

## Terms of Use

These following Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and CYBER GAMES FZCO and its affiliates ("CYBER GAMES", "we", "us", "our") regarding your access to and use of the xenna.sidusheroes.com website and the CYBER GAMES apps (mobile app, PC app) as well as any other asset from social media channels, social networks, communities or mobile applications related, linked, or otherwise connected thereto (collectively, the "Site" and the "App"). CYBER GAMES is a distributed application that is going to launch and run on the Binance Smart Chain (the "Blockchain"), using a specially-developed system called Smart Contract (the "Smart Contract") to enable users to battle as well as own, trade heroes with different rarities. These assets can then be visualized on a website that the user can interact with the Site. The Smart Contract, the Site and the App are collectively referred to in these Terms as the "Product". By using the Product, users can manage their assets and use the Smart Contract to battle and trade with other App users.

WE ARE ONLY WILLING TO DISTRIBUTE THE APP, THE SMART CONTRACT, AND THE SITE AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE APP, THE SMART CONTRACT, THE SITE, OR ANY ASSET-RELATED, OR BY CLICKING "I ACCEPT" BELOW AND IMPLYING YOUR ACCEPTANCE CHECKING IN THE TICK BOX, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE and any other documents referred to herein, including without limitation our [Privacy Policy](#), including [Sidus documents](#) (the Terms, Privacy Policy and other documents referenced herein collectively, the "Agreement"), and that you agree to be bound by this Agreement . If you do not accept or understand the Terms, please do not use, download, access or register with the Product..

The Product is not intended for distributing to or being used, including on tournaments, by any single person or entity in any jurisdiction or country where such distribution or use would be against its existing laws or regulations as well as any circumstance would subject us to any registration requirements within the territories of said jurisdiction or country. As a matter of fact, people who make their decisions to access the Site and/or the App from outside from our base country are deemed to have the understanding of doing so on

their own choices and therefore are legally eligible for compliance with local laws, assuming they are applicable to them to some extent.

Our Product is intended for users who are at least 18 years old. People under the age of 18 are not permitted to use any form of our assets including the Site, the App, and the Smart Contract. Such approaching people are asked to return immediately upon trying to access our Product.

NOTE: THE FOLLOWING PARAGRAPH DOES NOT APPLY IN CIRCUMSTANCES IN WHICH THE LAWS APPLICABLE IN THE RELEVANT JURISDICTION PROHIBIT ITS APPLICATION.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION, AS WELL AS A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND A CLASS ACTION WAIVER. THIS MEANS THAT WHEN YOU AGREE TO THIS AGREEMENT, YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO Product TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. YOU MAY OPT-OUT OF ARBITRATION BY FOLLOWING THE PROCEDURE DESCRIBED BELOW.

**Based on these Terms:**

You are responsible for your account, including any charges and use of your account, whether by you or any third party.

You are responsible for your safety and for complying with the law while playing the Game.

Certain features of the Products are subject to a fee and you may get a license to Virtual Items, which may not be redeemed for monetary value.

Payments made for Virtual Items are non-refundable.

We use location-based technology to provide the Product, and your location may be tracked or shared with other players to enable your participation in the location-based Games.

We may, but have no obligation to, monitor user conduct on the Product. You are solely responsible for your conduct, the content you submit on the Product and your interactions with others.

**1. CHANGES TO THESE TERMS**

From time to time, we may modify or amend these Terms. We will notify you of any material changes to these Terms through the Product. You can tell when changes have been made by referring to the “Last Updated” legend on top of this page. Please review these Terms regularly to ensure that you are aware of any changes.

If you continue to use the Product following such a posting of changes, you accept any such change or modification. If you have any questions about these Terms or our Privacy Policy, please see our contact information at the end of these Terms.

## **2. ELIGIBILITY; USER ACCOUNTS**

**Eligibility.** Use of the Product is subject to your continued compliance with these Terms. The Product is intended solely for persons who are 18 years of age or older. Any access to or use of the Product by anyone under 18 is expressly prohibited. By accessing or using the Product you represent and warrant that you have reached the age of “majority” where you live and agree to be bound by these Terms.

