

Terms of Use

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These Terms of Use constitute a legally binding agreement made between you ("you", "user") and Play 2 fun Ltd., company number: 2145119, registered office: Intershore Chambers, Road Town, Tortola, British Virgin Islands ("we", "us", or "our", "Play2fun") concerning your access, use and interaction with our website (<https://universesatoshi.com/>), games, apps (collectively "Platform") and related services ("Services"). If you do not agree to be bound by these Terms of Use, do not access or use the Services.

Our Privacy Policy, which is an integral part of our Terms of Use also governs your use of our Services and explains how we collect, safeguard and disclose information that results from your use of our Services.

Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference.

DISCLAIMER

ALL INFORMATION AND SERVICES OFFERED BY PLAY2FUN ARE PROVIDED "AS IS". PLAY2FUN HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

PLAY2FUN MAKES NO WARRANTY OR REPRESENTATION AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ITS INFORMATION OR SERVICES. PLAY2FUN MAKES NO WARRANTY OR REPRESENTATION THAT THE INFORMATION, PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECTS WILL BE CORRECTED. PLAY2FUN ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, PLATFORM, SOFTWARE, OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR PROVIDE SPECIAL CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL PLAY2FUN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS TERMS OF USE, ANY SERVICE, GAME, EVEN IF PLAY2FUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ACCESS TO PLATFORM AND USE OF SERVICE ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PLAY2FUN'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS TERMS OF USE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU'VE PAID PLAY2FUN IN THE PRIOR 12 MONTHS (IF ANY).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES OR PROVIDE OTHER SPECIAL REGULATIONS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Platform and the Services are our proprietary property and all games, source code, database, functionality, software, website design, audio, video, text, photographs, and graphics on the Platform (collectively, the "Content") and trademarks, service marks and logos contained therein (the "Marks") are owned, controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws. Except as expressly provided in these Terms of Use, no part of the Platform, as well as 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 our express prior written permission.

Provided that you are eligible, you are granted a limited license to access the Platform, use the Services or to download or print a copy of any portion of the Content to which you have properly gained access solely to your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, the Content, and the Marks.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform and the Services ("Submissions") 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 acknowledgment or compensation for you. You hereby waive any moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

USER REGISTRATION AND REPRESENTATIONS

You may access the Platform features and use the Services only if you register an account on the Platform (the "Account"). When you register an Account, you agree to provide

complete and accurate information which may be requested. You also agree to periodically update your information provided to maintain the integrity and accuracy of information. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Platform and using the Services (or any portion thereof).

We reserve the right to remove, reclaim or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

By registering an account you represent and warrant that:

- your information provided to us in connection with these Terms of Use is true, accurate, and complete and you will maintain the accuracy of such information and promptly update such information as necessary;
- you have the legal capacity and you agree to comply with these Terms of Use;
- you are not a minor in the jurisdiction in which you reside;
- you will not access the Platform and the Services through automated and non-human means, whether through a bot, script or otherwise;
- you will not use the Platform and the Services for any illegal and unauthorized purpose;
- your use of the Platform and the Services will not violate any applicable law or regulation, including the law and regulation of your residence jurisdiction. We reserve the right to choose which jurisdictions to conduct our business and may restrict or refuse, at its sole discretion, the provision of Services in certain countries or regions;
- you are solely responsible for all activities that occur on or through your Account;
- you agree not to allow anyone to use your Account or share your credentials with any other person. If you do share your credentials with anyone we will consider their activities to have been authorized by you. We reserve the right to suspend or block your access to the Account upon suspicion of any unauthorized access or use, or any attempted unauthorized access or use;
- if we believe, acting in our discretion, that your Account is used inappropriately, we reserve the right to suspend or block your access to your Account without liability;
- you have carefully reviewed and have understood and agreed to these Terms of Use and other documentation completely.

