

# TERM OF USE

## ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between You and STELLAR SUBTERRANEAN (“Company”, “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 website and associated applications located at or linked to from <https://StellarSubterraneanworld.com> (the “Website”), as well as any white label solutions, applications, content, functionality, and services offered on or through STELLAR SUBTERRANEAN, PC platform versions of the game “STELLAR SUBTERRANEAN” (collectively, the “Platform”) along with any other games and platform versions as STELLAR SUBTERRANEAN may make available to you from time to time.

Please read the Terms of Use carefully before you start to use the Platform. By using the Platform, or by clicking to accept the Terms of Use when this option is made available to you, you agree to be bound and abide by these Terms of Use and our Privacy Policy, found at Privacy Policy incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform. All information we collect on this Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

The Platform is an online gaming ecosystem that includes (i) a cryptographic wallet software used in and part of (ii) one or more interactive games. Broadly speaking, each game or application within the Platform is a distributed application that is running on the Solana Network, using specially-developed blockchain programs which enable users to interact with digitally rendered assets and items within the Platform. The Platform’s distributed technology also enables users to own and transfer other digital assets within each game. These assets can then be visualized on a website that the user can interact with or bought and sold among users. Any information we provide on the Platform, such as pricing, listing, and sourcing is for informational purposes. Also, STELLAR SUBTERRANEAN has no control over and provides no guarantees related to: the existence, accuracy, quality, safety or legality of items advertised or user content; the ability or legal standing of sellers to sell items; the ability of buyers to pay for items; or that any user will complete a transaction or return an item. Items for sale can include physical goods and services, as well as digital items such as non-fungible tokens (“NFTs”), blockchain programs, cryptocurrencies, and other digital-based goods (collectively, “Digital Assets”). Some Digital Assets may relate or interface with decentralized applications (“Dapps”) and the Solana blockchain.

The Platform is offered and available to authorized users who are 18 years of age or older who are acting in compliance with applicable law and who are not in breach of this agreement or legal obligations to third parties. The Platform is unavailable to users who have previously had their account disabled by STELLAR SUBTERRANEAN for violations of these Terms of Use or other applicable policies. If the user is an organization, you affirm you have the right, power, and

authority to enter into this agreement on behalf of, and to bind, said organization. If you do not agree to the provisions of these Terms of Use, you must not use the Platform or any of our services. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with STELLAR SUBTERRANEAN and meet the foregoing eligibility requirements. You represent that you are legally permitted to use the Platform in your jurisdiction including owning, buying, selling or other transacting in Digital Assets and interacting with the Platform in any reasonably foreseeable way. If you do not meet all of these requirements, you must not access or use the Platform. Without limiting the foregoing, by using our Platform, you acknowledge and understand that laws regarding Digital Assets may vary from jurisdiction to jurisdiction, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your jurisdiction with regard to the use of our Platform. You further represent and warrant that you will not use the Platform if the laws of your country of residency prohibit you from doing so in accordance with these Terms of Use. For the avoidance of doubt, the ability to access our Platform does not necessarily mean that the Platform, or your activities through it, are legal under the laws, regulations or directives relevant to your jurisdiction. All aspects of the Platform, or the services made available through our Platform, may not be available to all users, and we reserve the right to assess or reassess at any time your eligibility to use all or part of our Platform. The availability of our Platform does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. By accessing or using the Platform, you acknowledge that the game is still in open beta, and thus is subject to changes without prior notice and explicitly agree that the blockchain programs built into the Dapps that reside on the Platform and services are legally binding and enforceable upon you and the contract counterparty.

