

Terms of Use/Terms of Service

Last Updated: April 24, 2025

Buriza Inc (“Onchain Heroes“, “we“, “us” or “our“) makes available to certain users certain software services, being a fully onchain, idle role-playing game on the Abstract Chain (“Game”).

These Terms of Service (“Terms”):

- (i) contain the terms and conditions that govern your access to and use of the our website (“Site”) and Game; and
- (ii) constitute a legally binding agreement (“Agreement”) between us and you and/or the entity you represent (“you”, “your” or “user”).

1. Agreement to Terms and Privacy Policy

- 1.1. Please read these Terms carefully before using the Site or playing the Game. By using or accessing the Site, Game and/or Content (defined below) in any manner, or clicking a button or checkbox to accept or agree to these Terms where that option is made available you,
 - (i) accept and agree to these Terms; and
 - (ii) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy, available at <https://www.onchainheroes.xyz/privacy> (the “Privacy Policy”).
- 1.2. The Privacy Policy is incorporated herein in its entirety, and all references herein to the “Terms of Service”, the “Terms” or this “Agreement”, include a reference to the Privacy Policy.

2. Changes to Terms of Service

- 2.1. We may modify the Terms at any time at our sole discretion. If we do so, we will notify you either by posting the modified Terms on the Site, by providing you a notice through the App, or through other methods of communication which we deem reasonable.
- 2.2. It’s important that you review the Terms whenever we modify them, because, if you continue to use the Site or Game after we have modified the Terms, you are taken to agree with, to be legally bound by, and to abide by the modified Terms.
- 2.3. If you do not agree to be bound by the modified Terms, then you should not use the Site or play the Game.
- 2.4. Because our Game is evolving over time we may change or discontinue all or any part of the Site or Game, at any time and without notice, at our sole and absolute discretion.

3. Third-Party Services

- 3.1. When you use our Site and/or playing the Game, you may also be using the services of one or more third parties.
- 3.2. Your use of the Site and Game and other third-party services ("Third-Party Services") will be subject to the privacy policies, terms of use and similar policies and terms, and fees of those third party services.

4. Who May Play the Game

- 4.1. You may play the Game if you are of the age of majority in your jurisdiction of residence, or older, and are not barred from playing the Game under applicable law.
- 4.2. By using the Site or playing the Game and agreeing to these Terms, you represent and warrant that:
 - (i) You are of lawful age, and are lawfully able to enter into contracts;
 - (ii) If you are entering into this Agreement for an entity, such as the company you work for, you represent and warrant that you have legal authority to bind that entity to these Terms; and
 - (iii) Neither you nor any person that owns or controls you 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 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.
- 4.3. You agree to comply with all applicable world-wide export control and trade sanctions laws ("Export Laws"). Without limiting the foregoing, you may not play the Game if:
 - (i) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN Security Council Resolutions, HM Treasury's financial 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 sanctions regime; or
 - (ii) you intend to supply any services to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial 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 sanctions regime.

5. Account Registration, Suspension and Termination

- 5.1. To play the Game, you may be asked to have or to create an account ("Account").

- 5.2. To the extent you create an account, you agree that you won't disclose your Account credentials to anyone and you'll notify us immediately of any unauthorized use of your Account.
- 5.3. You are responsible for all activities that occur under your Account, or are otherwise referable to your Account credentials, whether or not you know about them, and you are solely responsible for your conduct, and the tasks and activities you undertake, on or utilizing the Site or playing the Game.
- 5.4. We reserve the right to suspend or terminate your Account if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these Terms.
- 5.5. We may suspend or terminate your access to and use of the Site or Game at any time, for any reason, in our sole and absolute discretion, without incurring liability of any kind to you as a result of such suspension or termination.