**User Accounts.** Certain parts of the Product may require or allow registration of a CYBER GAMES user account (“User Account”). When you create an account, you agree:

- not to provide inaccurate, misleading or false information about yourself;
- to update your information as needed so that it remains accurate;
- not to share your account information (including your password and user name) with third parties;
- that you are responsible for all activity on your account, including its security, any purchases made under your account will be your responsibility, whether or not authorized by you;
- to notify us immediately if you believe that your User Account has been accessed without your authorization, or if you believe there has been some other breach of the security of the Product.

We have a right to refuse the registration for any reason. Registration can be limited, for example, in terms of territory. We have the right to suspend or terminate your account, with or without notice, and refuse any and all current or future use of the Product due your violation of the Terms, or for any other reason.

We reserve the right to remove any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

### **3. USER REPRESENTATIONS**

By using the Site, the App, and the Smart Contract, you represent yourself and agree that:

- (1) All registration information you submit is fully stated, true, accurate, and up-to-date;
- (2) You will maintain the accuracy of such given information and will be asked promptly to make updates whenever necessary;
- (3) You have the legal capacity and the thorough understanding of complying with these Terms of Use;
- (4) You are not a part of a minority community that practices laws and regulations which have nothing in common with ours;
- (5) You will not access the Product Using automated and non-human means, whether it is a bot, script, or anything alike;
- (6) You will not use the Product For committing any illegal and unauthorized purpose;
- (7) Your use of the Product Will not violate any existing given law or regulation. If you provide any information that is untruthful, inaccurate, not up-to-date, we have the right to suspend or terminate your accounts and refuse to approve your any action regarding any current or future activities of the Site, the App, and the Smart Contract.
- (8) You can only own one account attaching to one device at a time;
- (9) You are not on any blacklist of any organization for any reason including committing scams, fraud; illegal data exploiting, using third-party software for personal benefits; trying to gain access and damage our assets without our approval; and everything alike. If we find out any illegal activities, we will make a prompt intervention and resolve to legal means if necessary.

### **4. SAFE PLAY**

While using the Product, including during game play, please be aware of your surroundings at all times and play safely. YOUR USE OF THE Product AND YOUR USE OF THE GAMES IS AT YOUR OWN RISK. You agree not to: (a) use the Product to violate any applicable law, rule or regulation (including without limitation laws pertaining to trespass and similar laws) or these Terms, or to encourage or enable any other person to violate any applicable law, rule or

regulation or these Terms; (b) inflict emotional distress or other harm on other people; (c) assault, threaten, or humiliate other people; (d) enter into or onto private property without explicit permission of the property owner; or (e) otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind.

## **5. USER CONTENT**

### **(a) Responsibility for User Content**

You are solely responsible for any text, communications, images, and other data, information and content that you submit in the Product, or transmit to other users of the Product (collectively, "User Content"). You are responsible for complying with all laws applicable to your User Content. You agree not to submit to the Product, or transmit to other users of the Product, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, or rights of privacy or publicity). You will not provide inaccurate, misleading or false information to us or to any other user of the Product. If information provided to us, or another user of the Product, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. We may, in our sole discretion and without notice, review and delete any User Content, but are under no obligation to do so.

### **(b) Content Screening**

We have no responsibility for the conduct of any user in or outside the Product, including without limitation any User Content submitted in the Product. We assume no responsibility for monitoring the Product for inappropriate content or conduct. We do not, and cannot, pre-screen or monitor all use of the Product or all User Content. Your use of the Product is at your own risk. By using the Product, you may be exposed to User Content that is offensive or inaccurate. At our discretion, we may, but we have no obligation to, engage in monitoring and/or recording of your use of the Product, including any communications such as forum posts or chat messages. By accepting these Terms, you provide your irrevocable consent to such monitoring and recording.

