowledge and agree that KOG owns all rights, title and interest in and to any artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, recipes, formulas and other creative materials that may be associated with any Guardian NFT that you Own (collectively, "Creative Materials"), and all intellectual property rights therein. The rights that you have in and to the Creative Materials are limited to those expressly stated below. Notwithstanding any purchase of Guardian NFTs, all right, title, and interest in the KOG Intellectual Property (as defined below), including the Creative Materials and other Issuer Intellectual Property incorporated in any Guardian NFTs (including the Guardian NFTs that you Own) and including all copyrights, trademarks, and other intellectual property rights therein, are held by KOG or its licensors, and you agree not to infringe, violate or misappropriate those exclusive rights.

5.2. KOG grants you a limited, non-exclusive, non-transferable, revocable license to access and use the KOG grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website and any Guardian NFTs that you Own (including all software,

Creative Materials, content, virtual items and other material associated with the Guardian NFTs) for your own personal, non-commercial use only. You may not use the Website for any unlawful purpose. We reserve all rights in and to the Website and the Guardian NFTs not expressly granted to you under these Terms.

Without limiting the generality of the foregoing, subject to your continued compliance with these Terms, KOG grants you a limited, non-exclusive, non-transferable, royalty-free license to display the Creative Materials for Guardian NFTs that you Own, solely, for the following purposes:

- for your own personal, non-commercial use; or
- as part of a marketplace that permits the purchase and sale of Guardian NFTs (provided that the marketplace cryptographically verifies each Guardian NFT owner's right to display the Creative Materials to ensure that only the actual owner of the Guardian NFT can display the Creative Materials).

Website and any Guardian NFTs that you Own (including all software, Creative Materials, content, virtual items and other material associated with the Guardian NFTs) for your own personal, non-commercial use only. You may not use the Website for any unlawful purpose. We reserve all rights in and to the Website and the Guardian NFTs not expressly granted to you under these Terms.

Without limiting the generality of the foregoing, subject to your continued compliance with these Terms, KOG grants you a limited, non-exclusive, non-transferable, royalty-free license to display the Creative Materials for Guardian NFTs that you Own, solely, for the following purposes:

- for your own personal, non-commercial use; or
- as part of a marketplace that permits the purchase and sale of Guardian NFTs (provided that the marketplace cryptographically verifies each Guardian NFT owner's right to display the Creative Materials to ensure that only the actual owner of the Guardian NFT can display the Creative Materials).

5.3. For the sake of clarity, you understand and agree that You may not (and may not permit any third party to):

- modify the Creative Materials in any way, including without limitation, the shapes, designs, drawings, attributes, or colour schemes;
- use the Creative Materials to advertise, market, or sell any product or service (with the exception of a resale of an NFT as permitted by these NFT Terms and applicable law);
- use the Creative Materials in any manner which would constitute or amount to an endorsement of or relationship with any particular third party, entity, product, product category, charity or service;
- grant any third-party the right to use through the Creative Materials;
- use the Creative Materials in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- use the Creative Materials in movies, videos, or other forms of media, except solely for your own personal, non-commercial use;
- sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Creative Materials;
- attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Creative Materials except for the limited license granted pursuant to these NFT Terms; or

- otherwise use the Creative Materials for your or any third party's commercial benefit.

5.4. To the extent that the Creative Materials contain any intellectual property licensed from a third party, you will not have the right to use such third party intellectual property in any way except as incorporated in the Creative Materials (and subject to all of the restrictions set forth herein with respect to your use of the Creative Materials). The license granted in these Terms apply only to the extent you continue to Own the applicable Guardian NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of a Guardian NFT for

any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the Guardian NFT or the related Creative Materials. In addition, you agree that you shall not remove any proprietary notices or labels on or in the Issuer Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the NFTs or any other Issuer Intellectual Property.

5.5. It is strictly prohibited and a violation of these Terms to use any elements of the Digital Media and/or of the Physical and/or Digital Utilities separately or to create a similar or derivative materials. Such use constitutes a violation of these Terms as well as Intellectual Property infringement, which would cause monetary damages and irreparable harm to KOG.

5.6 The restrictions in this Section 5 will survive the expiration or termination of these Terms.

## **6.YOUR WARRANTIES**

6.1. You represent and warrant that:

- a) you are the age of majority that applies in the country where you live, or older;
- b) you have a high level of knowledge both of the technological aspects underlying NFTs and of the digital/traditional digital media and art market, and in this respect, you declare in a binding manner that you are an experienced user of NFT and Metaverse Websites and in any case operate as a professional in the relevant NFT sector and more generally with reference to the collectibles market;
- c) you will not use the Guardian NFT(s) and the Physical and Digital Utilities for any illegal, fraudulent or unethical purpose, including for purpose of money laundering, terrorist activities or other acts that directly or indirectly violate any applicable law;
- d) you will not use any proceeds of the sale of your Guardian NFT(s) or parts thereof for directly or indirectly facilitating or financing any of activities listed under b); and
- e) you are not subject of any international or national sanctions.