6. Recovery Phrase

- 6.1. You acknowledge and understand that, in certain circumstances, such as if you lose or forget your password for your wallet, you will need to use a recovery phrase to access any cryptocurrency stored in your wallet (the "Recovery Phrase").
- 6.2. Your Recovery Phrase is the only way to restore access to the cryptocurrency stored in your wallet if you lose access to your wallet.
- 6.3. You are solely responsible for the retention and security of your Recovery Phrase. Anyone who knows your Recovery Phrase can access, transfer or spend your cryptocurrency.
- 6.4. If you lose your Recovery Phrase, you may not be able to access, transfer or spend your cryptocurrency.
- 6.5. You acknowledge and agree that Onchain Heroes does not store and is not responsible in any way for the security of your Recovery Phrase and you agree to hold Onchain Heroes, its affiliates, representatives, agents and personnel harmless and that no such party shall be liable in any way in the event you lose your Recovery Phrase and cannot access, transfer or spend your cryptocurrency. You bear sole responsibility for any loss of your cryptocurrency due to failure to retain and/or secure your Recovery Phrase.

7. Feedback

- 7.1. We welcome feedback, comments, ideas, and suggestions for improvements to the Site and Game ("Feedback").
- 7.2. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property

rights that you own or control to use, copy, modify, create derivative works based upon or improvements with respect to and otherwise exploit and commercialize the Feedback and any such derivative works and improvements in any manner and for any purpose.

8. Content Ownership, Responsibility and Removal

8.1. For purposes of these Terms:

- (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Site or Game; and
- (ii) “User Content” means any Content that users or Account holders (including you) upload, submit, store, send, post or otherwise make available in the Game or through our Site.

8.2. Subject to the foregoing, Onchain Heroes and its licensors exclusively own all right, title and interest in and to the Site, the Game and Content, including all associated intellectual property rights. You acknowledge that the Site, Game and Content are protected by copyright, trademark, and other laws of all countries where you use the Game. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Game or Content.

8.3. We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

8.4. You grant us a worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable, and transferable license to use, copy, distribute, create derivative works of, publicly display, and publicly perform your User Content, subject to the Privacy Policy.

8.5. You warrant and represent that you have the right and authority to submit your User Content and that neither your User Content nor any part thereof infringes, misappropriates or otherwise violates the intellectual property rights or any other rights of any person.

8.6. You acknowledge that, in certain instances, where you have removed your User Content by specifically deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Site or Game. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

8.7. Although we have no obligation to monitor any User Content, we have absolute discretion to remove User Content at any time and for any reason without notice.

- 8.8. You understand that by using the Game, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

9. Rights in Site and Game Granted by Onchain Heroes

- 9.1. The Site and Game are proprietary to Onchain Heroes and its licensors and must not be used other than strictly in accordance with these Terms.
- 9.2. Onchain Heroes grants to you a limited, non-exclusive, non-transferable, non-sublicensable, fully-revocable right to use the Site for the purposes of accessing and playing the Game strictly in accordance with these Terms.
- 9.3. You agree not to use the Site or Game in any manner or for any purpose other than as expressly permitted by this Agreement.
- 9.4. Except as expressly authorized, you will not, and will not attempt to:
- (i) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Game (except to the extent Content included in the Game is provided to you under a separate license that expressly permits the creation of derivative works);
 - (ii) reverse engineer, disassemble, or decompile the Site or Game or apply any other process or procedure to derive the source code of any software included in the Site or Game;
 - (iii) access or use the Game in a way intended to avoid incurring fees or exceeding usage limits or quotas;
 - (iv) use scraping techniques to mine or otherwise scrape data; or
 - (v) resell or sublicense the Game, or use the Game to provide software as a service or any cloud-based, time sharing, service bureau or other services.
- 9.5. You will not use Our Marks unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you.
- 9.6. For the purposes of these terms, "Our Marks" means any trademarks, service marks, service or trade names, logos, trade dress and other designations of source, origin, sponsorship, certification or endorsement of Onchain Heroes or its affiliates or their respective licensors.

