

DEFVERSE TERMS OF USE

These Terms of use consist of the following sections:

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1. INTRODUCTION

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and DefVerse LTD ("we", "us", or "our") concerning your access to and use of the website <https://defverse.app/> and the DefVerse app as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site" and the "App"). Defverse is a distributed application that is currently running on the Binance smart chain (the "Blockchain"), using specially developed smart contracts (each, a "Smart Contract") to enable users to own, transfer, use, and fuse characters. These assets can then be visualized on a website that the user can interact with (the "Site"). The Smart Contracts and the Site are collectively referred to in these Terms as the "App". Using the App, users can view their assets and use the Smart Contracts to acquire, trade, use, and fuse characters.

The use of the app, smart contracts and app is permitted if you accept the terms laid out before you. By using the app, the smart contracts, the site, or all official product created by DefVerse, this shall show as agreeing to the terms, and that you have read

and understand them. If you reject the terms, then your access of all and any products shall be prohibited, and use of our products must cease.

Auxiliary terms and conditions or documents that may necessarily be posted on the Site, the App, and the Smart Contracts from time to time are hereby noted as express terms incorporated by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you of any changes by updating the "Last Updated" date of these Terms of Use, and you waive the right to receive specific notice of each such change. It is your responsibility to review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site, the App, and the Smart Contracts after the date such revised Terms of Use are posted.

The information on the Site, the App, and the Smart Contracts are not intended for distribution to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, any persons who access the Site and/or the App while breaking their local laws are doing it on their own initiative and will be liable with the consequences when applicable.

The Site is intended for users who are at least 18 years old. People under the age of 18 are not permitted to use or register for the Site, the App, and the Smart Contracts.

2. USER ACCESS

You will be required to access the site, the app and the smart contracts, with use of your crypto wallet. You agree to keeping your wallet information private including any passwords. We reserve the right to terminate the access to the site, the app, and the smart contracts, in our sole discretion, should it be deemed necessary for user safety or any prohibited activities that are unlawful.

3. USER REPRESENTATIONS

In using the site, the app, and the smart contracts, you show that: (1) You shall not access our products with the intention of unlawful use; (2) You have the legal capacity and that you certify you agree with these Terms of Use; (3) You are not a minor in the jurisdiction you reside; (4) You will not access our products through the use of automated and non-human means, whether a bot, script or otherwise. except expressly mentioned; Scholarship management, building of public tools and bots that facilitate transparency and analysis, building private, non-commercial tools which store data for analytical purposes. (5) You will only use one wallet address to play, and earn, within any 24-hour period. (6) You hold full responsibility for any players you have on scholarship, acting on your behalf, that their actions will hold consequences for all connected users in relation. (7) You will not manipulate restrictions placed on a user with the intention of bypassing said restrictions. (8) You as a person are not included in any trade embargoes or economic sanctions (such as the United Nations security council consolidation list) or the list of specially designated nationals maintained by

The UK Foreign, Commonwealth & Development Office under regulations made under the Sanctions and Anti-Money Laundering Act 2018. (9) That DefVerse or third-party providers may store the IP address(es) you access the site with. Defverse LTD reserve the right to choose and maintain which markets and jurisdictions to conduct business and may restrict or refuse at our discretion. The provision of our services in certain countries or regions.

4. INTELLECTUAL PROPERTY RIGHTS

The site, the app, and the smart contracts are the proprietary property of DefVerse LTD and all source code, databases, functions, software, website design, audio, video, text, images, and graphics on the site and the apps (collectively, Content) and trademarks, service marks and logos contained therein (Marks) are owned and controlled by DefVerse or licensed for use to DefVerse, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws as laid forth under United Kingdom law, foreign jurisdiction and international conventions. Except as expressed in these Terms of Use, no part of the site, the app, the smart contracts, the content or marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without prior written consent from DefVerse LTD.

If you are deemed eligible to have access to the site, the app, and the smart contracts, you are granted a limited license to access and use our products or to download or print a physical copy of any portion of the content to which you have properly gained access to solely to your personal, non-commercial use. We reserve all rights not expressed to you in and in relation to the site, the app, the content, and marks.

Provided you own or receive permission of an owner of one of our purchased assets, you are granted a limited license to create fan art that can be used commercially given that you follow the terms below.