## **LICENSE AND ACCESS**

Subject to your compliance with any terms required to access particular functionality or third-party offerings (“Service Terms”) these Terms of Use, and your payment of any applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal use of the Platform and related services. This license does not include any resale or commercial use of the Platform data, or its contents; any collection and use of any software information, descriptions, or prices; any derivative use of any service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of framing, data mining, robots, or similar data gathering, viewing, and extraction tools. All rights not expressly granted to you in these Terms of Use or any Service Terms are reserved and retained by STELLAR SUBTERRANEAN or its licensors, suppliers, publishers, rightsholders, or other content providers. No portion of the Platform may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without STELLAR SUBTERRANEAN’s express written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Platform without STELLAR SUBTERRANEAN’s express written consent. You may not use any meta tags or any other “hidden text” utilizing our name or trademarks without our express written consent. You may use the Platform only as permitted by law. The licenses granted by us terminate if you do not comply with these Terms of Use or any Service Terms.

## **NFT LICENSE**

Some Digital Assets sold or created on the Platform may include NFTs. When obtaining, selling, or purchasing an NFT, you agree and understand what characteristics NFTs have and how the following terms apply to their sale. An NFT is a digital tool that can, but does not always, represent real-world objects such as photographs, videos, writings, or music. NFTs are usually built using similar technology to digital currencies. But, while digital currencies are usually fungible, NFTs usually are not. Each NFT is coded into a blockchain and contains built-in methods for evidence of authentication and proof of ownership.

You further understand that blockchain transactions are usually not reversible. You understand that NFTs and other Digital Assets may only exist by virtue of the ownership record maintained on a blockchain, and further that blockchain programs are conducted and occur on decentralized ledgers. STELLAR SUBTERRANEAN has no control over and makes no guarantees or promises with respect to such blockchain programs or the functioning of such blockchain or the persistence, or lack thereof, of the NFT or related content. In cases where a transaction involving a Digital Asset is revealed to be fraudulent or illegal or an infringement, or a buyer or seller acts fraudulently or illegally or in an infringing manner, then the defrauded or injured buyer/seller shall have no recourse against STELLAR SUBTERRANEAN, but solely against the respective seller/buyer.

Sellers of Digital Assets are responsible for providing all necessary information in compliance with all applicable law and regulations regarding such Digital Assets in applicable listings on the Platform.

### **STELLAR SUBTERRANEAN NFT Usage Rights**

When you purchase an STELLAR SUBTERRANEAN NFT on the Solana blockchain, you gain license to use the underlying artwork as you see fit. The ownership of this license is facilitated and managed on the Solana blockchain. By owning an STELLAR SUBTERRANEAN NFT, STELLAR SUBTERRANEAN grants you a worldwide, royalty-free license to use, copy, and display the purchased STELLAR SUBTERRANEAN artwork for personal use, or as part of a marketplace or third-party website/application that cryptographically verifies ownership and ensures that only the actual owner can display the art.

As long as you comply with these Terms, STELLAR SUBTERRANEAN grants you a worldwide, unrestricted license to use, copy and display purchased STELLAR SUBTERRANEAN NFT artwork for creating derivative works (such as producing and selling merchandise with copies of the art) under the term of “Commercial Use”. It is important to note that this section does not restrict you from owning or operating a marketplace that allows for the use and sale of STELLAR SUBTERRANEAN derived artwork, as long as the marketplace verifies the owner’s rights to display their art for their STELLAR SUBTERRANEAN. Additionally, you may own or operate a third-party

website or application that allows for the inclusion, involvement, or participation of STELLAR SUBTERRANEAN, as long as the website or application verifies the owner's rights to display the art, and the art is no longer visible once the owner of the purchased STELLAR SUBTERRANEAN leaves the website/application. Lastly, you are allowed to earn revenue from any of the aforementioned activities.

#### All Other STELLAR SUBTERRANEAN NFT and Asset Usage Rights

Creating original fanart without monetizing it is acceptable without any license or ownership. Creating derivative non-commercial fanart using official STELLAR SUBTERRANEAN-assets as inspiration is also acceptable. Provided that you own said asset being used as inspiration, and receive written permission from STELLAR SUBTERRANEAN, you are also granted a limited license to create derivative fan-art which can be used commercially given that you follow the terms set here in: Derivative commercial fan artwork must not use official STELLAR SUBTERRANEAN assets (the STELLAR SUBTERRANEAN logo, \$STELLAR SUBTERRANEAN token logo) For derivative commercial fan artwork, the artist must clearly state that it is "STELLAR SUBTERRANEAN Fanart", link to Stellar Subterraneanworld.com, and link directly to the Solscan token address of the asset that is being used for inspiration. An STELLAR SUBTERRANEAN asset can be used to generate a maximum of \$10,000 in revenue before an official license agreement has to be signed. The revenue can come from either fanart (tokenized or physical) or merchandise (t-shirts, mugs, hoodies, etc).