10. Fees

- 10.1. We may charge fees for some or part of the Site or Game we make available to you, including fees charged on token swaps that you execute on third-party exchanges.
- 10.2. We reserve the right to change fees at any time, in our sole and absolute discretion. We will disclose the amount of fees we will charge you for the applicable service at the time that you access the service.
- 10.3. You may incur charges from third parties for use of Third-Party Services. Third party fees are not charged by Onchain Heroes and are not paid to Onchain Heroes. Under no circumstances shall Onchain Heroes incur any liability, of any kind, to you arising from or relating to fees charged to you by Third-Party Services linked to or accessed through our Site or Game.
- 10.4. Although we will attempt to provide accurate fee information, any such information reflects our estimate of fees, which may vary from the fees actually paid to use the Game and interact with the Abstract Chain or any other blockchain network with which the Game is compatible.
- 10.5. Onchain Heroes may not be held liable for, and you hereby forever release Onchain Heroes from, any losses or other liabilities arising from an inaccurate estimate of fees, swap rates or swap prices provided to you in connection with any use of the Game.

11. Acceptable Use and Enforcement Rights

- 11.1. As a condition to using the Site and/or Game, you agree not to use the Site or Game in ways that:
 - (i) Violate, misappropriate, or infringe the rights of Onchain Heroes, our users, or others, including privacy, publicity, intellectual property, or other rights;
 - (ii) Are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful or racially or ethnically offensive, or that instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes;
 - (iii) Involve falsehoods, misrepresentations, or misleading statements, including impersonating someone;
 - (iv) Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
 - (v) 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 Game or Content;
 - (vi) Disguise your location through IP proxying or other methods;

- (vii) Interfere with, or attempt to interfere with, the access to the Game of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Game;
- (viii) Circumvent any content-filtering techniques, security measures or access controls that Onchain Heroes employs on the Site or the Game in any manner;
- (ix) Could interfere with, disrupt, negatively affect or inhibit other users from enjoying the Game, or that could damage, disable, overburden, or impair the functioning of the Site or Game;
- (x) Violate any applicable law or regulation, including, without limitation any applicable anti-money laundering and anti-terrorism financing laws and sanctions programs; or
- (xi) Encourage or enable any other individual to do any of the foregoing.

11.2. By using the Site or Game, you further represent, warrant and covenant that:

- (i) Any digital assets you transfer via the Game have been legally obtained by, and belong to, you;
- (ii) You will not provide any false, inaccurate or misleading information while using the Site or Game, or engage in any activity that operates to defraud Onchain Heroes, other users of the Game, or any other person or entity;
- (iii) You will not use the Game 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;
- (iv) Any digital assets you use in connection with the Game are either owned by you or you are validly authorized to carry out actions using such digital assets; and
- (v) You will pay all fees necessary for interacting with the Abstract Chain, or any other network with which the Game is compatible.

12. Third Party Services

- 12.1. The Site and Game may contain links to Third-Party Services (including, without limitation, Dapps), and may leverage or plug into such Third Party Game to enable certain features.
- 12.2. When using other Third-Party Services, you understand that you are at no time transferring your assets, digital assets or otherwise, to us. We provide access to Third-Party Services only as a convenience, do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy

of, the content, products or services on or accessible from those Third-Party Services (including any related website, resources or links displayed therein).

- 12.3. We make no warranties or representations, express or implied, about 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 any third-party website, applications, or resources.
- 12.4. You may be able to link your wallet to your accounts on third-party platforms, sites and services, to enable access to such accounts from your wallet. In doing so, you understand and agree that all transactions made when accessing such accounts from your wallet are subject to these Terms and to the terms of use, privacy policies, and other terms, conditions and policies imposed by the providers of such third-party sites, services and platforms.

13. Termination

- 13.1. We may terminate this Agreement and/or your access to and use of the Site and Game, in our sole discretion, at any time and without notice to you.
- 13.2. You may cancel your Account, if you have one, at any time by ceasing any and all use of the Site, Game and/or Content.
- 13.3. Upon any termination, discontinuation or cancellation of this Agreement, the Game or your Account,
 - (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use of and/or access to the Site, Game and Content in any way whatsoever; and
 - (ii) notwithstanding the foregoing, clause 7, 8, 11, 13, 14, 15, 16, 17, 19, 20 and 21 will survive termination of this Agreement.