1. Fan art must not use official assets of DefVerse but creating derivate non-commercial artwork with our official assets as inspiration is acceptable.
2. The art must clearly state that it is fan art of DefVerse, link to the site and lay out information on the asset used as inspiration.
3. You can generate no more than £5000 in revenue from use of the fan art before an official license agreement must be signed by DefVerse LTD. This includes but is not limited to fan art and merchandise.

Creation of fan art without the intent of monetisation is acceptable without licensing or ownership.

5. PROHIBITED ACTIVITIES

You may not access or use the site, the app, and the smart contracts for any purpose other than that for which it is available. The site, the app, and the smart contracts may

not be used in connection with commercial endeavours except if agreed to in a legal contract with DefVerse LTD.

Systematically retrieving data or content from our products to create, compile, directly or indirectly, a collection, compilation, database or directory without prior consent from us is not allowed. Any unauthorised use of our products including but not limited to collection of data of users by electronic or other means for the purpose of sending unsolicited information or creating false information under false pretences is prohibited. Use of a purchase agent within our products offered in is prohibited. Use of our products for the purpose of advertisement or offers to sell goods and services is prohibited. Circumvention, disabling of, or otherwise interfering with security-related features of our products, including features preventing or restricting use of or copying of any content or limitations on the use of our products is prohibited. Engaging in unauthorised framing of or linking to our products is prohibited. Defrauding or misleading DefVerse LTD or users of our content under any circumstance is prohibited by law. Improper use of support services or false reports made regarding abuse or misconduct is prohibited. Engaging in the use of automation of systems such as scripts to send comments or messages, or use of data mining, robots or similar data gathering and extraction tools, except as mentioned prior, is prohibited. Interference with, disruption of, or creating undue burden on our products or networks and services connected to our products is prohibited. Attempts to impersonate another person or user is prohibited. Selling of or otherwise transferring your private wallet is prohibited. Use of any information obtained from our products in order to harass, abuse or harm another person is prohibited. Use of our products for generating revenue or commercial enterprise is prohibited. Decipher, decompile, disassembly, or reverse engineering any of the software comprising or in any way making up our products is prohibited. Attempts to bypass any measures of the site designed to prevent or restrict access to our products is prohibited. Harassment, intimidation, or threatening of any employees or support staff engaged in our company is prohibited. Deletion of our marks or other proprietary rights notice from any content is prohibited. Copying or adapting our contents software, including but not limited to Flash, php, html, JavaScript, or any other code is prohibited. Uploading or transmitting viruses, trojan horses, or other materials, including excessive use of capital letters and repetitive texts that interferes with any party or users use of our products or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operations, or maintenance of our content is prohibited. Uploading or transmission of any material that acts as a passive or active information gatherer or transmission mechanism, including without limitation to, clear graphics interchange formats such as spyware or passive collection mechanisms is prohibited. Except as may be the result of standard search engines or internet usage, use, launch, develop, or distribute any automated system, including without limitation any spider, robot, cheat utility, scraper, or offline reader that accesses our products, or using and/or launching any unauthorised script or other software is prohibited. Disparage, tarnish, or otherwise harm, in our reserved opinion, DefVerse or our products is prohibited. Use of our products in a manner inconsistent with applicable laws and regulations is prohibited.

6. FEE(S) AND PAYMENT(S)

Any purchase from the site or marketplace will be done using smart contracts on a blockchain using a crypto wallet. Any financial transactions that you engage in will be conducted solely through the blockchain using a crypto wallet. We have no insight into or control over the payments or transactions, nor do we have the ability to reserve any transactions. DefVerse LTD has no liability to you or to a third party for any claims or damages that may arise as a result of any transactions you engage in with our products using the smart contracts, or any other transactions you conduct via the binance smart chain network.

There is a payment of a transaction fee (coined gas fee) for every transaction that occurs on the blockchain network. The gas fee funds the network of computers that run the decentralised network. This means that you will need to pay a gas fee for each transaction that occurs via the smart contracts whilst using our products.

In addition to the gas fees each time you utilise our products we receive a commission of; 5% from the purchase of our token, and 10% from the sale of our token; 5% upon transaction within our applications marketplace. Both are detailed on the tokenomics.

As between DefVerse LTD and you, you shall be solely responsible for payment of all sales, use, value added and other taxes, duties, and assessments (excluding taxes of DefVerse LTDs net income of operation) now and hereafter claimed or imposed by any governmental authority associated with your use of our products including without limitation, any taxes that may be payable as a result of your ownership, transfer, or any other use of our products offered. Except for income taxes DefVerse LTD are responsible for you will be liable for; payment or reimbursement to us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to the terms laid out.