You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation text or voice communications. For the avoidance of any doubt, regardless of whether we, in our sole discretion, choose to monitor the Product, we shall

not be responsible for any User Content and assume no obligation to modify or remove any inappropriate User Content.

### **(c) Rights to User Content**

You acknowledge and agree, and you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to use, track, store, index, cache, copy, distribute, broadcast, transmit, publicly display and perform, reproduce, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit: (i) your Game scores; (ii) your Game play sessions; (iii) your presence on the Product; (iv) the time that you spend on or within particular portions of the Product; (v) rankings, statistics, user profiles and avatars; (vi) any User Content that you may submit; and (vii) other Product usage information, in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. You further hereby grant to us the unconditional, irrevocable right to use and exploit your name, likeness, social media or online handle(s), and any other information or material included in any User Content and in connection with any User Content or your User Account, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Product is at your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Product. Without limiting the foregoing, California minors have certain rights to have certain content about them that they have themselves posted on the Product prospectively removed from public display as provided for in the Privacy Policy.

### **(d) Prohibited Content**

The following types of User Content are examples of User Content that is prohibited in the Product:

- User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harassing User Content;
- "Junk mail", "chain letters," or "spam";

- User Content that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; and
- User Content of commercial nature without authorization from us.

If you see any material in the Product that in your good faith belief is offensive, hateful, harassing or that you otherwise think is prohibited, you may notify us by contacting us at [info@cybergames.studio](mailto:info@cybergames.studio).

For instructions on how to report intellectual property issues, please see section 10 ("Copyright Infringement") below.

### **(e) User Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, bug reports or other information about the Product ("Submissions") provided by you are non-confidential and shall become our sole property and you assign all rights in these Submissions to CYBER GAMES. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **(f) Interactions with Other Users**

We wish to remind you that you are solely responsible for your interactions with other users of the Product and any other parties with whom you interact through the Product. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Without prejudice to the above, we reserve the right to become involved in any way with these disputes, but are in no obligation to do so. You will fully cooperate with us to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting us access to any password-protected portions of your User Account.

## **6. WALLETS and DIGITAL ASSETS**

### **Definitions**

**In-Game Currency** – virtual in-game currency which has no monetary value and is not subject to monetary valuation, although it has a price at the time of acquisition.

**In-Game Assets** – shall mean virtual in-game objects, goods, elements of the game world and related Products, as well as statuses, attributes or other features of virtual in-game items and/or characters, in-game achievements, which are non-activated data and commands that may be available for purchase in the Game Product, whether on a reimbursable basis or as a reward for the user's certain activities in the Game.

**NFT**- means a blockchain-based token complying with the ERC-721 or ERC-1155 standard or other similar "non-fungible" token standards.

**NFT Content**- means an intangible, unique in-game cosmetic item and/or its associated video collectible conducted through a certain blockchain network, for use and playable within the Software or represented in the user's crypto-wallet.

Tournament - a competitive activity where players fight with robots on the maps according to the established rules.

## **How in-game currencies and assets can be earned and used**

### **In-Game Currencies**

**GCELL** - soft in-game currency of the XENNA game which is unable to sell, withdraw or transfer between players. It is stored only on one account.

The user can earn GCELL in battles, as a daily reward, on the road of trophies to achieve a certain rating, by dropping in the shop as a daily gift. The user can spend GCELL on ability leveling; crafting more rare abilities; opening two and three slots for a robot for abilities; buying daily promotions, Base, Standard and/or Master containers, shards to open light and heavy robots.

**GORE**- hard in-game currency of the XENNA game which is unable to sell, withdraw or transfer between players. It is stored only on one account.

The user can purchase GORE offers on the website or in the app. The user can spend GORE on buying a Gold Card, a special offer in the store, a container with skins, GCELL, a premium for 3, 7 or 30 days.

### **In-Game Assets**

**Conventional Robot Parts** - a resource designed to unlock new common robots and which is not transferable among the players.

The user can purchase it in the store with GCELL and/ or with regular experience robot shards. The user can spend it on discovering conventional robots.