#### ELECTRONIC COMMUNICATIONS

When you use our services or send emails, text messages and other communications from your desktop or mobile device to us, you will be communicating with us electronically. You consent to receive communications from us electronically via emails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use at our sole discretion. Except when required by law, we will provide notification of updates to the Terms of Use and give users an opportunity to review them before they go into effect. Once the updated Terms of Use are in effect, you will be bound by the updated Terms of Use if you continue to use the Platform. Any changes to the dispute resolution provisions will not apply to any disputes for which the parties have actual notice on or prior to the effective date of any updated Terms of Use.

#### ACCESSING THE PLATFORM AND ACCOUNT SECURITY

To access the Platform or some of the resources it offers, you may be asked to provide login information, including username and password or social media account ("Login Info") and may include a Solana (or other blockchain's) wallet or similar address or credit card / debit card or other banking information ("Wallet") to access, fund or receive disbursements from your account.

It is your sole responsibility to maintain the security of your Login Info and your Wallet and to ensure that your use of the Wallet, including, for example, your use of credit and/or debit cards, is in compliance with your cardholder and other agreements. If you lose access to your Wallet, a private key, password, or other method of securing your Wallet, any funds may be irretrievable, and we will be unable to assist you in any way. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against us, our affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to your use of any Wallet technology or software, associated loss of funds, transaction failures, or any other defects that arise in the course of your use of your Wallet, including any losses that may obtain as a result of any failure in blockchain programs made available on the Platform. You hereby accept responsibility for any activity transacted on the Platform through or using your Wallet or its associated data. Additionally, you hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against us, our affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any defects that arise in the course of your use of your Login Info and account. By using the Platform, you agree to be fully, independently and personally liable for each transaction made on the Platform by you, and you must make sure that you are the only person with access to your Login Info at all times. You hereby accept responsibility for any activity transacted on the Platform through your account (including the activities of all persons who use your password to gain access to your Account or who use the device on which STELLAR SUBTERRANEAN products or related software is accessed and for complying with any licenses granted in these Terms of Use and for any software. You are expressly prohibited from allowing anyone else to use your account or to play or access any Company product on your behalf.

We will use commercially reasonable technical and physical safeguards to make the Platform securely available to its users. However, given the inherent risk of transmitting information over the internet, we will not be liable if for any reason 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. You are responsible for making all arrangements necessary for you to have access to the Platform.

It is a condition of your use of the Platform that all the information you provide on the Platform is authorized, correct, current, lawful, and complete. You agree that all information you provide to the Platform or otherwise, including through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information that are consistent with our Privacy Policy.

## FEES

STELLAR SUBTERRANEAN reserves the right to implement fees associated with the use and participation in the Platform. In the event users are charged fees, they may utilize payment methods such as the following (depending on availability): credit cards, debit cards, certain cryptocurrencies, and USDC. STELLAR SUBTERRANEAN may modify the type of payment methods available to you at its own discretion. Any contract for the purchase of goods/services between a buyer and seller in the Platform will be directly concluded by that buyer and seller, even if

STELLAR SUBTERRANEAN provides payment-related services to assist in concluding the purchase. Users wishing to receive funds as part of any Platform transaction must have a financial account on file that is operable to receive funds. Financial accounts include (depending on availability): bank accounts, blockchain addresses, and similar methods of receiving payment. STELLAR SUBTERRANEAN may modify the type of financial accounts available to you at its own discretion.

