

## TERMS AND CONDITIONS OF CONTRACT (T&C)

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## 0. PURPOSE

The Purpose of this document is to set out the "Terms and Conditions" and/or the "T&Cs", which constitute a legally binding agreement between the parties, either between you personally as an individual; or on behalf of an entity (the "User" and/or "You") and LITLAB GAMES, S.L.U. (the "Company" and/or "LITLAB GAMES") with respect to your access to and use of the LITLAB GAMES website and gaming platform (the "Platform").

The LITLAB Platform is supported by Distributed Registry Technology and/or "Blockchain", under the core network of BNB Chain and reserves the right to use future second layers that bring scalability to LITLAB GAMES, different from BNB Chain.

## 1. THE COMPANY

The Platform has been created by LITLAB GAMES, S.L.U.

The download, installation, access and/or use of the Platform implies full and unreserved acceptance of the Terms and Conditions of contract described herein and shall constitute a legally binding agreement for both parties.

As stated in the "Legal Notice" of this website, the owner of the Platform, and service provider, is the entity LITLAB GAMES, S.L.U., a company of Andorran nationality, with address at Av. Príncipe Benlloch 30, baixos (AD500) Andorra la Vella, Principality of Andorra, with tax identification code of its nationality NRT L-716437-W; and e-mail address [legal@litlabgames.com](mailto:legal@litlabgames.com).

## 2. SINGLE AGREEMENT

This document and any other policies applicable to the procurement of LITLAB GAMES services (collectively, the "Terms and Conditions") constitute the legally binding contract between You and LITLAB GAMES governing the provision of the Service and the responsibilities arising hereunder (the "Agreement"), with respect to your access to and use of the Website, as well as any other form of media, media channel, mobile website or related mobile application linked or otherwise connected thereto.

You agree that LITLAB GAMES may modify, suspend or withdraw the tools, applications and functionalities of the Platform, for any reason. Any changes will be announced by updating the "last updated" date of these Terms and Conditions.

The completion and activation of the access registration form, as well as the acceptance of these Terms and Conditions shall imply, on your part, the unreserved acceptance of each and every one of the rules comprising these Terms and Conditions of contract and the acquisition of the status of "Customer" of the Platform. Consequently, the Customer must carefully read and be aware of the content of these Terms and Conditions.

### 3. TAXONOMY OF THE CONTRACT

The contract entered into between the Customer and LITLAB GAMES falls within the category of distance contracts referred to in *Law 20/2014, of 16 October, regulating electronic contracting and operators who carry out their economic activity in the digital space*.

A distance contract is defined as any contract concluded between the professional (LITLAB GAMES as a legal entity acting on behalf of its commercial activity) and/or the consumer (Customer and Customer of the service) within the framework of an organised distance sale, or the provision of services without the physical and simultaneous presence of the professional and the consumer; and this through the exclusive use of one or more means of distance communication (e.g. via the Internet, telephone, fax, mail, etc.) until the conclusion of the contract, including the conclusion of the Contract itself.

### 4. USER REGISTRATION

The customer must register on the Website or any other game distribution platform enabled for this purpose by LITLAB GAMES in order to use the services. In this case, the customer must keep his/her password confidential and is responsible for the use of his/her account, as well as for the password he/she chooses to set.

LITLAB GAMES may delete or change a user name if, at the discretion of LITLAB GAMES, it is understood that the chosen name is inappropriate.

### 5. CHARACTERISTICS OF THE SERVICES OFFERED

After registering on the Platform as a Customer, the Consumer may have access to the services offered on the Company's Platform.

By means of the registration, which must be complete in all its parts and contain the essential elements for the exact identification of the product ordered, the Customer declares that:

- be a consumer in accordance with the provisions of article 2 of Law 13/2013, of 13 June, on effective competition and consumer protection;
- be of legal age according to the legislation of their country of citizenship;
- in the case of underage consumers, make the purchase with the authorisation of the parent or legal guardian who substitutes for them;
- that the data provided for the execution of the registration are correct and truthful;
- to have seen and fully accepted these general terms and conditions of contract, indicated on the registration page.

These general conditions form part of any proposal, purchase order and confirmation of purchase order for products marketed by LITLAB GAMES, S.L.U. in force, on the date the order is placed.

## 6. INTELLECTUAL PROPERTY

LITLAB GAMES is the exclusive owner and/or has acquired the necessary licences, permissions and authorisations in respect of all intellectual and/or industrial property rights in respect of the Platform.

All intellectual and industrial property rights over the Platform and over the contents of the Platform are reserved, and it is expressly forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way all or part of the contents included in the Platform, for public or commercial purposes, without the prior, express written authorisation of LITLAB GAMES or, where appropriate, of the owner of the corresponding rights.