**Rare Robot Parts** - a resource designed to open rare robots and which can be sold to other players through the internal functionality of the game.

The user can be rewarded with it for special events or purchase from other players through the internal functionality of the game. The user can spend it on discovering rare robots.

**Unique Robot Parts** -a resource designed to open unique robots and which can be sold to other players through the internal functionality of the game.

The user can be rewarded with it for special events or purchase from other players through the internal functionality of the game. The user can spend it on discovering unique robots.

### **Robot Shards (in production)**

**Ordinary Robot Shards** - in-game experience points that are not transferable among the players and can be used to level up robots, to increase the Rarity of Community Cards or Robot Cards, to unlock new robots.

The user can get rewarded with it in regular battles while playing as a regular robot; can knock it out from Classic or Master containers; can get it from transforming unique and rare shards or from Free and Common factories. The user can spend it on improving the robot from level 1 to 60; increasing the rarity of abilities from Common to Legendary.

**Rare Robot Shards** - a resource designed to improve robots and abilities and which can be sold to other players through the internal functionality of the game.

The user can get rewarded with it in regular battles while playing as a rare robot; can purchase from other players through the internal functionality of the game; can get from transforming unique shards; can get from Epic factories. The user can spend it on improving the robot from level 31 to 60; increasing the rarity of abilities from Rare to Legendary.

**Unique Robot Shards** - a resource designed to improve robots and abilities and which can be sold to other players through the internal functionality of the game.

The user can get rewarded with it in regular battles while playing as a unique robot; can purchase from other players through the internal functionality of the game; can get from Legendary factories. The user can spend it on improving the robot from level 46 to 60; increasing the rarity of abilities from Epic to Legendary.

**Loose Shards** - free in-game experience points that are not transferable among the players and can be used to substitute robot shards.

The user can drop it from Master containers or convert from regular shards. The user can spend it on leveling up any robot; increasing the rarity of any Card; discovery of new robots.

**Robots** - game units which are not transferable among the players.

The user can purchase it with Shards of certain types. The user can use it to participate in battles and to get a shard at the end of the battle.

**Ability cards** - used in battles character abilities which are not transferable among the players.

The user can get it by buying special offers in the store; by dropping from various types of containers or upon reaching a certain level as a trophy; as a store gift, as a daily reward.

**Golden Ability Cards** - a type of an ability card which increases the reward in a battle by a certain percentage.

The user can get it by buying special offers in the store with GORE.

**NFT Hero Xennian** - a character that can interact with the Sidus metaverse and which can be transferred or sold to other players using the internal marketplace or on the external Products (the OpenSea) like an NFT.

There are three types of these in-game items: Common, Epic, Legendary.

The user can obtain it as airdrop to the Genesis collection owners; by buying a hero at an auction, through the internal functionality of the game, on the OpenSea.

Free Hero Xennian is an in-game character and cannot be traded or transferred to another account. A Free rarity character is not an NFT item and cannot interact with the Sidus metaverse. It is awarded to all players when they first enter the game.

**Containers** - an in-game item that contains ability cards.

There are three types of these in-game items: Basic, Standard, Master. The user can get it as a trophy after achieving a certain rating/level, as a daily reward, or as a store gift.

## **NFT Content**

These objects can be traded and transferred using in-game functionality or third-party platforms.

The user can get it by participating in events, by airdropping as the Genesis collection card holder, by buying from other players. These items include: Harvester, Facility, Refinery, Land plot.

### **Tournaments**

We are holding tournaments from time to time. A tournament lasts several weeks, and users receive new robot parts as prizes. A tournament is based on the principle that our Product, and tournaments accordingly, is a game of skill, not a game of chance.

Tournament battles take place every day at an established time. The day winners are determined every day. The winners receive the details of a new robot (rare or unique) and/or NFTs.

Tournaments are held one after another. When one tournament ends, the next one begins.

Parts of one new robot (rare or unique) are played out within each tournament.

Thus, the tournament is the only opportunity to get a new compelling robot on a competitive basis.