14. Warranty Disclaimers

- 14.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SITE AND THE GAME AND CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.
- 14.2. THE SITE AND GAME ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY.
- 14.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONCHAIN HEROES SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

- 14.4. ONCHAIN HEROES DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE OR GAME OR ANY OF THE MATERIALS CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.
- 14.5. ONCHAIN HEROES DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE FUNCTIONALITY OF THE ABSTRACT CHAIN OR ANY OTHER BLOCKCHAIN NETWORK, OR THAT SUCH NETWORK WILL OPERATE FREE FROM INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS THAT MAY DELAY, HINDER OR PREVENT THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO OR ON THE ABSTRACT CHAIN, OR ANY OTHER NETWORK.
- 14.6. THE DURATION OF ANY IMPLIED WARRANTY THAT IS NOT EFFECTIVELY DISCLAIMED WILL BE LIMITED TO THE LONGER OF (I) THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE THE APPLICABLE SERVICE AND (II) THE SHORTEST PERIOD ALLOWED UNDER APPLICABLE LAW. SOME STATES / JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 14.7. OUR GAME RELIES ON EMERGING TECHNOLOGIES, SUCH AS THE ABSTRACT CHAIN AND OTHER BLOCKCHAIN NETWORKS. SOME SERVICES ARE SUBJECT TO INCREASED RISK THROUGH YOUR POTENTIAL MISUSE OF THINGS SUCH AS PUBLIC/PRIVATE KEY CRYPTOGRAPHY. BY USING THE SERVICES YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS.
- 14.8. ONCHAIN HEROES SHALL NOT BE LIABLE FOR THE FAILURE OF ANY MESSAGE TO SEND TO OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ANY DIGITAL TOKEN OR DIGITAL ASSET ON THE ABSTRACT CHAIN OR ANY OTHER NETWORK, AND ONCHAIN HEROES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME.

15. No Professional Advice or Fiduciary Duties

- 15.1. All information provided in connection with your access and use of the Site and Game should not and may not be construed as professional advice.
- 15.2. You should not take, and should refrain from taking, any action based on any information contained on the Site or in the Game, or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, or discord content, news feeds, tutorials, tweets and videos.
- 15.3. Before you make any financial, legal or other decisions involving the Game 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.

- 15.4. 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).

16. Indemnity

- 16.1. You will indemnify, defend and hold harmless Onchain Heroes and its affiliates and its and their respective officers, directors, employees, agents and representatives (the "Onchain Heroes Parties"), from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of, relating to or in any way connected with:
- (i) your access to or use of the Site, Game or Content;
 - (ii) your User Content;
 - (iii) any Third-Party Services; or
 - (iv) your violation of these Terms.

17. Limitation of Liability

- 17.1. THE ONCHAIN HEROES PARTIES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE OUT OF OR IN CONNECTION WITH ANY AUTHORIZED OR UNAUTHORIZED USE OF THE SITE, THE APP OR THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ONCHAIN HEROES HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 17.2. ONCHAIN HEROES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE SITE OR GAME.
- 17.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.
- 17.4. IN NO EVENT SHALL THE ONCHAIN HEROES PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$USD100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

18. Acknowledgment of Risks, Disclaimers & Release of Claims

18.1. By accessing and using the Game, you represent that you understand that:

- (i) there are inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets;
- (ii) you should verify all information before relying on it in any manner, and all decisions based on such information contained on the Site or made available through the Game are your sole and absolute responsibility;
- (iii) the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation;
- (iv) anyone can create a digital asset or token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens;
- (v) the Game and your digital assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Onchain Heroes to continue to make its proprietary software, and thus, could impede or limit your ability to continue to use the Game;
- (vi) cryptography is a progressing field with advances in code cracking and other technical advancements, such as the development of quantum computers, which may present risks to digital assets and the services, and could result in the theft or loss of your digital assets;
- (vii) the Abstract Chain (and all other networks with which the Game may be compatible) remains under development, which creates technological and security risks when using the Game in addition to uncertainty relating to digital assets and transactions therein;
- (viii) you are responsible for complying with all laws that may be applicable to or govern your playing of the Game; and
- (ix) Onchain Heroes is not registered or licensed by the CFTC, SEC, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Onchain Heroes-developed software.