In order to transact with or within the Platform, you may be required to provide us with all necessary information for the purposes of: verifying your identity, complying with applicable laws, managing settlements of your purchases, and assessing fraud and risk. For individuals, this information may include your full name, address, phone number, date of birth, taxpayer identification number, bank account information, and a form of government-issued identification, among other points of verification. For businesses, this information may include full business name, address, phone number, entity type, bank account information, tax identification number, and formation documents, among other points of verification. In addition, businesses may be required to provide details regarding your beneficial owner(s), director(s), officer(s), authorized representative, and/or primary contact, such as name, contact information, nationality, title, and government-issued identification, among other points of verification.

We may use third-party payment services providers to assist us in providing payment capabilities, and we may process your data and transfer it to these third parties. You hereby explicitly consent to: our use of such third-party service providers, the outsourcing of services to them, and the related transfer and processing of your data.

You authorize STELLAR SUBTERRANEAN and our affiliates to verify information you provide to us, such as by verifying the existence of your bank account and obtaining reports from third-party sources, such as anti-money laundering, know-your-customer service providers. We reserve the right to close, suspend, or limit your account or rescind your access to the Platform in the event we are unable to obtain or verify any of this information. You agree that STELLAR SUBTERRANEAN is not responsible for any losses suffered by you as a result of incomplete or inaccurate information you provide. You agree to comply with all applicable laws, regulations, rules and terms and conditions in connection with your payment methods. You understand that some third parties, including payment services providers and others, may have their own applicable terms and conditions for the payment methods you choose to use. Failure to follow such third-party terms and conditions may result in fees assessed to you (for example, credit card currency conversion fees) or other actions taken by such third parties, and you agree that STELLAR SUBTERRANEAN has no control over, or responsibility or liability for, such fees or actions. In any jurisdiction where STELLAR SUBTERRANEAN has an obligation to collect sales taxes on sales you make using our Platform, we may collect such sales taxes from you via the payment method on file under the terms of the Billing Agreement or via any other means available to us. We may display third-party advertisements (including links and references thereto) or other content in any part of our Platform, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers. Due to the nature of NFTs and the blockchain, no refunds are guaranteed. In order to manage risk or secure your obligations under these Terms of Use, we reserve the right at our reasonable discretion to require that you maintain a minimum reserve of

transaction proceeds not available for disbursement (in the form of a fixed or rolling reserve) as a means of security. We will notify you of any reserves we require of you. Depending on your performance and the risk associated with your use of the Platform, a reserve may be raised, lowered, or removed at any time; if required by law, we will give you prior notice of such changes.

#### REFERRAL PROGRAM

Participation in the referral program is subject to the following terms and conditions. By participating in the referral program, you agree to be bound by these terms and conditions. The referral program allows eligible participants to earn bonuses by referring new users to STELLAR SUBTERRANEAN. Eligible participants are defined as individuals who have a valid account with STELLAR SUBTERRANEAN and have agreed to our terms and conditions. A valid referral is defined as an individual who creates a new account with STELLAR SUBTERRANEAN using a referral link provided by an eligible referrer. The referral must be a new user to STELLAR SUBTERRANEAN, meaning they must not have had an existing account with STELLAR SUBTERRANEAN prior to the referral. Referrers will earn a referral bonus of 10% of their referees' weekly in-game rewards for a period of 180 days starting from the date of the referred user's account creation. The referral bonus will be calculated based on the total weekly rewards earned by the referred individual and will be paid out to the referrer on a weekly basis. Referrers are prohibited from offering incentives or rewards to individuals in exchange for creating an account using their invite link. Any referrer found to be participating in this behavior will be disqualified from the referral program.