Likewise, all distinctive signs, trademarks, trade names or signs of any kind contained in this website are protected by law. Consequently, it is not permitted to remove, evade or manipulate the copyright notice and any other data identifying the rights of LITLAB GAMES or its owners, incorporated into the contents, as well as the technical protection devices, digital fingerprints or any information and/or identification mechanisms that may be contained therein. References to names and commercial or registered trademarks, logos or other distinctive signs, whether owned by LITLAB GAMES or third party companies, imply a prohibition on their use without the prior, express and written consent of LITLAB GAMES or their legitimate owners.

Access, browsing and use of the Platform shall in no case be understood as a waiver, transmission, licence or total or partial transfer of the aforementioned rights by LITLAB GAMES. The Customers only have the right to use the Platform, limited to the download and installation time, for the purposes for which the Platform is designed.

## 7. PLATFORM CONTENT AND LINKS

LITLAB GAMES is not responsible for the misuse of the contents of this Platform; the responsibility lies solely with the person who accesses or uses them. LITLAB GAMES assumes no responsibility for the misuse of the recommendations, advice, suggestions, warnings, opinions or observations that the LITLAB GAMES team makes available in the provision of our Services.

Nor does it assume any responsibility for the information contained in the websites of third parties that can be accessed by links. The presence of these links has an informative purpose, and does not constitute in any case an invitation to purchase products or services that could be offered in the destination link. In the event that

LITLAB GAMES has effective knowledge that the activity or information to which these links refer is illegal, constitutes a crime or could damage assets or rights of third parties liable for compensation, LITLAB GAMES will act with the necessary diligence to remove or disable the corresponding link as soon as possible.

## 8. RULES OF CONDUCT

In any case, the access, navigation and use of the Platform and, where appropriate, the use of the Services that are offered through the same is done under the sole and exclusive responsibility of the Customer, so that the Customer agrees to diligently and faithfully observe any additional instructions, given by LITLAB GAMES or by authorised staff of LITLAB GAMES, regarding the use of the Platform and its Services.

Therefore, the Customer undertakes to use the content, products and Services in a diligent, correct and lawful manner, in accordance with current legislation and, in particular, undertakes to refrain from:

- Use the Platform and its functionalities for any purpose not expressly contemplated in these Terms and Conditions.
- Breach or circumvent any applicable laws or regulations, contracts with third parties, third party rights or the Terms and Conditions.
- Obtain confidential information from other users' accounts without authorisation.
- Impersonate LITLAB GAMES staff and perform improper purposes on the platform.
- Impersonate another user of the platform.
- Sell your profile.
- Access and/or use the Platform for professional purposes or incorporate, as your own business activity, the Services. It is expressly forbidden to use or apply any technical, logical or technological resources by virtue of which the Customers may benefit, directly or indirectly, with or without profit from the unauthorised exploitation of the contents and/or Services of the Platform.
- Misuse or abuse the Platform or its tools, applications or functionalities.
- Use, display, reflect or frame the Platform or any individual element of the Platform, the LITLAB GAMES name, any LITLAB GAMES trademark, logo or other proprietary information, or the design and layout of any page or form contained on a page of the Platform, without the express written consent of LITLAB GAMES.
- Damage the LITLAB GAMES brand in any way, including, without limitation, unauthorised use of content, registration or use of LITLAB GAMES or derivative terms in domain names, trade names, trademarks or other source identifiers, or registration or use of domain names, trade names, trademarks or other source identifiers that closely mimic or are confusingly similar to domain names, trademarks, slogans, promotional campaigns of LITLAB GAMES.

- Use robots, web bots, web spiders, web worms, web scrapers and other automated means or processes to access, collect data and other content from, or otherwise interact with, the Platform for any purpose whatsoever.
- Circumvent, bypass, remove, disable, disable, impede, decrypt or otherwise attempt to circumvent a technological measure put in place by LITLAB GAMES or any of LITLAB GAMES' suppliers or other third parties to protect the Platform.
- Attempt to decrypt, decompile, disassemble or reverse engineer software used to provide the Platform.
- Take any action that impairs or adversely affects, or may impair or adversely affect, the performance or proper operation of the Platform.

The Customer agrees to keep LITLAB GAMES and any of its affiliates, subsidiaries, branches, officers, directors, employees and agents harmless against any claims, liabilities, costs and expenses, including attorneys' fees, arising in any way out of the use of the Platform, the posting or transmission of any message, content, information, software or other materials through the Platform or for violation of law or the terms and conditions contained in these Terms and Conditions.

## 9. PRICES AND PAYMENT METHODS

The token (ERC-20) LITT will be the currency that will be used in the videogame, to acquire it, it will be necessary to do it in other DEX (decentralised exchanges) or CEX (centralised exchange) platforms where the token is listed. In the case of NFTs, they can be acquired in any marketplace where they are listed, both LITLAB GAMES' own (on its website) and external.