18.2. You acknowledge and accept that:

- (i) the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time;
- (ii) your digital assets, or any digital assets you acquire, including through third-party exchanges, may lose some or all of their value and you may suffer loss due to the fluctuation of prices of tokens and/or significant price slippage and cost;

- (iii) the cost of transacting on the Abstract Chain and any other blockchain network, is variable and may increase at any time, thereby impacting any activities taking place on the blockchains, which may result in price fluctuations or increased prices for using the Game;
- (iv) the Game is subject to flaws and that you are solely responsible for evaluating any code provided by the Site or Game;
- (v) you will access and use the Site and the Game at your own risk. The risk of loss in trading digital assets can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources;
- (vi) you assume all risks in connection with your access and use of the Site and Game and your interaction therewith. You further expressly waive and release the Onchain Heroes Parties from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Site and Game and your interaction therewith; and
- (vii) we are not responsible for any of these variables or risks, including those mentioned in clauses 18.1 and 18.2, and that we cannot be held liable for any resulting losses that you experience while accessing or using the Site or Game.

18.3. The warnings in this clause and others Onchain Heroes provide in these Terms in no way evidence or represent any on-going duty to alert you of the potential risks of utilizing the Game or accessing the Site.

18.4. To the extent possible, we intend to update Onchain Heroes-developed smart contracts related to the Game to account for any advances in cryptography and to incorporate additional security measures necessary to address risks presented from technological advancements, but that intention does not reflect a binding commitment and does not in any way guarantee or otherwise ensure full security of the Game.

18.5. Although we intend to provide accurate and timely information on the Site and during your use of the Game, that intention does not reflect a binding commitment, and the Site and other information available when using the Game may not be accurate, complete, error-free or current. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies.

18.6. No representation of any kind or nature is made as to the accuracy, completeness or appropriateness for any particular purpose of any pricing or other information distributed via the Site or Game.

18.7. Any reference to a type of digital asset on the Site or otherwise during the use of the Game does not indicate our approval or disapproval of the technology on which the

digital asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of digital asset.

- 18.8. Playing the Game, in particular for trading digital assets, may carry financial risk. Digital assets are, by their nature, highly experimental, risky, and volatile. Transactions entered into in connection with the Game are irreversible, final and there are no refunds.
- 18.9. By using the Game, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying digital assets.
- 18.10. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Game or any digital asset.
- 18.11. You accept all consequences of using the Game, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you.
- 18.12. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Game for performing digital asset transactions.
- 18.13. The Site and the Onchain Heroes-developed software do not constitute advice or a recommendation concerning any commodity, security, or other digital asset or instrument. Onchain Heroes is not acting as an investment adviser or commodity trading adviser to any person or entity.

19. Dispute Resolution

- 19.1. PLEASE READ THIS "MANDATORY ARBITRATION" PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ONCHAIN HEROES, SUBJECT TO THE TERMS AND OPT-OUT OPTION SET FORTH BELOW.
- 19.2. You and Onchain Heroes agree that any and all past, present and future disputes, claims, or causes of action arising out of or relating to your use of any of the Site or the Game, this Agreement, or any other controversies or disputes between you and Onchain Heroes (including, without limitation, disputes regarding the effectiveness, scope, validity or enforceability of this agreement to arbitrate) (collectively, "Dispute(s)"), shall be determined by arbitration, unless:
 - (i) you opt out as provided below; or
 - (ii) your Dispute is subject to an exception to this agreement to arbitrate set forth below.