The referral bonus is non-transferable. The referral bonus will be subject to the same terms and conditions as the referred individual's weekly rewards, including any sanctions or restrictions on use. STELLAR SUBTERRANEAN reserves the right to change the referral bonus percentage at any time and without notice. The current referral bonus percentage can be found on [app.StellarSubterraneanworld.com/profile](https://app.StellarSubterraneanworld.com/profile). STELLAR SUBTERRANEAN also reserves the right to terminate the referral program or change the length of the bonus at any time and without notice. STELLAR SUBTERRANEAN is not responsible for lost, late, misdirected, or undeliverable referrals or communications, or for any computer, online, telephone, or technical malfunctions that may occur. STELLAR SUBTERRANEAN reserves the right to disqualify any participant from the referral program at any time, for any reason, including but not limited to, violation of these terms and conditions. These terms and conditions are governed by and construed in accordance with the laws of the jurisdiction in which STELLAR SUBTERRANEAN is headquartered, and any disputes arising out of or relating to these terms and conditions will be resolved exclusively by the courts located in that jurisdiction. These terms and conditions constitute the entire agreement between you and STELLAR SUBTERRANEAN regarding the referral program, and supersede any prior agreements or understandings, whether written or oral. RISKS

Use of the Platform may carry financial and legal risk. Digital Assets, such as tokens, cryptocurrencies, and NFTs, are a novel and relatively experimental technology. Their value, if any, can fluctuate with great volatility, and transactions conducted with Digital Assets are irreversible. Digital Assets and blockchain programs are typically described using extremely technical language that is difficult to understand and requires a deep knowledge of cryptography

and computer science. Functionality made available on the Platform may have inherent design flaws that have not been detected in testing or may not perform as expected in conjunction with third-party technology or high-volume use. You should carefully consider whether you have sufficient understanding of the technology and the applicable law before accessing or using the Platform. The Platform uses gossip, virtual voting and hashgraph mechanisms to measure consensus. These technologies and platforms may have unique benefits, limitations, advantages and disadvantages. It is up to you to understand these factors.

By accessing or using the Platform, you hereby represent that you have the requisite knowledge and experience to evaluate the risk of the technology you are using and any transactions you undertake, and you accept the risk that the Platform might not function as anticipated and that you might lose access to your Digital Assets temporarily or permanently.

You acknowledge the importance of the security measures we put in place with regards to purchases, payment methods, and financial accounts, and agree to comply with them. If you become aware of an unauthorized payment transaction or of a delayed or incorrectly executed transaction, you must notify us immediately.

#### INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” include copyrights, trademarks, trade names, trade dress, service marks, patents, patent applications, provisionals, continuations, continuations-in-part, trade secrets and any similar intellectual property, creator or moral rights in any applicable jurisdiction. The STELLAR SUBTERRANEAN name, logo, and other related trademarks or service marks are the exclusive property of STELLAR SUBTERRANEAN and may not be used without our prior written consent. If you breach 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 STELLAR SUBTERRANEAN. 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. From time to time, we may allow you to use our Intellectual Property Rights (such as images, videos, or sounds) in User Contributions. We retain all ownership and rights in such content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted.

You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform. The Platform and its entire contents, features and functionality (including all information, trademarks, service marks, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are provided by STELLAR SUBTERRANEAN, its licensors or other third-party providers of such material, some of which may be protected by United States and international copyright, trademark, patent, trade secret and other intellectual property rights laws. Third-party technology may be provided to the Platform that is owned by the third-party provider of such technology and is made available subject to these Terms of Use as well as any additional applicable license related to such



technology. Without our written permission, you may not modify, create derivative works of, decompile, or otherwise attempt to extract source code from the Platform.

When you provide User Contributions using our Platform (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferrable, sublicensable (through multiple tiers) right to use, modify, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), publish and distribute your User Content and otherwise exercise any and all Intellectual Property Rights you have in your User Content in connection with our provision, expansion, and promotion of the Platform, in any media known now or developed in the future. You agree to waive any moral rights to the extent permitted by law and that you will not withdraw such User Content or attempt to make a charge for the use of such User content. You warrant and represent that you are the exclusive copyright and holder of all Intellectual Property Rights in relation to the submission and that the submission in no way breaches the rights of any other person or entity. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against STELLAR SUBTERRANEAN, our assignees, our sublicensees, and their assignees and sublicensees' use of that content in connection with our provision, expansion, and promotion of the Platform.