Purchases will be made through cold or hot wallet (with LITT token or any other cryptoasset that is allowed) or a purchase with fiat money in the specific case of doing it through a CEX that allows it.

We will have no information or control over these payments or transactions, nor do we have the ability to reverse any transaction. In view of this situation, we shall not be liable to you or any third party for any claim or damage that may arise as a result of any transaction you make through the Website, or any other transaction you make through the BNB Chain network.

Each user who intends to access the game using the LITT token must do so through a BNB Chain compatible wallet that will connect via smart contract with this Platform. LITLAB GAMES will not have custody at any time of the users' cryptoassets but will use automatic smart contracts to distribute the rewards among the users.

## 10. TERM OF THE CONTRACT AND CANCELLATION OF SUBSCRIPTION

This Agreement shall remain in force for the duration of the Customer's registration for the LITLAB GAMES Services.

LITLAB GAMES reserves the right to refuse, withdraw, suspend and/or block access to the Platform and/or any Services to those Customers who breach these Terms and Conditions. To the maximum extent permitted by applicable law, LITLAB GAMES shall not be liable to the Customer for termination of access to the Platform for the reasons set out in this paragraph.

If your access to or use of the Platform has been limited or if your account has been suspended or we have terminated this Agreement, you may not register a new account or access or use the Platform through another Customer's account.

LITLAB GAMES shall have no obligation to retain any account content that is subject to termination.

## 11. EXCLUSIONS OF WARRANTIES AND LIABILITY

The Platform and the Services are provided "as it is", without warranty of any kind, either express or implied. Consequently, to the fullest extent permitted by applicable law, LITLAB GAMES:

- makes no warranties or representations as to the absence of errors or that any errors will be corrected;
- does not guarantee and is not responsible for the absence of viruses and other harmful components on the Platform;
- does not guarantee or accept responsibility for the invulnerability of the Platform and/or the impregnability of the security measures adopted on the Platform;
- does not warrant and shall not be liable for any lack of utility or performance of the Platform Services;
- does not guarantee and shall not be liable for any other damages that may be caused by reasons inherent to the non-functioning or defective operation of the Platform or of the websites to which, where appropriate, links may have been established.

To the maximum extent permitted by applicable law, LITLAB GAMES assumes no liability for any unavailability caused by circumstances beyond its control. Due to the nature of the Internet, LITLAB GAMES cannot guarantee the continuous and uninterrupted availability and accessibility of the Platform. LITLAB GAMES may restrict the availability of the Platform or certain areas or functions of the Platform if necessary due to capacity limits, the security or integrity of our servers, or to carry out maintenance measures to ensure the proper or improved operation of the Platform. LITLAB GAMES may improve, enhance and modify the Platform, as well as introduce new tools, applications or functionalities from time to time.

To the maximum extent permitted by applicable law, LITLAB GAMES will not assume any responsibility for any action or conduct of any Customer, including the content that they may create, store, share or disseminate through this, as well as with respect to the operations that they may perform using the tools, applications and features in violation of applicable law or these Terms and Conditions.

## 12. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, in no event, including but not limited to negligence, shall LITLAB GAMES or any of our subsidiaries, affiliates or any of our directors, officers, employees, agents or content or service providers be liable for any direct, indirect, special, consequential, exemplary or punitive damages arising out of or relating directly or indirectly to the use of or inability to use the Platform or the content, features, materials and functions related thereto.

The total liability of LITLAB GAMES, affiliates, subsidiaries, branches, directors, officers, employees, agents or content or service providers to Customers for all damages, losses and actions, for the use of the Platform shall be limited to and shall not exceed the amount, if any, paid by the Customer to LITLAB GAMES for the use of the Platform or the procurement of products or services through the Platform.

## 13. ASSUMPTION OF RISK

The Customer agrees and acknowledges each of the following:

The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of its tokens, which may also be subject to significant price volatility. In this regard, LITLAB cannot guarantee that purchasers of tokens will not lose money.

The Customer is solely responsible for determining what taxes, if any, apply to its transactions related to LITLAB GAMES. LITLAB GAMES is not responsible for determining what taxes apply to your transactions on the Website.

## 14. UPDATING AND MODIFICATION

LITLAB GAMES reserves the right to update, modify or delete the information contained herein, as well as its configuration or presentation, at any time, when necessary for legal, business and/or technological reasons.

## 15. DATA PROTECTION

In accordance with the provisions of *Law 29/2021, of 28 October, on Personal Data Protection (LQPD)*, as well as *Decree 391/2022, of 28-9-2022, approving the Regulation implementing Law 29/2021, of 28 October, on Personal Data Protection*,



we inform you that your personal data collected through the registration on any of the platforms owned by LITLAB GAMES will be processed by the Data Controller:

Data controller: LITLAB GAMES, S.L.U.