You also acknowledge and agree to the following risks associated with NFT's and other tokens when using the Platform and/or Services:

- risks of legal impediments and regulatory actions that could in certain jurisdictions restrict or eliminate the Company's ability to provide services related to tokens and NFT's;
- risks of theft, hacking, or other malicious attacks;
- risks of security vulnerabilities within the Platform, code, or associated software and infrastructure;
- risks of total loss of NFT's and other tokens or its value;
- risks of loss of transactions;
- risks of transactions being irreversible;

- risks of blockchain malfunction, internet transmission, and other unanticipated risks;
- risks of market volatility and unpredictability.

By accepting these Terms of Use, users expressly acknowledge, accept, and assume all risks outlined herein. Users are solely responsible for evaluating the risks and agree that the Company will not be liable for any damages resulting from such risks.

NFT SERVICES THAT WE OFFER TO YOU

NFT(s) are digital assets (goods) with unique identification codes and metadata, that distinguish each NFT as unique from another. Each NFT is a digital good that is considered a collectible, having a variety of different designs, attributes and characteristics. NFT Services include a range of offerings and activities related to NFTs, which encompass various aspects of creating, retrieval and managing of NFTs.

NFT Services are provided "as is", with the possibility of future changes as part of an ongoing effort to improve the Services we offer. We are not making NFT Services available to NFTs that would be considered derivatives, securities or other financial instruments.

You acknowledge and agree that you are solely responsible for your interactions with any third parties in relation to your NFT. You may be required to agree to NFT vendors' terms of service or other applicable agreement prior to your use of the NFT Services. Your use of the NFT Services may not violate any separate agreements you have with any NFT vendors.

You verify and ensure that all data and information related to NFT transaction are accurate, current and complete. We are not responsible for any NFT transaction issues related to your wallet and/or failure by your wallet to receive an NFT. You acknowledge and agree that NFT transactions may not be completed due to situations, which may be outside of our control.

You acknowledge and agree that you may be required to pay taxes related to your use of the NFT Services, and you may be required to report transactions to relevant supervisory authorities in accordance with the applicable laws. You are solely responsible for any taxes and tax compliance related to your use of NFT Services, and we shall not be responsible for any taxes incurred by you under applicable laws.

You acknowledge and agree that we may receive certain fees for NFT Services, and you authorize us to charge such fees for NFT Services.

All the remaining provisions of these Terms of Use will apply to NFT Services on the basis of the mutatis mutandis principle and in accordance with the applicable laws.

REWARDS

The Company may offer special programs providing rewards as incentives for user activities on the Platform, such as NFT's or other tokens ("Rewards"). Aforementioned NFT's and tokens are utility tokens, designed solely for use within the Platform, should not be considered as derivatives, securities or other financial instruments, are not legal tender and

are not backed by any government. Also these NFT's and tokens are not transferable, tradable or exchangeable in any way and the Company prohibits any such activities.

The Company has no control over any Reward generated and transferred through the blockchain and cannot ensure that any transaction details a user submits via the Platform will be confirmed or processed on the blockchain. The user agrees and understands that the transaction details submitted may not be completed or may be delayed by the blockchain used to process the transaction. Once transaction details have been submitted to the blockchain, the Company cannot assist the user to cancel or otherwise modify such transaction or details.

Users also represent and warrant that they possess sufficient understanding of utility tokens, have obtained adequate information about Rewards nature.

PROHIBITED ACTIVITIES

You may not access the Platform and use the Services the following ways:

- For any purpose other than that for which we make the Platform and the Services available.
- Systematically retrieve data or other content from the Platform and the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Platform and the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Platform and the Services to advertise or offer to sell goods and services.
- Circumvent, disable, or otherwise interfere with security-related features of the Platform and the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the Platform and the Services and/or the Content contained therein.
- Engage in unauthorized framing of or linking the Platform and the Services.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools Interfere with, disrupt, or create an undue burden on the Platform and the Services or the networks.
- Attempt to impersonate another user or person or use the username of another user.
- Use any information obtained from the Platform and the Services in order to harass, abuse, or harm another person.
- Use the Platform and the Services as part of any effort to compete with us.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform and the Services.