7. USER SUBMISSION(S)

Your acknowledgement and agreement that any questions, comments, suggestions, ideas, feedback, or other information regarding the site, the app, and the smart contracts provided by you to us are non-confidential and should become our sole property. We should own exclusive rights, including all intellectual property rights, and should be entitled to the unrestricted use and dissemination of these submissions to any lawful purpose, commercial or otherwise, without acknowledgement or compensation for you. You hereby waive any moral rights to any such submission, and you hereby warrant that all submissions are original with you or that you have the right to submit such submissions. You agree there should be no recourse against DefVerse LTD for any alleged or actual infringement or misappropriation of any proprietary right in your submissions.

8. THIRD-PARTY(S)

Within our site and/or app you may be sent links to other websites (coined third-party websites) as well as articles, photographs, text, graphics, images, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third-parties (coined third-party content) such as said websites and content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any third parties related website or content accessed through the site and/or the app, or any third-party content posted on, available through, or installed from the site and/or the app, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained within any third-party websites or any third-party content. Inclusion of linking to, or permitting the use or installation of any third-party websites or any third-party content does not imply approval or endorsement thereof by DefVerse LTD. If you decide to leave our site and/or our app and access the third-party, you do so at your own risk and you should be aware of these Terms of Use shall no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from our site and/or our app or relating to any applications you use or install from our site and/or application. Any purchase you make through the third parties will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third-party. You agree and acknowledge that we do not endorse the products and services offered on third-party websites and you should hold us harmless from any harm caused by your purchase of such products and services. You should hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any third-party content or any contact with third parties.

9. ADVERTISER(S)

We allow advertisers to display their advertisements and other information in certain areas of the site and/or the app, such as sidebar advertisements or banner advertisements. If you are an advertiser, you should take full responsibility for any advertisements you place on the site and/or app, any services provided on the site and/or app, or products sold through those advertisements. Furthermore, as an advertiser, you warrant and represent you possess all rights and authority to place advertisements on the site and/or app, including but not limited not, intellectual property rights, publicity rights, and contractual rights. We shall only provide the space to place such advertisements, and we have no other relationship with the advertisers.

10. TERMINATION (OF SERVICE AND/OR USE)

The Terms of Use remain in full force and effect while you use the site, the app, and the smart contracts, and any content we provide as products. We reserve the right to at our discretion and without prior notice or liability, deny access to and use of the site, the app, and the smart contracts and any content we provide as products, to any person or person being represented for no reason given, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We reserve the right to terminate your use or participation within our offered products without prior warning, at our discretion.

If your access or use is terminated for any reason, you are prohibited from use and/or involvement with our products, you may not regain access via a third-party. In addition to termination of access or use we reserve the right to take appropriate legal recourse, including without limitation pursuing civil, Criminal and injunctive or collective redress.

11. DISCLAIMER(S)

You hereby understand and agree that your access to and use of products offered are used at your sole risk, that the products are provided “as is” and “as available” without warranties of any such kind, whether implied or otherwise. To the fullest extent permissible pursuant to applicable laws, we, our subsidiaries, affiliates, and licensors make no warranties and hereby disclaim all implied warranties regarding the products or external products, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability without limiting the generality of the foregoing, we, our subsidiaries, affiliates, and licensors do not represent or warrant to you that; (1) Your access to or use of our products will meet your requirements, (2) your access to or use of our products will be uninterrupted, timely, secure or free from error, (3) Usage Data provided through our products will be accurate, (4) our products made available on or through the site, the app, the smart contracts, and the content, will be free of harmful components, (5) that any data you disclose when using our products will be secure.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all the above exclusions within the disclaimers may not apply to you as an individual.

You hereby accept the security risks of providing information and dealing online and agree that we have no liability or responsibility for any breach of security unless due to our own gross negligence.

We will not be responsible or liable to you for any losses you incur as a result of your use of blockchain services or otherwise, including but not limited to (1) User error (2) server failure or data loss (3) corrupted wallet files (4) unauthorised access or activities by third parties, including but not limited to the use of viruses, phishing, brute forcing or other means of attack against any products we offer or related blockchain services.

Our digital assets are existing only by virtue of the ownership record maintained on the blockchain, all smart contracts are conducted and occur on the decentralised ledger within the network, DefVerse LTD has no control over and makes no guarantee or promise with respect to smart contracts. DefVerse LTD is not responsible for losses due to blockchains, or any other features offered via networks or wallets, Including and not limited to late reporting from developers, any issues arising with the blockchain supporting the networks or wallets, including forks, technical node issues, or any other issues having fund losses as result.

