

## TERMS AND CONDITIONS

Last Updated: August 7, 2024

Thank you for your interest in our website <https://guardiansofchain.com> (the "Website"). These Terms and Conditions (the "Terms", "Agreement") shall govern the contractual relationship between you and NUOPLAYM LIMITED, company number 15858142, registered address 7 Bell Yard, London, England, WC2A 2JR ("we", "us", "our" and "Company").

You signify your assent to these Terms by using Website, registering at Website or acquiring anything from us. Please review these Terms thoroughly before accessing, using, or obtaining any materials, information, products, or services to ensure they meet all your expectations and do not include anything you disagree with or are not satisfied with. If you do not agree to these Terms, you should refrain from using the Website. These Terms do not apply to games, websites, products, or services provided by companies that we do not own or control or to individuals that we do not employ or manage.

By accepting these Terms you also give your consent to adhere to any other additional terms, conditions, and policies referenced here and/or available by hyperlink on the Website.

### 1. **DEFINITIONS**

In these Terms, unless the context requires otherwise, the following words and expressions shall have the following meaning:

- **"Business Day"** refers to any day (excluding Saturday, Sunday, or public holidays) when banks and governmental authorities in the United Kingdom are open for business;
- **"Game"** refers to Guardians of Chain available at the Website;
- **"Personal Data"** refers to any information relating to an identified or identifiable natural person;
- **"Platform"** refers to the Website and Services collectively;
- **"Privacy Policy"** refers to the Privacy Notice and Cookie Policy available on the Website, governing the procedures for processing Personal Data followed by the Company;
- **"Services"** refers to the services provided by Company as defined herein. Our Services are provided to you only for private, non-commercial use;
- **"Token (s)"** refers to the virtual currency that user may use in order to acquire Virtual Items;
- **"You", "your", "customer" and "user"** refers to any person using or accessing our Platform;
- **"Terms", "Agreement"** refers to the latest version of this Terms;
- **"Virtual Items"** refers to the term as defined in Clause 7 herein;
- **"Website"** refers to the website of the company available at <https://guardiansofchain.com>.

### 2. **OUR SERVICES**

With this Website, the Company operate as online free-to-play digital card Game. The Company permits its registered users to use the offered Services subject to the statutory provisions and these Terms. The Company is entitled to modify the functionality and scope of the Services at any time.

Your use of the Platform is licensed, not sold, to you, and you hereby acknowledge that no title or ownership with respect to the Platform or the Game is being transferred or assigned and this Agreement should not be construed as a sale of any rights. All access to and use of the Platform and the Game is subject to this Agreement, statutory provisions and other any other additional terms referenced here or published at our Website.

To access the Services, you might require specific hardware, software, capabilities, and other resources (such as a reliable Internet connection). It is your sole responsibility to obtain and maintain these resources at your own expense.

### 3. **PRIVACY**

We collect, store, and use data collected from you in accordance with our Privacy Policy, located at our Website. We encourage you to review our Privacy Policy before using our Website or Services.

### 4. **ELIGIBILITY**

You are permitted to use our Website, Services solely for lawful purposes and in compliance with all applicable laws and regulations. Access to our Website is granted only to individuals who have attained

the age of 18. If the legal age in your jurisdiction or permanent residence is reached at a later date, that age will apply accordingly.

By accessing and/or using our Website and Services you represent and warrant that you are legally qualified to enter into and form contracts under applicable law.

The Company explicitly states that it does not provide its Services to, and does not accept customers from, the following territories/jurisdictions: Afghanistan, Cuba, Iran, North Korea, Syria, Russian Federation, Belarus, Regions of Ukraine: Crimea, Donetsk and Luhansk, Myanmar (Burma), Central African Republic, China, Congo DR, Lebanon, Libya, Mali, Nicaragua, Somalia, Sudan, Venezuela, Yemen, Zimbabwe and any other jurisdiction where it would be illegal under applicable laws and regulations with regard to the Company. Please note that this list may change as necessary to maintain strict adherence to all applicable legal requirements.

