

## LOCKERVERSE

### TERMS OF USE

Last Revised: August 8, 2023

#### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Lockerverse Inc. a Delaware corporation ("**Company**", "**Lockerverse**", "**we**", or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of the Lockerverse platform, apps, website (including [www.lockerverse.com](http://www.lockerverse.com)), services, content, functionality, and other products (the "**Platform**").

Please read the Terms of Use carefully before you start to use the Platform. By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy (found at <https://www.lockerverse.com/privacy-policy>, and our Digital Collectible Ownership Agreements ("DC Ownership Agreement") (to the extent applicable), all of which are incorporated herein by reference. If you do not want to agree to these Terms of Use, the Privacy Policy, or the DC Ownership Agreement, you must not access or use the Platform.

#### **Age Restrictions and Responsibilities**

The Platform is offered and available to users who are 13 years of age or older, and reside in the United States or any of its territories or possessions, Canada, Mexico, Ukraine, Sweden, and U.K. By using the Platform, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

#### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction Sections of these Terms of Use will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform. Your continued use of the Platform following the posting of any revised or updated Terms of Use means that you accept and agree to the revisions and/or changes. You are expected to check this page each time you access the Platform so you are aware of any changes, as they are binding on you.

#### **Accessing the Platform and Account Security**

We reserve the right to discontinue or suspend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason in the event that all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide

on the Platform is correct, current and complete. You agree that all information you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our *Privacy Policy*, and you consent to all actions that we take with respect to your information consistent with our Privacy Policy. Further, in the event that you purchase or redeem for free a digital collectible on or in connection with the Platform, you agree that your purchase, redemption, or acceptance of the digital collectible shall be governed by these Terms of Use and the DC Ownership Agreement, and you consent to the actions that we take with respect to any digital collectible consistent with our DC Ownership Agreement.

To access the Platform on an ongoing basis, you will need to create an account. If you chose to create a user name, password, or otherwise provide any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You can provide a username and password, and a way of contacting you (such as an email address and/or phone number). To access certain features, communities, or channels on the Platform, you may need to verify your account or add other information to your account. Our Privacy Policy discusses what information we collect and how we use this information in more detail. You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Lockerverse account and that you enable two-factor authentication. If your account is compromised, we may not be able to restore it to you. You are also responsible for maintaining the accuracy of the contact information associated with your account. If you get locked out of your account, we will need to contact you at the email or phone number associated with your account, and we may not be able to restore your Lockerverse account to you if you no longer have access to that email account or phone number. We may also assume that any communications we have received from your account or the associated contact information have been made by you. You agree not to license, sell, or transfer your account without our prior written approval.

### **Intellectual Property Rights**

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.

- Use any illustrations, photographs, video, or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform absent the Company's express written consent.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: [team@lockerverse.com](mailto:team@lockerverse.com) or directly in the Platform to the Lockerverse "Support" channel.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The Company name, Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Platform are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.

- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

### **User Contributions, Features, and Content**

The Platform contains message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, share, stream, use, upload, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contribution(s)**") on or through the Platform. User Contributions may include text, links, GIFs, emoji, photos, videos, audio files, documents, or other media. If we come up with another way for you to add content to the Platform, User Contributions includes those additional methods.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, the right and a worldwide, non-exclusive, royalty-free, transferable, and perpetual to do the following with your User Contribution, in accordance with applicable legal requirements, in connection with operating, developing, and improving the Platform and our services:

- Use, copy, store, distribute, modify, reproduce, perform, display, distribute, and communicate or disclose to third parties your User Contributions consistent with your use of the Platform and your account settings, e.g., so we can store and display your User Contributions.
- Publish, publicly perform, or publicly display your User Contributions if you've chosen to make it visible to others, e.g., so we can display your messages if you post them in public channels.
- Monitor, modify, translate, and reformat your User Contributions, e.g., so we can resize an image or video you post to fit on a mobile device.
- Sublicense your content, to allow the Platform and our services to work as intended, e.g., so we can store your content with our cloud service providers.

We reserve the right to block, remove, and/or permanently delete your User Contributions for any reason, including breach of these Terms of Service, our Privacy Policy, our Community Guidelines, other policies, or any applicable law or regulation.