12. LIMITATIONS

In reading you understand and agree that we, our subsidiaries, affiliates, and licensors will not be liable to you or to any third party for any indirect, incidental, special, consequential, or exemplary damages which you may incur, howsoever caused and under any theory of liability, including without limitation to any loss of profits (directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss, even if DefVerse LTD has been advised of the possibility of such damages.

In reading you understand and agree that our total, aggregate liability to you for any and all claims arising out of or relating to these terms or your access to or use of (or your inability to access or use) any portion of the site, the app, the smart contracts or any product offered, whether in contract, tort, strict liability, or any other legal theory, is limited to the greater of (a) the amounts you paid for under these terms in the twelve (12) month period preceding the date the claim arises, or (b) one hundred u.s dollars (\$)

In reading you understand and agree we have allowed and made access to our products to you under the pretence that these terms are accepted in reliance upon the warranty disclaimers and limitations of liability set forth herein, which reflect a reasonable and fair allocation of risk between the parties and form an essential basis of the contract between us. We would not be able to provide our products without such limitations.

Some jurisdictions do not allow the exclusion or limitation of incidental, or consequential damages, and some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so the above limitations may not apply to personal injury claims.

13. RISK

You acknowledge to have read and accept the following information:

I. The prices of blockchain assets are extremely volatile. Fluctuations in the price of digital assets could materially and adversely affect the value of the products you have purchased from us, which may also be subject to significant price volatility. We cannot guarantee that any purchases will not incur losses.

II. You are responsible for determining what, if any, taxes apply to your transactions in related to blockchain services offered by us. You accept we are not responsible for determining the taxes you apply to your transactions through our products.

III. Transfers of blockchain related assets such as and not limited to characters, vehicles, boosters or other assets are not stored, sent, or received on our products. They occur on the blockchain.

IV. There are inherent risks associated with use of internet currency(s), including but not limited to, risk of hardware, software and internet connections, the risk of malicious software's, and the risk that third parties may obtain unauthorised access

to information stored within your wallet. You acknowledge that and accept that we are not to be held responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using blockchain networks, however caused.

V. A lack of adaptation or public interest in creation of and/or development of distributed ecosystems could negatively impact the development of DefVerse LTD and its products, and therefor the potential utility or value of our products.

VI. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is by no means certain, and new regulations or policies may adversely affect the development of DefVerse LTD and its products, and therefor the potential utility or value of our products.

VII. information, stock holdings, investors, releases and updates may adversely affect products offered.

14. INDEMNIFICATION

In reading and accepting the Terms of Use you agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all respective officers, support, partners and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by third party due to or arising from (1) use of our products (2) breach of the terms of use, (3) breach of representations and warranties set forth within the terms of use, (4) any violation of the rights of a third party, including and not limited to intellectual property rights, or (5) any overtly harmful act toward any other use of products offered with whom you connected to via the products. notwithstanding, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with your defence of such claims. We will use reasonable effort to notify you of any such claim, action or proceeding which is subject to this indemnification upon awareness of it.

15. USER DATA

We maintain certain data relevant to operation that you transmit to us through our products for the purpose of managing the products, as well as data relating to your use of our products. We perform routine backups of said data, however you are solely responsible for all data you transmit or release to any activity you have undertaken using our products. You agree that we shall have no liability for any losses or corruption of any data, and you hereby waive any right of action against us arising from such losses or corruption of such data.

16. MISCELLANEOUS

The Terms of Use any policies, operating rules or other auxiliary postings by DefVerse LTD within or upon our products, in respect to all products we provide, constitute the entire agreement and an understanding of a contract between you and us. Our failure

to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such a right or provision. The Terms of Use fully operate permissible by law. We may assign any or all of our rights and obligations at any time. We shall not be responsible or liable for any losses, damage, delays, or failure to act caused by anything beyond our reasonable control. If any provision or part of a provision of the Terms of Use is determined to be unlawful, void, and unenforceable, that provision or part of the provision is deemed severable. It will not affect the validity and enforceability of remaining provisions. There is no joint venture, partnership, employment or agency relationship created between yourself and DefVerse LTD as a result of these Terms of Use or use of any product. You Agree that these terms of use will not be construed against us by virtue of having drafted them, you hereby waive any and all defences you may have based on the electronic form offered of these Terms of Use and the lack of signing by the parties hereto to execute them.