## **5. MODIFICATIONS**

The Company retains the right to occasionally modify, suspend, or cease this Website, Services and/or its content without prior notice, at its sole discretion. It is your responsibility to regularly review these Terms. We will update the "Last Updated" date at the top of these Terms, which reflect the effective date of such Terms. Your continued use of or access to our Website following any changes to these Terms indicates your acceptance of those changes. If you disagree with any provision of the Terms or become dissatisfied with the Website in any manner, your only recourse is to promptly discontinue use of the Website.

## **6. YOUR ACCOUNT**

In order to use our Services you should register an account at our Website. When you register for an account, you agree to provide accurate and complete information about yourself such as name, phone, email, other information defined in the registration form and create a password. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account.

Your account is personal to you, and you may not share it or allow any other person to utilize your account. You may not use another person's account. You are responsible for all activities that occur under your account. You must immediately notify us if your registration information changes.

You are solely responsible for all damages resulting from unauthorized access to your account. You must immediately notify us if you learn of or have reason to suspect any unauthorized use of your account or any other breach of security.

The Company reserves the right to decline user registrations based on valid and objective reasons. These reasons may include, but are not limited to, breaches of the Terms, implementation of fraud prevention measures, doubts regarding the user's identity, suspicion of spamming activities, uncertainty about the user's age, fraudulent behaviour, or attempts to register in markets where the Company's services are not available. Additional steps for registration, such as an identification process or spam prevention measures, may be required by the Company.

We reserve the right to suspend or terminate your access to the Services at any time, without any notice to you, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which would or might cause damage to or impair the Services or infringe or violate any third party rights (including intellectual property rights), or violate any applicable laws or regulations. Termination of your account also entails the termination of the license to use the Service, or any part thereof.

## **7. VIRTUAL ITEMS**

While using the Service, you may acquire points, coins, virtual in-Game items, achievements, progressions, or access to additional features, levels, characters, maps, or other content (collectively, "Virtual Items") through making exchange with the Tokens, which may be replenished by purchasing ready-made packages or topping up any amount with a real-world currency.

The Virtual Items are intended solely for your use within the Game, have no monetary value, and cannot be redeemed for cash, sold, or transferred, except as explicitly stated. You are granted a license to use

these Virtual Items rather than owning them outright. You do not have ownership or proprietary rights over these Virtual Items.

The Company reserves the right to repurchase, exchange, lease Virtual Items from you in exchange for real life currency, tokens or other Virtual Items, depending on the conditions provided in the relevant menu on the Website, before confirming the transaction.

If your account is terminated, all Virtual Items will be deleted or removed and will not be recoverable, retrievable, or refundable.

## **8. TOKENS**

The Company hereby grants you a non-transferable, non-exclusive, revocable, limited license to use your Tokens solely within a Platform in order to acquire Virtual Items in connection with your account through which you purchased Tokens.

All Tokens and Virtual Items are deemed to be final and non-refundable, unless stated otherwise at our discretion.

Tokens can only be used to purchase Virtual Items and cannot be redeemed for cash or exchanged for any value. They are not legal tender and cannot be reloaded, resold, transferred, or used in any way other than as specified within the Service, Game, or our Website marketplace. Tokens may not be used for any other account unless explicitly allowed by these terms or required by law.

The Company has full authority over all Tokens and can, to the extent allowed by law, alter their value, modify them, or eliminate them at its discretion without any liability. Once Tokens are transferred to your account, the Company's obligation to you regarding those Tokens is considered fulfilled.

Tokens have no monetary value, cannot be exchanged for real money, and only can be used within the Game. Apart from a limited, revocable, non-transferable license to use the Virtual Items or Tokens within the Game, you do not have any ownership or rights to such Virtual Items or Tokens.

If your account is terminated or suspended for any reason, or if the Company discontinues its Game, you will lose all Tokens and Virtual Items. The Company retains the right to manage, regulate, modify, or eliminate Tokens and Virtual Items as it sees fit, and is not liable to you or anyone else for these actions.

## **9. ACCEPTABLE USE**

You may only use the Services in compliance with Terms and all applicable laws and regulations. You are responsible for ensuring your use of the Services does not violate any applicable law, regulations, or third party rights. We reserve the right to take any appropriate measures we determine are necessary to protect ourselves, other users, and other third parties, which may include (1) temporarily or permanently suspending or terminating your account; and/or (2) reporting any misconduct to a competent authority or law enforcement.