#### 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 attempt to circumvent any Platform security or access controls or to interfere with the operation of the Platform; to impersonate or attempt to impersonate STELLAR SUBTERRANEAN, 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 transmit or exchange goods, services, or payments or Digital Assets that are the direct or indirect proceeds of any illegal, criminal or fraudulent behavior; in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform; in combination with 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; in combination with any manual process to monitor or copy any material on the Platform or for any other unauthorized purpose without our prior written consent; in combination with any device, software or routine that interferes with the proper working of the Platform; to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; to infringe the patent, trademark, copyright, moral, database, publicity and/or other intellectual property rights of third parties or that belong to or are licensed to STELLAR SUBTERRANEAN; to persuade or attempt to persuade (including procuring others to

persuade) other users to share any account information; to run or attempt to run any types of games of chance whether in the Platform or in the real world using any part of the Platform (including any in-game currencies associated with the Platform); to obtain information about another user and use such information for any purpose other than the intended uses of the Platform, unless given consent by said user; or to otherwise attempt to interfere with the proper working of the Platform. to engage in any practice that aims to manipulate the outcome of any STELLAR SUBTERRANEAN match, including, but not limited to; match-fixing, win-trading, or collusion between players.

In the event of a Terms of Use and/or Code of Conduct violation, disciplinary action may be taken. This could be in the form of a loss of rewards, or permanent ban on your STELLAR SUBTERRANEAN account.

Actual disciplinary action is dependent upon the severity and/or number of instances of the offences and shall be decided at STELLAR SUBTERRANEAN 'sdiscretion, on a case-by-case basis.

In line with the Terms of Use, STELLAR SUBTERRANEAN may issue a warning, suspend or close your account, reset your in game-rewards and/or suspend or close your ability to use one or more services, or part of the services, at any time based on prohibited conduct.

The following list gives examples of forbidden conduct that may lead to investigation by STELLAR SUBTERRANEAN and may result in disciplinary actions. It should not be considered as exhaustive.

Any activity, such as cheating, hacking, botting, stream manipulation or tampering that gives the account owner an unfair advantage or causes detriment to other players' experience in an online multiplayer game.

In general, if you want to play on a different account using 1 device, you must wait 24 hours between logging into the game application on the new account after logging out of the old account.

Exploitation of any new or known glitches/bugs that provide an unfair advantage over other players in online play.

When setting up an account for a Platform service or application, you may be asked to choose a username that will be used to identify you to other users. For example, an STELLAR SUBTERRANEAN character name. You must not choose a username that infringes the rights of any third party, impersonates Company staff or other users, which is deliberately confusing, offensive, racist, obscene, hurtful, unlawful or otherwise inappropriate or which breaches the username requirements specified in the applicable rules relating to STELLAR SUBTERRANEAN products. We reserve the right (at our sole and absolute discretion), to change any username for any reason or take such other action as we believe appropriate.

## MONITORING AND ENFORCEMENT

We reserve the right to:

take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; or

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.

remove your in-game rewards for any or no reason, including without limitation, any violation of these Terms of Use.

We assume no obligation to provide evidence of violation to users in the case of a disciplinary action. 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 using or posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS STELLAR SUBTERRANEAN 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.

We do not review all material before it is posted on or through the Platform and cannot ensure prompt removal of objectionable material after it has been posted. We assume no liability for any action or inaction regarding transmissions, communications or 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.

If a Platform user issue arises, we may consider a variety of factors, including specific circumstances regarding the issue, or a user's performance history, in applying our policies. In our effort to do the best thing for Platform users, we may decide to be more lenient with policy enforcement. The foregoing does not limit our right to refuse, modify, or terminate all or part of our services to anyone, or to terminate this agreement with any user, for any reason at our sole discretion.

#### 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. We do not warrant that product descriptions or other content on the Platform are accurate, complete, reliable, current or error-free. 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 user of the Platform, or by anyone who may be informed of any of its contents.