There is no winner of the tournament. There are prizes for players with the highest scores. Tournament participants take a position in the standings according to the rating earned in battles. The rating is calculated (determined) based on the results of each battle, and the best result in all battles played. The rating depends on the actions within the battle and on the final place in the battle. Tournaments implement the concept of the game of skill.

The winner is solely responsible for any tax obligations resulting from obtaining the prize in a tournament. Neither we nor our partners are responsible for payment of any such taxes.

CYBER GAMES allows its users to access and manage BEP20 digital blockchain-based assets ("Digital Assets"). Your wallet, Digital Assets, and cryptocurrencies are completely in your own control. You are the one and only one responsible for manipulating your fund to perform any transfers of Digital Assets. We cannot interfere with any of your Digital Assets storage and transactions from your wallets in any case.

CYBER GAMES does not maintain any blockchain wallets. You hereby acknowledge and agree that CYBER GAMES has no liability for or control

over the safety, suitability, quality, delivery, legality, or other aspects of any of your Digital Assets.

## **7. FEE AND PAYMENT**

**Fees and Purchases.** Certain features of the Product may be subject to a fee. You may be required to pay for certain Products, including through an exchange for virtual currency, or a purchase of certain virtual, in-game items, upgrades or participation in certain Game activities. Any applicable fees are displayed on the Product in connection with the respective feature of the Product. We do not warrant that feature specifications, pricing, or other content on the Product is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, we shall have the right to refuse or cancel any orders in our sole discretion. If we charged your payment method prior to our cancellation, we will issue a credit to you in the amount of the charge. We may, from time to time, modify, amend, or supplement our fees and billing methods, and post those changes in these Terms or elsewhere on the Product.

**Your License to Virtual Items.** In particular, CYBER GAMES may license to you virtual, game currency or certain virtual goods such as in-game items (collectively, "Virtual Items") on a limited, personal, non-transferable, non-sublicensable and revocable basis and limited only for personal, non-commercial use. You may purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use Virtual Items from CYBER GAMES using actual monetary instruments or using virtual currency if you are a legal adult in your country of residence. Any Virtual Items are licensed, not sold to you. Virtual Items (including game currency) may never be redeemed for actual monetary instruments, goods or other items of monetary value from CYBER GAMES or any other party. Unless expressly authorized in the Product, you agree not to sell, redeem or otherwise transfer Virtual Items to any person or entity, including but not limited to another user or any third party.

**Payments; No Refunds.** You may pay using the methods available for the particular Products, which may include credit card, debit card, PayPal, or other similar accounts, and you agree to the terms and conditions applicable to each payment method you choose, including any additional payment processing fees which may be applicable. By providing us with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; and (ii) authorize us to charge you for the Product using your provided payment method. You must promptly update all billing

information to keep it current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us if your credit card is canceled, lost or stolen.

We may manage, regulate, modify, control or eliminate Virtual Items at any time in our sole discretion, with or without notice. If we exercise such rights, we will have no liability to you or any third party. Please note that Virtual Items are not transferable, and that we are not responsible for any Virtual Items that are lost, damaged, deleted or otherwise used inappropriately, or for game play interruptions or premature game termination, regardless of cause, that result in Virtual Items being spent.

Provision of Virtual Items is a Product that CYBER GAMES offers to you as a part of the Product. By paying the applicable fees you acknowledge and agree that our provision of the Virtual Items commences immediately upon you subscribing to or purchasing such Product and therefore any right of withdrawal or right of cancellation or "cooling off" period does not apply.