You are not permitted to adopt any automated process to extract, harvest, or otherwise scrape information, data, and/or content from our Services and all our digital properties related to our Services.

## **10. USER CONDUCT RESTRICTIONS**

Your access to and use of the Services are governed by these Terms as well as all applicable laws and regulations. You are prohibited from:

- accessing or using the Services if you are not legally competent to agree to these Terms;
- making unauthorized copies, modifying, adapting, translating, reverse engineering, disassembling, decompiling, or creating derivative works from the Services or any included content, including software and Virtual Items, unless expressly permitted by these Terms or applicable law;
- distributing, licensing, transferring, or selling any part of the Services or derivative works;
- marketing, renting, or leasing the Services for a fee, or using the Services to advertise or solicit commercially, unless another directly prescribed herein;
- using the Services for commercial, political, or unauthorized purposes without our written consent, including advertising, solicitation, or spamming;

- interfering with or attempting to disrupt the Services or our website, or bypassing any security measures we employ;
- incorporating the Services or any part of them into another program or product;
- using automated tools to collect information from or interact with the Services;
- impersonating others or misrepresenting your affiliation with any person or entity, including misrepresenting content as originating from the Services;
- intimidating, harassing, or promoting sexually explicit material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- using another's account or system without authorization from the Company;
- using the Services in a way that conflicts with or undermines their intended purpose;
- exploiting cheats, bots, hacks, bugs, or design flaws to gain unauthorized access or an unfair advantage in the game;
- trading, selling, or duplicating Virtual Items unless expressly permitted by the Company;
- hosting or developing matchmaking services for the Game without authorization;
- uploading or transmitting files that contain harmful software, unauthorized advertising, personal information, intellectual property infringements, defamatory content, or any material that is illegal, offensive, or intended to harm or provoke others;
- providing answers or recommendations without proper licensing or qualifications;
- restricting or inhibiting others' use of the Services or exposing the Company, Services, or users to harm or liability.

We reserve the right to remove or disable your access to the Platform, including the Game, Tokens and Virtual Items, at our discretion, with or without prior notice, for any reason or no reason. This may include violations of these Terms or actions detrimental to the Services or users. If we terminate your access to the Game because we no longer have the rights to provide it, we will make reasonable efforts to transfer your account to a third-party provider that succeeds to the rights in the Game.

#### **11. INACTIVE USER ACCOUNT POLICY**

We reserve the right to disable or deactivate user accounts that are inactive for more than 30 calendar days. This is a necessary housekeeping policy to ensure our infrastructure runs smoothly for the rest of our users. In the event of such termination, all data associated with such user account may be deleted. We are not obligated to provide you prior notice of such termination by email.

#### **12. COMPLIANCE PROCEDURES**

By utilizing our Services, you consent to adhere to the Terms and all other Company policies continuously published. Should you encounter any content on the Website that you believe violates the Terms, any other published policy, or any information that you deem illegal, please report it to us via email at: [claims@guardiansofchain.com](mailto:claims@guardiansofchain.com) providing the following details:

- a sufficiently substantiated explanation of why you allege the information in question to be illegal content;
- a clear indication of the exact electronic location of that information, such as the precise URL or URLs, and any additional information necessary to identify the illegal content, tailored to the content type and hosting service;
- the name and email address of the individual or entity submitting the notice;
- a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.

We reserve the right to enforce these policies through various means, including, but not limited to, issuing written warnings, removing content, or restricting or terminating a user's access to the Website or Services. We retain the discretion to permanently and irreversibly remove accounts for repeated violations of these policies or for a single severe violation.

#### **13. PRICING**

The pricing of the Tokens, Virtual Items will be clearly displayed on our Website. We reserve the right to modify the pricing at any time, but any changes will not affect prior purchases.

Our Website operates primarily in Euro (EUR) for both incoming and outgoing transactions. Users should be aware of the currency implications and fees associated with currency conversion, especially when withdrawing funds to personal accounts.