This Platform may include, or link to, content provided by third parties, including materials provided by other users, third-party licensors, syndicators, or aggregators. All statements and/or opinions expressed in such materials, and all articles and responses to questions and other content, other than the content provided by STELLAR SUBTERRANEAN, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of STELLAR SUBTERRANEAN. 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 this Platform from time to time, but its content is not necessarily complete or up-to-date. We reserve the right to withdraw or amend this Platform, and any service or functionality, including blockchain program functionality, we provide on the Platform, in our sole discretion without notice. 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. In the event of a change in the operation of the Platform, you agree we may temporarily or permanently suspend our operations without liability to you.

#### DATA PRIVACY

Our performance under these Terms of Use, including in facilitating processing of payments, entails the processing of your personal data when a transaction occurs with our assistance. With respect to such data processing, you and the payment method or financial account each act as a separate data controller/business under applicable data protection laws (which may without limitation include, the General Data Protection Regulation, the California Consumer Privacy Act, or other data protection laws to which you are subject). You agree to: comply with your obligations as a data controller/business pursuant to the applicable data protection laws, and provide us with all such reasonable cooperation, information, and assistance as necessary for us to meet our requirements as a data controller/business.

#### ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions may apply to specific portions, services or features of the Platform provided by STELLAR SUBTERRANEAN or third parties, including any consumer offers, event competitions, or sweepstakes made available through the Platform, either alone or in conjunction with the functionality provided by us. The use of such services or features shall be governed by the terms of use associated with them, and all such additional terms of use are hereby incorporated by this reference into these Terms of Use. We accept no liability or responsibility for any third-party functionality or any of our open-source functionality that has been modified by third parties.

#### ##LINKING TO THE PLATFORM

You may link to our Platform, 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. This Platform may provide certain features that enable you to: link from your

own or certain third-party Platforms to certain content on this Platform; or cause limited portions of content on this 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; otherwise take any action with respect to the materials on this 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 at our discretion.

#### LINKS FROM THE PLATFORM

The Platform may contain links to other sites and resources provided by third parties, such as advertisements and sponsored links. These links are provided for your convenience only. 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 sites linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such Platforms.

#### DISCLAIMER OF WARRANTIES

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, HACKS, 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, ANY THIRD-PARTY LINKS ACCESSED THROUGH OR IN CONJUNCTION WITH THE PLATFORM, 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. STELLAR SUBTERRANEAN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING 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 STELLAR SUBTERRANEAN, 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 BLOCKCHAIN PROGRAMS OR DISTRIBUTED APPLICATIONS EXISTING ON OR CONNECTING TO THE PLATFORM, ANY LOSS OF

FUNDS OR COLLATERAL, 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, 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. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGES, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORM OR ITS CONTENTS. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### INDEMNIFICATION

You agree to pay the costs of defense and indemnify and hold harmless STELLAR SUBTERRANEAN, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, successors and assigns, from and against any claims, liabilities, damages, judgments, losses, costs, debts and fees (including reasonable attorneys' fees) arising out of or relating to: your violation of any third-party right; your provision of false or misleading information; your violation of any law or regulation; your violation of the Terms of Use; your breach of any representation or warranty; your negligent or willful misconduct; or your use of or access to the Platform, including, your User Contributions, any use of the Platform other than as expressly authorized in these Terms of Use, or your use of information obtained from the Platform.

If you have a dispute with one or more users, you release STELLAR SUBTERRANEAN (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) 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. By entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### DISPUTE RESOLUTION

##### 11.1 Informal negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating the arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

##### 11.2 Binding Arbitration

If a Party is unable to resolve a Dispute through informal negotiations, the Disputes (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.

YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitration compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all the arbitration fees and expenses. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration can take place in the British Virgin Islands. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgement on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in the British Virgin Islands, and the Parties hereby consent to and waive all defenses of lack of personal jurisdiction, and forum non-conveniens with respect to venue and jurisdiction in such state and federal courts. In no event shall any Dispute brought by either Party related in any way to the Site, the App and the blockchain programs be commenced more than one (1) year after the cause of the action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed or jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

#### 11.3 Exceptions to the Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provision concerning informal negotiations and binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of, and of the intellectual property rights of a Party, (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal and unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed or jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

#### 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 THE CLAIM IS PERMANENTLY BARRED. WAIVER AND SEVERABILITY

No waiver by STELLAR SUBTERRANEAN 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 STELLAR SUBTERRANEAN 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 the Terms of Use will continue in full force and effect.