You may also obtain a license to use Virtual Items by redeeming third party virtual currency, in which case the terms and conditions applicable to such third party virtual currency apply in addition to these Terms. In case transactions are conducted solely through the Blockchain via a designated wallet and currency (THC). We will keep no information and provide no control, support, the ability to reverse reported transactions. In general, we have no liability to you or to any third party for any alleged problems that arisen during the alleged trades and transactions conducted via the Smart Contract, the Blockchain. The Blockchain requires the payment of a transaction fee for every transaction that occurs in the marketplace. The fee funds the network of computers that run the decentralized network rather than as profits. In addition to the fee, each time you use the Smart Contract to conduct a transaction with another user via the App, you are agreed to allow us to collect a commission of 4.25% of the total value of that transaction. You should have a clear understanding that the commission will be transferred directly to us through the Blockchain as a part of the transaction. As a matter of fact, we (we and you users) will be legally responsible for paying any types of cost, duty, and tax as your government requests. Such numbers will vary according to your jurisdictions and countries as well as the national laws and regulations. We have no liability and will provide no data, no support to you in such processes.

ANY APPLICABLE FEES AND OTHER CHARGES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART. IN PARTICULAR, ANY PAYMENT

FOR LICENSES FOR VIRTUAL ITEMS OR REDEMPTION OF THIRD PARTY VIRTUAL CURRENCY IS ALWAYS FINAL AND NON-REFUNDABLE.

You agree to pay all fees and applicable taxes incurred by you. We reserve the right to change the pricing for the goods and Products offered through the Product, including the Virtual Items, at any time. UNLESS PROHIBITED BY LAW, YOU ACKNOWLEDGE THAT WE ARE NOT OBLIGATED TO PROVIDE ANY REFUNDS FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT BE ENTITLED TO RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS TERMINATED OR SUSPENDED FOR ANY REASON, REGARDLESS OF WHETHER SUCH TERMINATION OR SUSPENSION WAS VOLUNTARY OR INVOLUNTARY.

You are solely responsible for any costs you incur to access the Product through any Internet, wireless or other communication Product, such as any fees for web browsing, messaging, and data usage on an Internet provider's or wireless carrier's network. Check with your carrier to determine the fees that apply.

You may only apply for a refund when you purchase an item or key that can be turned into an NFT but has not yet been minted into an NFT within 14 days from the date of purchase.

In any other case, the purchase of NFT Content is final and cannot be refunded due to the immutable nature of the blockchain-based ledger system which was utilized in connection with the sale and transfer of the NFT and corresponding NFT Content.

#### **Our Partners.**

We cooperate with Xsolla on distributing our Product. Xsolla is an authorized global distributor of our Product provided that Xsolla distributes nonconvertible virtual items for us, except NFTs.

## **8. SUBMISSION**

You should have a full understanding and an agreement that any question, comment, suggestion, idea, feedback or other forms of information regarding using the Site, the App and the Smart Contract ("Submissions") provided by you to us are non-confidential and should eventually become our properties. We are eligible for the unrestricted use and of these Submissions to any lawful purposes, commercial activities without notifying you of our acknowledgment or compensation. You also should be aware of the discretion of any content-related you submit to the Site, the App, and the

Smart Contract. Everything that poses a violation against the laws and regulations will be completely removed without notification.

## **9. THIRD PARTY MATERIAL**

The Product contains links to websites and content owned and/or operated by third parties. Such links are provided for informational purposes only. We are not responsible for any such third-party websites or content and do not have control over any materials made available therein. Our inclusion of a link to a third-party website or content in the Product does not in any way imply our endorsement, advertising, or promotion of such websites or content or any materials made available therein. By accessing a third-party website or content you accept that we do not exercise any control over such websites or content. We have no responsibility for such third-party websites or content. We encourage you to familiarize yourself with the terms of Product applicable to any third-party website or content you may access. In particular, and without limiting the foregoing, the Product or parts thereof may utilize Google Maps functionality and by accessing and using the Product, in addition to these Terms, you agree to be bound by the [Sidus additional terms of use](#).

We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party products, Products, materials or websites. Please note that the applicable third party is fully responsible for all goods, materials and Products it provides to you and for any and all damages, claims, liabilities and costs it may cause you to suffer, directly or indirectly, in full or in part.