- Attempt to bypass any measures of the Platform and the Services designed to prevent or restrict access to the Platform and the Services, or any portion of the Platform and the Services.
- Harass, intimidate, or threaten any of other users or our employees or agents engaged in providing any portion of the Platform and the Services to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform and the Services.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform and the Services.
- Use the Platform and the Services in a manner inconsistent with any applicable laws or regulations.
- Detecting and exploiting the vulnerability to benefit themselves to receive include but not limited to tokens, items, etc. Or guide and spread information about the vulnerability to other players instead of the developing team.
- Any other activity which deemed inappropriate at our discretion

When we detect any of such prohibited activities we reserve the right to suspend or terminate your Account and refuse any and all current or future access to the Platform and using the Services (or any portion thereof).

FEE AND PAYMENT

Any financial or other transactions that you engage in will be conducted solely through the blockchain via a wallet. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Platform or using the Services.

TERMINATION

These Terms of Use remain in full force and effect while you access the Platform and use the Services.

Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny access the Platform and use the Services (including blocking certain IP addresses) to any person for any reason or for no reason, 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 may terminate your use or participation in the website, the app, the game and the Services, suspend or delete your Account without warning, at our sole discretion.

If we terminate or suspend your Account for any reason, you are prohibited from registering and creating a new Account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

INDEMNIFICATION

You will indemnify and keep indemnified PLAY2FUN, and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by PLAY2FUN or any other third party in respect to any act or omission by you in the performance of your obligations under this Terms of Service, unless such liabilities result from gross negligence, willful default or fraud by PLAY2FUN.

We reserve the right at your expense to assume the exclusive defense and control of any matter for which you are required to indemnify PLAY2FUN and you agree to cooperate with our defense in such claims. You agree not to settle any matter without the prior written consent of PLAY2FUN.

MISCELLANEOUS

Legal limitations. The information on the Platform is 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 Platform while breaking their local laws are doing it on their initiative and will have to deal with the consequences when applicable.

Governing Law and Dispute Resolution. By agreeing to the Terms of Use you agree that you are required to resolve any claim that you may have against us on an individual basis in the courts of British Virgin Islands. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else. You agree that any dispute, claim or controversy arising out of or relating to (a) these Terms of Use or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to Platform or use of the Services at any time, whether before or after the date you agreed to the Terms of Use, will be settled by the courts of British Virgin Islands. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. These Terms of Use and your use of the Services will be governed by and construed in accordance with the laws of British Virgin Islands.

Amendments. We reserve the right, at our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will notify you of any changes by updating the "Last Updated" date of these Terms of Use, and you waive any right to receive any other specific notice of each such change. It is your responsibility to periodically 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 access to the Platform and/or use of the Services after the date such revised Terms of Use are posted.

Entire agreement. These Terms of Use and any policies or rules posted by us on the Platform constitute the entire agreement and understanding 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 right or provision.

Force majeure. We will not be in breach of these Terms of Use or liable for any delay or failure to perform any obligation under these Terms of Use where the delay or failure results from any event, circumstance or cause beyond our reasonable control. The parties agree that due to the specific nature of the blockchain, the circumstances of force majeure shall in particular include (but shall not be limited to) hacker attacks, market disturbances, change of laws or regulations, adverse regulatory or enforcement action of public authorities, technical failures and events like these .

No partnership. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Services.

Severability. If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Assignment. You may not assign or transfer any of your rights or obligations under these Terms of Use without prior written consent from us, including by operation of law or in connection with any change of control. We may assign or transfer any or all of its rights under these Terms of Use, in whole or in part, without obtaining your consent or approval.

No waiver. Our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Contact. You shall send any notices pursuant to these Terms of Use, Platform and our Services use to the following email: info@universesatoshi.com