#### **14. PAYMENT METHOD**

We accept payment through the payment methods listed on our Website. You are not allowed to make payments using credit or debit cards that have been provided by a third party. Please note that your use of specific payment method may be subject to additional fees and charges, including but not limited to foreign transaction fees, currency conversion fees, and other fees assessed by your card issuer. These fees are not controlled by our Website and we are not responsible for any charges or fees assessed by your card issuer.

Our Website strictly prohibits the use of debit and credit cards that are not authorized by the cardholder. By using our Website, you agree that you will not use any credit card that you do not have express permission to use. If the payment method provided is declined or unable to be charged for any reason, we reserve the right to cancel the order.

You are responsible for providing accurate and up-to-date billing information when making a purchase of products through our Website. If you believe that there has been an error in the billing of your purchase, please contact us immediately for assistance. We may retain your billing information for future purchases, unless you request that we delete it.

#### **15. TAXES**

You are responsible for any applicable taxes or duties imposed on your purchases, unless otherwise provided by applicable laws. By making a payment through our Website, you authorize us to charge the payment method you have provided for the full amount of the purchase, including any taxes (if applicable), shipping and handling fees, and other charges.

#### **16. DELIVERY**

Instructions regarding the delivery of purchased goods through our Website will be sent to the email address linked to your account. Please note that the delivery process may take up to up to 14 calendar days from the moment of payment confirmation.

We retain the right to cancel any orders that cannot be delivered, and in such cases, a full refund will be issued.

#### **17. REFUNDS**

You qualify for a refund under the following conditions:

- If you encounter technical issues with a purchased item that prevent you from using or accessing it, please contact our customer support team via [support@guardiansofchain.com](mailto:support@guardiansofchain.com). If we cannot resolve the issue within 5 Business Days, we will issue a refund;
- If you spot unauthorized charges on your account related to purchases, reach out to our customer support team immediately. We will investigate, and if the charges are found to be unauthorized, we will issue a refund;
- If there is a payment error, such as an overcharge or incorrect billing, contact our customer support team with evidence of the error, and we will promptly address the issue, which may include issuing a refund;
- We may also issue a refund if we identify potentially fraudulent transactions or in other situations where a refund is necessary to protect our interests and ensure the integrity of our website.

If you are a consumer and resident of the EEA, United Kingdom or Switzerland, you have a mandatory cancellation right to cancel an order when purchasing digital content (e.g Virtual Items, Tokens) within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the delivery of the Virtual Items, Tokens.

To exercise the right of withdrawal, you must inform us via [support@guardiansofchain.com](mailto:support@guardiansofchain.com).

If you cancel an order, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from the contract ,although this period may extend to up to 1 month depending on your payment provider. We will carry out such reimbursement using the same means of payment as you

used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

(but please note you will lose this cancellation right if you provide prior express consent to begin the download of that content during the right of cancellation period, and acknowledge that you will lose your cancellation right):

## **18. INTELLECTUAL PROPERTY RIGHTS**

The Website/Platform and all content and materials contained therein, including but not limited to software, images, graphics, video, audio, text and logos, are the property of the Company, its affiliates or licensors and are protected by applicable intellectual property laws. You may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any part of this Website without the prior written consent of the Company. The Company respects the intellectual property rights of others and expects its users to do the same. If you believe that any Website's content somehow infringes your intellectual property rights, please contact us at [claims@guardiansofchain.com](mailto:claims@guardiansofchain.com) with the following information:

- a description and grounds for the claim;
- a description of where the material that you claim is infringing is located on the Website/Platform;
- your contact information, including your name, address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of intellectual property rights, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of intellectual property rights or authorized to act on the owner's behalf.

The Company undertakes to remove any content or materials on its Website that infringe upon the intellectual property rights of others. All trademarks, service marks, trade names, logos, and other designations used on this Website/Platform are the property of their respective owners. You may not use any of these marks or logos without the prior written consent of the owner.

The Website/Platform (including, but not limited to, text, photographs, graphics, video, audio content, metadata, and computer code) are protected by copyright as collective works or compilation under the copyright laws of applicable law and other countries.