## **10. LOCATION-BASED FEATURES**

If you have enabled GPS, geo-location or other location-based features on your device, you acknowledge that your device location will be tracked and may be shared with others if you enable that feature for our Product consistent with the Privacy Policy. Some mobile app(s) or feature(s) allow for you to disable location-based features or manage preferences related to them. You can terminate device location tracking by us by turning off GPS location sharing in your mobile device settings or by uninstalling any mobile app(s) or feature(s). The location-based Products offered in connection with the Product or feature(s) are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other situation in which the failure or inaccuracy of use of the location-based Products could lead directly to

death, personal injury, or severe physical or property damage. Location data may not be accurate and LOCATION-BASED / GEO-LOCATION Products ARE USED AT YOUR OWN RISK.

By using the Product, you agree that we may access your device in order to allow for or optimize your use of the Product. For instance, the Game may access, use and read accounts, settings, data and/or content on your device, and/or add content to your device, and change settings of your device, for reasons such as saving Game images, sound files and writing usage logs to the device; sending social media messages you initiate; sending and receiving data needed for Product operations; and to provide you notice when you are not connected to a network. You consent to these activities by installing the Game or otherwise using the Product. Your device settings may enable you to disable, change or limit some of these activities, and you can disable all of them associated with the Game by uninstalling the Game.

## **11. INTELLECTUAL PROPERTY RIGHTS**

These Terms confer only the right to use the Product while these Terms and the specified licenses are in effect and they do not convey any rights of ownership in or to the Products. All right, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right the Product and all content, including but not limited to source codes, databases, functionalities, softwares, website designs, audios, videos, texts, photographs, and graphics on the Product, existing or created in or through the Products will remain our sole property. CYBER GAMES retains all right, title and interest in and to the Product and any content available therein, including, but not limited to, any Games, titles, source and object codes, Game client and server software, other computer codes and software, User Accounts, themes, objects, characters and character likenesses, character names and character profile information, stories, dialogue, catch phrases, locations, artwork, animations, sounds, musical compositions, audio-visual effects, concepts and methods of operation, layout, text, data, files, images, graphics, the "look and feel" of the Product, documentation, gaming history and recording of game play, transcripts of any chat rooms, and moral rights, whether registered or not, and all applications thereof.

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Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

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IF YOU ARE A UNITED STATES RESIDENT OR OTHERWISE MAKE ANY CLAIM AGAINST US IN THE UNITED STATES, YOU EXPRESSLY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY BETWEEN YOU AND US ARISING OUT OF OR RELATING TO THE Product, INCLUDING RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THESE TERMS OR THE PRIVACY POLICY (COLLECTIVELY "DISPUTES"), SHALL BE RESOLVED THROUGH CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE AN ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), RATHER THAN IN A COURT. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S COMMERCIAL ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY "RULES"), AVAILABLE AT [www.adr.org](http://www.adr.org) OR BY CALLING 800-778-7879. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.

Payment of arbitration costs will be governed by the AAA's fee schedule, unless you are able to show that your portion will be prohibitive as compared to litigation costs, in which case we may pay as much of your arbitration costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation costs. We also reserve the right in our sole and exclusive discretion to assume responsibility for all arbitration costs imposed by the AAA. Each party agrees to pay its own attorneys' fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys' fees and expenses.

The arbitration may be conducted in Los Angeles, CA. The arbitrator's award shall be final and binding on you and us and may be entered as a judgment in any court of competent jurisdiction.

As an exception to the binding arbitration rule, to the extent the Dispute arises from (a) a violation of our intellectual property rights; (b) any claim related to, or arising from, allegations of a violation of the safe play, license restrictions, prohibited content or prohibited activities sections of these Terms; or (c) any claim for equitable relief; then both parties agree that a party may seek injunctive remedies (or equivalent urgent legal relief) in any court with jurisdiction over the other party. In addition to the foregoing, in lieu of arbitration, either party may assert an individual action in small claims court for claims that are within the scope of such court's jurisdiction.

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To begin an arbitration proceeding, you must send a letter to us at CYBER GAMES FZCO, Attn: Legal Director, Dubai Silicon Oasis, DDP, Building A1,

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## **21. GOVERNING LAW AND RESOLUTION OF DISPUTES**

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