## **7.DISCLAIMERS AND LIMITATION OF LIABILITY**

7.1. To the maximum extent permitted by law, the Guardian NFT and the Physical and Digital Utilities are provided "as is" and "as available" and without any warranties, guarantees, duties, or conditions, statutory or otherwise, explicit or implied, of any kind.

7.2. Guardian NFTs are intangible digital collectibles. They exist only by virtue of the 'ownership' record maintained by third parties on a blockchain. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger of the relevant blockchain. We cannot affect (and we do not guarantee that we can affect) the transfer of title or right in any assets.

7.3. We, including our officers, agents, employees, licensors and its independent contractors and their employees, will not be responsible or liable to the maximum extent permitted by applicable laws to you for any losses that you incur as the result of your use of the Website, and/or any (secondary) marketplace or your wallet, including but not limited to any losses, damages or claims arising from (i) user error, such as forgotten passwords or erroneous transactions; (ii) server failure or data loss; (iii) corrupted wallet files; or (iv) unauthorized access or activities by third parties, including but not limited to, by the use of viruses, phishing, brute-forcing or any other cyberattack to the Website, any (secondary) marketplace, any wallet or your device(s).

7.4. You agree to hold harmless and indemnify KOG and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Website, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Website. You agree that KOG will have control of the defense or settlement of any such claims.

7.5. To the maximum extent permitted by applicable laws, in no event KOG, including its officers, agents, employees, licensors and its independent contractors and their employees, will be liable to you for any direct, indirect, incidental, consequential, special, punitive, or other similar damages, including but not limited to loss of revenues, lost profits, lost data or

business interruption or other intangible losses, arising out of or relating in any way to these Terms, the Guardian NFTs or the Physical and Digital Utilities, whether based on contract or law, and whether or not the KOG has been advised of the possibility of such damages.

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

## **8. REGULATORY UNCERTAINTY AND USE OF BLOCKCHAIN**

8.1 The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Website ecosystem, and therefore the potential utility or value of your Guardian NFTs. You accept and acknowledge that we will not be responsible for the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavourable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Guardian NFTs.

8.2 The Website does not store, send, or receive Guardian NFTs. This is because Guardian NFTs exist only by virtue of the ownership record maintained on the Website's supporting blockchain in the Polygon blockchain network. Any transfer of Guardian NFTs occurs within the supporting blockchain in the Network, and not on the Website. We do not make any promises or guarantees about the availability of Guardian NFTs or that it will host your or any other NFTs at any specific location and/or for any specific period of time. Upgrades to the Polygon blockchain, a hard fork or other change to the Polygon blockchain, a failure or cessation of the Polygon blockchain or its underlying cryptocurrency, or a change in how transactions are confirmed on the Polygon blockchain may have unintended, adverse effects on all blockchains using those or similar technologies, including the NFTs. We do not make any promises or guarantees related to the Polygon blockchain, or any other third parties related to the Guardian NFTs or the Website (including any of their respective applications and/or services, as well as to the continued availability of or the protection or storage of any data you provide to those parties). You accept and acknowledge that we will not be responsible for any loss of access to your Guardian NFTs due to loss of your private key(s), custodial error or purchaser error, mining attacks, hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties.

## **9. CHANGES TO THE TERMS**

8.1. We may make changes to the Terms from time to time. When we make changes, we will make the updated Terms available on the Website. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use of the Website after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not acquire the Guardian NFT.

8.2. We reserve the right to apply specific and different terms and conditions, by derogation to the Terms, in order to sale specific Guardian NFT or specific collection of Guardian NFTs. The content of such terms and condition will be made available on the Website.

## **10. TERMINATION**

10.1 We may, in our sole discretion at any time, for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of the Website and any Guardian NFTs. Termination may include, but not be limited to (a) removal of your access to, or listing of your Guardian NFTs on, the Website, (b) the deletion of all account information

related to the Guardian NFTs from the Website, and (c) barring any further use of or access to the Website by you.

## 11. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

11.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement and all issues related to Guardian NFTs shall be governed by and construed and enforced in accordance with the laws of Slovenia, without regard to its conflict of law provisions, with exclusive venue for any litigation or other dispute resolution proceeding to be held before the courts of Slovenia.