- 19.3. You and Onchain Heroes further agree that any arbitration pursuant to this clause 19 shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction.
- 19.4. Onchain Heroes wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Onchain Heroes, you agree to try to resolve the Dispute informally by contacting Onchain Heroes to notify Onchain Heroes of the actual or potential Dispute. Similarly, Onchain Heroes will undertake reasonable efforts to contact you to notify you of any actual or potential dispute to resolve any claim we may possess informally before taking any formal action.
- 19.5. The party that provides the notice of the actual or potential Dispute (the "Notifying Party") will include in that notice (a "Notice of Dispute") the name of User, the Notifying Party's contact information for any communications relating to such Dispute (including for the Notifying Party's legal counsel if it is represented by counsel in connection with such Dispute), and sufficient details regarding such Dispute to enable the other party (the "Notified Party") to understand the basis of and evaluate the concerns raised.
- 19.6. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.
- 19.7. If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within 60 days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below.
- 19.8. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of this Agreement, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.
- 19.9. Both you and Onchain Heroes agree to arbitrate (unless you opt out as described below). You and Onchain Heroes each agrees to resolve any Disputes that are not resolved informally as described above through final and binding arbitration as discussed herein, except as set forth under "Exceptions to Agreement To Arbitrate" below.
- 19.10. If you do not wish to be subject to this agreement to arbitrate, you may opt out of this arbitration provision by sending a written notice to Onchain Heroes within thirty (30) days of first accepting this Agreement. You must date the written notice, and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with Onchain Heroes through arbitration. If no written notice is submitted by the 30-day deadline, you will be deemed to have knowingly and

intentionally waived your right to litigate any Dispute except with regard to the exceptions set forth below. By opting out of the agreement to arbitrate, you will not be precluded from using the Site or Game, but you and Onchain Heroes will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

- 19.11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ONCHAIN HEROES SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED.
- 19.12. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.
- 19.13. Notwithstanding your and Onchain Heroes's agreement to arbitrate Disputes, either you or Onchain Heroes retain the following rights. You and Onchain Heroes retain the right to:
- (i) bring an individual action in small claims process in the courts of Panama; and
 - (ii) seek provisional relief in aid of arbitration in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.
- 19.14. Further, this agreement to arbitrate does not deprive you of the protection of the mandatory provisions of the consumer protection laws in Panama. You shall retain any such rights and this agreement to arbitrate shall be construed accordingly.
- 19.15. Except as otherwise required by applicable law or provided in this Agreement, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and Onchain Heroes agree that any judicial proceeding may only be brought in a court of competent jurisdiction in Panama. Both you and Onchain Heroes consent to venue and personal jurisdiction there; provided that either party may seek provisional relief in aid of arbitration to enforce its intellectual property rights as provided above or bring an action to confirm an arbitral award in any court having jurisdiction.
- 19.16. This agreement to arbitrate shall survive the termination or expiration of this Agreement. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, being clause 19.3, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. In the event that a court finds the prohibition of Collective Arbitration, being clause 19.3, to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be

deemed void (but no provisions of this Agreement unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

20. General Terms

- 20.1. These Terms (including the Privacy Policy) constitute the entire and exclusive understanding and agreement between Onchain Heroes and you regarding the Site, Game and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Onchain Heroes and you regarding the Site, Game and Content. Except as provided above with respect to the provisions hereof pertaining to Collective Arbitration, being clause 19.3, if any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed as provided above or by a court of competent jurisdiction) that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.
- 20.2. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent.
- 20.3. Any attempt by you to assign or transfer these Terms without such consent will be null and void and of no force or effect.
- 20.4. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 20.5. Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given by posting to the Site and/or through other electronic communication.
- 20.6. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with your Account and/or your playing of the Game.
- 20.7. Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Onchain Heroes.
- 20.8. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- 20.9. These Terms are written in English. Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version prevails.

21. Governing Law

21.1. These Terms shall be construed and enforced in accordance with the laws of the Republic of Panama.

Copyright © 2025 Onchain Heroes