We welcome feedback on the Platform and our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you. You should direct all feedback to: [team@lockerverse.com](mailto:team@lockerverse.com) or directly in the Platform to the Lockerverse [Support Channel](#).

You have no obligation to add User Contributions. If you choose to add User Contributions on or through the Platform, you represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such User Contributions, including its legality, reliability, accuracy and appropriateness. Further, you understand and acknowledge that we are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Platform. We may, but have no obligation to, monitor, moderate, edit, or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. You agree and warrant that your User Contributions will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree and warrant that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Platform or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility for any other person's or entity's use of your User Contributions.

**Other people's content.** The Platform might also provide you with access to other people's content. You may not use that content without that person's consent, or as otherwise permitted by law. Other people's content is theirs and does not reflect the views, opinions, or positions of Lockerverse, nor that of Lockerverse's officers, directors, employees, agents, contractors, or affiliates. You understand and acknowledge that Lockerverse does not endorse or verify the accuracy or reliability of content shared by users of the Platform, including User Contributions. We work hard to try to make the Platform a safe, positive, and inclusive place, but cannot prevent you from encountering content that you or others may find objectionable or offensive. You represent, warrant, agree, and acknowledge that Lockerverse is not liable for any harm caused by other people's content. You may report content that you think violates any of our policies. You represent, warrant, agree, and acknowledge that we have the right, but not the obligation, to review such reports and block or remove content at our discretion.

**Third party features and content.** Our services and the Platform may also allow you to access third-party websites, features, apps, or other content. We provide you access only as a convenience to you, and are not responsible for the User Contributions, other content, or services available from third-party websites, features, apps, or other content.

### **Monitoring and Enforcement; Termination**

You are free to stop using Lockerverse's services at any time and for any reason. You can delete your Lockerverse account through the User Settings page in the Profile section of the Platform. You can also disable your account, which restricts the processing of your personal information as described in our Privacy Policy. Disabling your account does not terminate your consent to these Terms of Use.

You acknowledge and agree that we have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

You represent, warrant, agree, and acknowledge that Lockerverse does not undertake to review User Contributions and other material before it is posted on the Platform, and we cannot ensure prompt removal of objectionable User Contributions and other material after it has been posted. Accordingly, you represent, warrant, agree, and acknowledge that Lockerverse assumes no liability for any harm caused by User Contributions and other material, including any action or inaction regarding transmissions or communications of User Contributions or other content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section, and that we have the right, but not the obligation, to review, block, or remove User Contributions and other material.

### **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [www.lockerverse.com/public/privacy.pdf](http://www.lockerverse.com/public/privacy.pdf).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Copyright Infringement**

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim in accordance with the procedure set forth below. We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to our Copyright Agent at [team@lockerverse.com](mailto:team@lockerverse.com) (Subject line: “DMCA Takedown Request”). To be effective, the notification must be in writing and contain the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Platform; (d) your address, telephone number, and email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (e) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf. If you submit a notice of infringement that knowingly materially misrepresents that any content, information, or communication on the Platform is infringing upon a copyright, you may be held liable for damages and attorneys’ fees.

### **Reliance on Information Posted**

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

The Platform may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Platform**

We may update the content on the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Platform**

All information we collect on the Platform is subject to our Privacy Policy <https://www.lockerverse.com/public/privacy.pdf>. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Platform and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party Platforms to certain content on the Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the Platform.
- Cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party Platforms.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Platform that is not owned by you.
- Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Platform other than the homepage.
- Otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of these Terms of Use.

The Platform from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Platform**

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party Platforms linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such Platforms.

### **Geographic Restrictions**

The owner of the Platform is based in the United States. We provide the Platform for use only by persons located in the United States, Canada, Mexico, Ukraine, Sweden or U.K.. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States, Canada, Mexico, Ukraine, Sweden, or U.K.. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States and Canada, you do so on your own initiative and are responsible for compliance with local laws.

You represent and warrant that you are not located in North Korea, on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a country or region subject to the U.S. or E.U. government embargo (including Cuba, Iran, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities.



### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards,

losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

### **Governing Law and Jurisdiction**

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware State law.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Software on the Lockerverse Platform**

You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

Some of our Platform Services and features may enable you to download, install, and run Lockerverse or third party software or services. You acknowledge and agree that Lockerverse retains any intellectual property rights we have in our software and services.

Some of our services or features include software subject to separate open source license terms, and your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms.

Further, some of our services or features may allow you to access apps, bots, or other products, features or services developed by third parties. It is your choice whether to use these products and whether to participate in communities on the Lockerverse platform that incorporate these features, and you should review any terms and policies provided by the third party before doing so. The third party's terms and policies, and not Lockerverse's, govern your use of these products or services. While these third party services do need to follow all policies that apply to them, Lockerverse is not responsible for products developed by third parties.

### **Bug and Security Reporting**

We support the responsible reporting of bugs and security vulnerabilities. To report a security issue, please contact us at [team@lockerverse.com](mailto:team@lockerverse.com) or directly in the Platform to the Lockerverse [Support Channel](#). We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing messages, and we'll make it easy for you to opt out.

### **Apple App Store and iOS Device Users**

If you download the Lockerverse app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you. Apple has no obligation to furnish any maintenance and support services with respect to the Lockerverse Platform. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Lockerverse Platform. Apple is not responsible for addressing any claims by you or any third party relating to the Lockerverse Platform or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Lockerverse Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Lockerverse Platform infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Lockerverse Platform.

### **Purchase Policy**

Among other things, Lockerverse makes available for purchase and, on occasion, for free-of-charge non-fungible tokens minted on certain blockchains ("NFT" or "digital collectible"). You acknowledge and agree that, when you purchase any digital collectible from Lockerverse, Lockerverse's secondary exchange partners, or any other Lockerverse distribution partner, you agree that you shall not: (1) make copies of any or all of the digital collectible; (2) create new "derivative works" based on your digital collectible (i.e., works that are substantially based on or derived from the digital collectible); (3) use the digital collectible in any manner that would violate any party's trademark rights, copyrights, or other intellectual property rights; (4) use the digital collectible in any manner that would tarnish or disparage an athlete, artist, musician, entertainer, brand, or anyone else (e.g., no uses in materials that constitute pornography or hate speech); and (5) use the digital collectible in any manner that would suggest that a creator (including any athlete, artist, musician, producer, writer, entertainer, influencer, or brand) has endorsed or sponsored your business activities.

We may advertise or offer products, services, or other opportunities (each, a "Product") through the Service. If you wish to purchase Products (including but not limited to NFTs, digital collectibles, Tokens, subscriptions, and interactive experiences), you will be asked to supply certain information, including but not limited to credit card or other payment information. You warrant that all information that you provide to us will be accurate, complete and current. You agree to pay all charges incurred by you or any other user of any credit card or other payment mechanism issued to you, including without

limitation any applicable taxes and shipping, handling and processing charges, if any, relating to such purchases and transactions. We will charge your credit card when you place your order. Credit card orders for physical items shipped to a location other than your billing address may require additional verification. We will collect sales on orders shipped to jurisdictions where we are required to collect such taxes. All prices are quoted in U.S. currency and all orders must be transacted in U.S. currency. We only sell Products to individuals who can purchase with a permitted payment method.

We only ship physical items to the United States, Canada, and Mexico. We make no promise that Products offered through the Platform are appropriate or available for use outside of the United States, Canada, and Mexico. Given the popularity of some Products, we reserve the right to limit the quantities of items that can be purchased.

The advertisement of any Product through the Platform does not constitute an offer to sell. When you place an order through the Platform, you make an offer to buy the relevant Product(s). Your order or your receipt of an electronic or other form of order confirmation does not constitute our acceptance of your order. We reserve the right at any time after receipt of your order to accept or decline your order. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any Product. All orders placed are subject to additional credit verification. We may also require additional verifications or information before shipping any order, as determined by us in our sole discretion.

### **User Comments**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us, and may grant sublicenses of these rights. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. You agree and warrant that your Comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree and warrant that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

### **Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

**Entire Agreement**

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Lockerverse Inc. with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.