11.2 To resolve any dispute, controversy or claim between them arising out of or relating to this Terms, or the breach thereof, you agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the KOG.

11.3 If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction during such period, then You irrevocably and unconditionally submit to the exclusive jurisdiction and venue of Slovenian courts to resolve the dispute.

11.4 These Terms are a legally binding Agreement between you and KOG. This Terms are deemed a barter agreement as governed applicable Slovenian laws. It is concluded between you and the KOG.

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## TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE

These General terms and conditions for use of the Website (the "Terms of Website", or the "Terms") are an agreement between You and Kings of Games, razvoj mobilnih iger, d.o.o., Ulica gledališča BTC 2, 1000 Ljubljana, Slovenia, a limited liability company organized under the laws of Slovenia. These Terms of Website govern Your use of the Website. Privacy Policy is incorporated into these Terms by reference and forms a part of these Terms.

### 1. INTRODUCTION

BY ACCESSING OR USING THE WEBSITE YOU ACCEPT AND UNDERTAKE TO BE BOUND BY THESE TERMS OF WEBSITE. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT ACCESS AND/OR USE THE WEBSITE.

Before You use our Website, if You have any questions relating to these Terms, please contact Us through [info@chess-universe.net](mailto:info@chess-universe.net).

### Definitions

»**We/Us**« means Kings of Games, razvoj mobilnih iger, d.o.o., Ulica gledališča BTC 2, 1000 Ljubljana, Slovenia, a limited liability company organized under the laws of Slovenia and its affiliates and subsidiaries.

»**You**« means a visitor of the Website;

»**Visitors**« means the visitors of the Website collectively;

»**Terms**« means these General terms and conditions for the use of the; Terms are available at the bottom of the applicable Website or on the applicable URL: <https://chess-universe.io/terms>.

»**Cookies**« means small text files which our Website places on Your computer's hard drive to enable information about Your browsing session and to identify Your computer;

»**Personal information**« means any information regarding Your behavior on the Website or any other information submitted by You to Us voluntarily.

»**Privacy Policy**« means the privacy policy outlining our privacy and data protection practices for the use of the Website available at <https://chess-universe.io/privacy>.

"**Intellectual Property Rights**" includes the following, but is not limited to (wherever and whenever arising and for the full term of each of them): any patent, trade mark, trade name, service mark, service name, design, design right, copyright, database right, moral rights, know how, trade secret and other confidential information, rights in the nature of any of these items in any country, rights in the nature of unfair competition rights and rights to sue for passing off or other similar intellectual or commercial right (in each case whether or not registered or registrable) and registrations of and applications to register any of them.

## 2.

## ACCESS

### Use of the Website

You are provided with access to this Website (<https://chess-universe.io>) in accordance with these Terms.

By accessing this Website, you acknowledge and agree to comply with these Terms. Your use of the Website must not cause any harm to us, other visitors, or any third parties. We reserve the right to restrict or terminate your access to the Website without prior notice if you violate these Terms, abuse the Website, or use it in an unusual manner. In cases where we suspect illegal activity, compromise of data security or privacy, we reserve the right to prevent access to the Website.

We may temporarily suspend the Website when necessary, such as for maintenance, installation or amendment work, or due to legal requirements or other justifiable reasons. We will ensure that the suspension is as short as possible. We reserve the right to discontinue operating the website or offering it to the public at our sole discretion

### Modification of the Website

We may modify or withdraw this Website (or any part of it) temporarily or permanently, with or without prior notice to You. By using this Website, you acknowledge that We are not liable to You or any third party for any modification or withdrawal of the Website.

In the event that any changes to the Website require changes to your operating environment or other devices, you are responsible for making those changes at Your own expense.

### Modification of the Terms

We may make changes or modifications to these Terms periodically, and by continuing to use the Website (or any portion of it) after such changes, You agree to accept them. It is Your responsibility to regularly check for updates to the Terms. If You disagree with any of the changes, You must stop using the Website immediately and refrain from accessing it.

## 3.

## GENERAL PROVISIONS

### License to use Website

By using the Website, You are obtaining a personal, non-exclusive, non-transferable, and limited license from Kings of Games d.o.o. to use the Website for your personal, non-commercial purposes. Your use of the Website is subject to your compliance with our Privacy Policy and these Terms. The use of the Website for commercial purposes is strictly prohibited. However, you may use the Website in its original form solely for the purpose of viewing.