#### ENTIRE AGREEMENT

The Terms of Use, the Privacy Policy, and any applicable terms governing the use of third-party functionality or additional functionality provided by STELLAR SUBTERRANEAN, constitute the sole and entire agreement between you and STELLAR SUBTERRANEAN 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.

#### ASSIGNMENT

At our sole discretion, we may assign our rights and obligations under these Terms of Use. In cases of such assignment, we will notify you accordingly.

#### FORCE MAJEURE

We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms of Use, for any failure or delay in performance, when and to the extent such failure or delay is caused by or results from force majeure events ("Force Majeure Event"), including: acts of God, flood, fire, epidemics, pandemics, natural disasters, explosion, war, hostilities, civil unrest, government action, industrial disturbances, shortage of adequate Internet connectivity, telecommunication or utilities breakdown, and other similar events beyond our control. If we suffer a Force Majeure Event, we will use reasonable efforts to promptly notify you of such, stating the period of time the occurrence is expected to continue. We will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. We will resume the performance of our obligations as soon as reasonably practicable after the removal of the cause. In the event that our failure or delay remains uncured for a period of forty-five (45) consecutive days following written notice given by us under this section, we may thereafter terminate these Terms of Use upon fifteen (15) days' written notice.

#### TERMINATION

These Terms of Use are effective indefinitely, unless terminated in accordance with the below. We may terminate these Terms of Use by giving written notice fourteen (14) days prior via email to your registered email address. However, we may also terminate these Terms of Use on less notice or with immediate effect in the following scenarios: We are required to do so by law or a court order; a governmental authority requires us to do so to comply with anti-money laundering or counter-terrorism financing obligations; we have reasonable grounds to believe you are carrying out a prohibited or illegal activity; we are unable to verify your or your business's identity, or any other information regarding your account; or you are otherwise in breach of a material contractual obligation, or seriously or persistently violating any provisions of these terms in any



other way. Termination of these Terms of Use shall not affect the rights or liabilities of either party accrued until termination and/or any terms intended (expressly or implicitly) to survive termination. If there are pending payment transactions at the time the termination takes effect, they will be processed pursuant to these terms unless prohibited by law. IN THE EVENT OF TERMINATION OF YOUR STELLAR SUBTERRANEAN ACCOUNT, YOU MAY BE NOTIFIED TO WITHDRAW ANY CHARACTERS, IN-GAME ITEMS, AND CURRENCY PRIOR TO THE TERMINATION.

#### DIGITAL MILLENNIUM COPYRIGHT ACT

DMCA Notice: We strive to comply with the Digital Millennium Copyright Act of 1998, as amended ("DMCA"), at all times and maintain a repeat offender policy which may result in the termination of your right to use the Platform if you violate such policy. If you believe that your work has been copied, posted or otherwise made available through the Platform in a way that constitutes copyright infringement, please notify our DMCA Copyright Agent of your complaint, as set forth in the DMCA. Please consult the DMCA to confirm these requirements. You must provide our DMCA Copyright Agent with the following information in writing, to the extent required by the DMCA: (a) an electronic or physical signature of the person authorized to act on behalf of the copyright owner that is allegedly infringed; (b) a description of the copyrighted work that you claim has been infringed (or, if multiple copyrighted works on a site are covered by a single complaint, a representative list of the allegedly infringing works on the site); (c) identification of the material that is claimed to be infringing and to be removed, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice and complaint is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Please be aware that the foregoing information in your complaint may be forwarded to the person who provided the allegedly infringing content. Pursuant to Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. If you believe that your material has been mistakenly removed or disabled, you may submit a counter notice by notifying our DMCA Copyright Agent at the address provided above. Pursuant to Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

#### YOUR COMMENTS AND CONCERNS

All feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: [Stellarsubterranean@gmail.com](mailto:Stellarsubterranean@gmail.com)