All individual articles, photographs, graphics, video, audio, and other content, or elements comprising the Website/Platform are also copyrighted works. All copyrights on the Website/Platform are owned by us or by our third-party licensors to the extent permitted under the applicable law and all international copyright laws. Unless expressly authorized by the Company in writing, you are prohibited from publishing, reproducing, distributing, publishing, entering into a database, displaying, performing, modifying, creating derivative works, transmitting, or in any way exploiting any part of the Website/Platform (including, without limitation, in connection with the training, development, or use of a machine learning and/or artificial intelligence model or tool).

All trademarks, service marks, trade names, product names, and logos appearing on this website are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by this Website, or vice versa.

## **19. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, members, managers, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, demands, or expenses, including attorney's fees and costs and expenses, arising out of or in any way connected with your use of the Platform, your breach or alleged breach of these Terms or your violation of any rights of any other person including other users of the Platform.

## **20. DISCLAIMERS**

THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED ON THIS WEBSITE ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE OPERATION OF THE WEBSITE, GAME OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR SERVICES PROVIDED TO YOU BY THE COMPANY.

YOUR USE OF PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT GUARANTEE THAT PLATFORM, ITS SERVERS, OR ANY EMAILS SENT FROM THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY WILL NOT BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, OR FAILURES IN PROVIDING ITS SERVICES OR DIGITAL ITEMS DUE TO FACTORS BEYOND ITS REASONABLE CONTROL. THE COMPANY DOES NOT ENSURE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THIS WEBSITE AND DOES NOT ENDORSE ANY OPINIONS, ADVICE, OR STATEMENTS MADE.

UNDER NO CIRCUMSTANCES WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM ANY ERRORS, MISTAKES, OR INACCURACIES IN CONTENT, PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE, UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR PERSONAL OR FINANCIAL INFORMATION STORED THEREIN, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, OR ANY BUGS, VIRUSES, OR SIMILAR ISSUES TRANSMITTED THROUGH THE WEBSITE BY THIRD PARTIES. THIS ALSO INCLUDES ANY ERRORS OR OMISSIONS IN CONTENT OR ANY LOSS OR DAMAGE INCURRED FROM USING CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. THIS APPLIES REGARDLESS OF THE LEGAL THEORY (WARRANTY, CONTRACT, TORT, ETC.) AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM.

## **21. TERMINATION**

The contractual relationship between us are effective until you or Company terminates them. You may terminate this Agreement at any time by discontinuing your use of the Platform. We may terminate this Agreement at any time and for any reason without prior notice to you, and accordingly, we may deny you access to the Platform. Termination of this Agreement will not affect any right or relief to which we are entitled at law or in equity. Upon termination of this Agreement, you must terminate all use of Platform and any information or materials that have been provided to you. The terms and conditions in this Agreement that by their nature and context are intended to survive any termination of this Agreement will survive such termination and will be fully enforceable thereafter.

## **22. THIRD-PARTY LINKS**

We may post links to third party websites on the Website that are not owned or operated by us. Please be aware that we are not responsible or liable for any content, advertising, products, or other materials on or available from third party websites or for any privacy or other practices of the third parties operating those websites

## **23. GOVERNING LAW AND OTHER MISCELLANEOUS TERMS**

This Agreement and any claim related thereto will be governed by the laws of England and Wales, without reference to its conflicts or choice of law principles. Nothing in this Agreement shall deprive you of the protection afforded to consumers by the mandatory rules of law of the country in which you live.

All claims and disputes arising under this Agreement will be brought solely in any court located in England and Wales. You irrevocably submit and consent to the personal jurisdiction of such courts.

If you are residing in EEA or Switzerland the online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Company and the user arising from this Agreement.

The Company's failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not waive its rights to subsequently enforce any terms or conditions of the Terms or to act in response to similar breaches.

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and the invalid or unenforceable term or provision will not be considered to be part of this Agreement.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this Agreement or your access to and use of the Website.

Nothing contained herein shall be deemed to confer any third-party rights or benefits.

This Agreement constitute the entire agreement between you and us regarding your use of the Website and Services. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified to render it enforceable to the maximum extent possible to fulfil the intention of the provision. If a court or arbitrator finds the modified provision invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Agreement will not be affected.

**Contact Us:** Should you have any questions or concerns about these Terms, please contact us at [info@guardiansofchain.com](mailto:info@guardiansofchain.com).