### **Restrictions on use**

Your permission to use the Website is limited to the license grant stated above, and You may not copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Website or any component of it, except as expressly authorized by Us. You are not permitted to, for example:

- access or use the Website through any technology that causes technical malfunctioning of the Website;
- create a copy of the Website and use it for any reason;
- copy, translate, modify, or make derivative works of any part of the Website;
- reproduce, transmit, publish, display, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, otherwise commercially exploit the Website or make the Website available to third parties;
- reverse engineer, decompile or otherwise attempt to extract the source code of the Website or any part of the Website;
- delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears on the Website;
- remove or alter our trademarks or logos or legal notices from the Website.

In no event may the Website be used in a manner that:

- harasses, abuses, threatens, defames or otherwise infringes or violates the rights of any other party;
- is unlawful, fraudulent or deceptive;
- uses technology or other means to access our proprietary information that is not authorized by Us;
- uses or launches any automated system to access the Website;
- attempts to introduce viruses or any other malicious computer code that interrupts, destroys or limits the functionality of any computer software, hardware or telecommunications equipment;
- encourages conduct that would constitute a criminal offense, or would give rise to civil liability;
- violates these Terms.

### **Reservation of rights**

By using the Website, You acknowledge and agree that You have been granted a license to use it, and your rights are subject to these Terms and our Privacy Policy. You also acknowledge and agree that all copyright, trademarks, and other Intellectual property rights in any material or content provided as part of the Website are owned by us or our licensors, and You may use such material only as expressly authorized by Us or Our licensors. You further acknowledge and agree that the material and content on the Website are intended solely for your personal, non-commercial use.

### **Intellectual property rights**

The Intellectual Property Rights in the Website and the materials available on or accessible via it are owned by Kings of Games d.o.o. and its related entities, or their respective licensors. This Website, the materials available on or accessible via it, and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used, or reproduced in any way, except to the extent necessary for accessing and using the Website.

### **Compliance with laws**

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations regarding the Website and any transactions conducted on or through it.

### **Indemnity**

You agree to indemnify, defend, and hold harmless Kings of Games d.o.o., its officers, directors, employees, agents, and suppliers from and against all claims, liability, damages,

losses, costs, and expenses, including reasonable legal fees, arising out of any breach of these Terms by you or any other liabilities arising out of your use of the Website or the use of the Website by any other person who accessed it using your computer or personal information.

### **Third party terms and conditions**

Please note that your access to and ability to use and interact with the Website may be subject to certain third party terms and conditions and privacy policies.

Please be aware that our Website may contain links to third-party websites, products, or services. While using such third-party offerings, you acknowledge that you are using sites, products, and services developed and administered by individuals or companies not affiliated with or controlled by Us. We have no control over their actions, the content of their sites, products, or services, the use of information you provide to them, or any products or services they may offer. Our link to such third parties does not indicate sponsorship or affiliation with those individuals or companies, nor does it constitute an endorsement of their privacy or information security policies or practices or their compliance with laws. Any information collected by third parties, such as location information or contact details, is subject to their privacy practices. We recommend that you learn about the privacy practices of third parties with whom you interact.

### **Collection of data**

For the collection of data, advertising and the use of cookies on the Website please refer to our privacy policy available at <https://chess-universe.io/privacy>.

### **Limitation of liability and warranties**

We make reasonable efforts to ensure the accuracy of the information we provide on the Website, but we cannot be held responsible for any loss, liability, damage, personal injury, or expense that may result from your use of the Website or reliance on any information provided. Neither We nor any third-party or data provider can be held liable for any losses or damages that result from delays, inaccuracies, errors, or omissions in price information or its transmission, or for any actions taken in reliance on this information or the cessation, interruption, or termination of its transmission. Additionally, We do not make any warranties or representations about the appropriateness or availability of the Website or its content for use in any particular jurisdiction.

Except as expressly provided in these Terms, We disclaim any and all warranties of any kind, whether express or implied to the fullest extent permissible under applicable law.

We will not be liable, in contract, tort (including, without limitation, negligence), or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- any loss of goodwill or reputation;
- any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Terms.

### **Severance**

If any part of these Terms is found to be invalid, unenforceable, or illegal, the provision shall be deemed severed from the Terms without affecting the validity or enforceability of the remaining provisions. Our failure to enforce any provision of these Terms shall not be considered a waiver of our right to enforce such provision or any other provision. Each provision of these Terms shall apply separately and survive even if one or more provisions are found to be inapplicable or unenforceable in any circumstances.

### **Entire Agreement and the Term**

These Terms together with Privacy Policy govern Our relationship with You.

The Term of these Terms shall commence on the date You start using the Website and shall end on the date You stop using the Website and/or We terminate these Terms, whichever is earlier.

**Applicable law.**

These Terms are concluded in the English language. The Terms shall be governed by and construed in accordance with the laws of Republic of Slovenia.

Kings of Games d.o.o.  
Ljubljana, January 2024