- NRT: L-716437-W
- Postal address: Av. Príncep Benlloch 30, baixos. (AD500) Andorra la Vella, Principality of Andorra.
- Phone: (+376) 380 017
- E-mail: legal@litlabgames.com

Data Protection Officer: CP COMPLIANCE I PRIVACITAT LEGAL, S.L.U.

- Contact details: (+376) 380 017
- E-mail: dpo@cplegalconsulting.com

Your data will be processed for the purpose of managing your account as a client of LITLAB GAMES and to manage the service contracted with the registration as a client in any portal owned by LITLAB GAMES.. We may contact you by e-mail or by telephone on the basis of the information you have provided us with.

The legitimate basis for the processing of your personal data is based on our contractual relationship for the provision of our services, and your express consent granted through the acceptance of this clause.

The Data Controller informs you that the processing of data does not involve automated decisions, nor the creation of profiles for predictive purposes of personal preferences, behaviours or attitudes.

Your data will not be transferred to other national and/or international data controllers, except in those cases where there is a legal obligation to do so.

Your data will be kept for the duration of our relationship. Once the maximum legally established retention periods have elapsed, your data will be deleted.

You have the right not to give your consent to the processing of your personal data; however, in this case, the consequences of your refusal will involve the impossibility of registering on our platform.

In any case, you may exercise your rights of access, rectification, opposition, deletion, limitation, and portability, as well as your decision not to be subject to automated individual decisions, by contacting the Data Controller by e-mail at legal@litlabgames.com or our Data Protection Officers at: dpo@cplegalconsulting.com.

Likewise, if you are unable to exercise your rights before the Data Controller, you have the right to address your complaint to the Andorran Data Protection Agency (APDA).

## 16. FORCE MAJEURE

The Company shall not be liable for any failure or delay in the performance of any of its obligations where such failure or delay is due to events beyond the reasonable control of the Company ("Force Majeure Event").

Force Majeure shall include any act, event, default, omission or accident beyond the reasonable control of the Company, including but not limited to the following:

- Strikes, lockouts or other industrial action;
- Civil commotion, riot, invasion, terrorist threat or attack, war (declared or undeclared) threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster;
- Inability to use trains, ships, aircraft, motor transport or other means of transport, public or private;
- Impossibility of using public or private telecommunications systems;
- Acts, decrees, legislation, regulations or restrictions of any government or public authority.

Obligations shall be deemed to be suspended for the period during which the Force Majeure Event continues, and the Company shall have an extension of time to perform such obligations for a period of time equal to the duration of the Force Majeure Event.

The Company shall use all reasonable means to bring the Force Majeure Event to an end or to find a solution to enable the obligations to be performed despite the Force Majeure Event.

## 17. INTEGRITY

These Terms and Conditions and any document expressly referred to in these Terms and Conditions constitute the entire agreement between the User and the Company relating to the subject matter hereof and supersede any prior agreements, understandings or promises made between the Users and the Company orally or in writing.

The User and the Company acknowledge that they have consented to the conclusion of a Contract without having relied on any statement or promise made by the other party or that could be inferred from any statement or writing in the negotiations entered into by the two parties prior to the Contract, except as expressly mentioned in these Terms and Conditions.

Neither the User nor the Company shall have any remedy for any untrue statement made by the other party, whether oral or written, prior to the date of a Contract (unless such untrue statement was made fraudulently) and the only remedy available

to the other party shall be for breach of Contract in accordance with the provisions of these Conditions.

If any of these Terms and Conditions are declared null and void by a final decision of a competent authority, the remaining Terms and Conditions shall remain in full force and effect and shall not be affected by such declaration of nullity.

## 18. SAFEGUARD

All clauses or terms of these Terms and Conditions must be interpreted independently and autonomously, and the rest of the stipulations shall not be affected in the event that one of them has been declared null and void by a court ruling, final arbitration decision or administrative decision or act. The clause or clauses affected shall be replaced by another or others that preserve the effects pursued by the Terms and Conditions.

## 19. INDICATIONS ON TECHNICAL ASPECTS

To the maximum extent permitted by applicable law, LITLAB GAMES assumes no liability that may arise from technical problems or errors in computer services that are not attributable to it, that occur during connection to the Internet or that may be caused by third parties through unlawful interference beyond its control.

LITLAB GAMES does not guarantee the absence of viruses and other elements that may cause damage to computer systems, electronic documents or third party websites and, therefore, is not responsible for any damage that may occur for these reasons.

Nor does it assume any responsibility for possible damages that the Customer may suffer as a result of errors, defects or omissions in the information it provides when this comes from third party sources.

## 20. APPLICABLE LAW AND JURISDICTION

In the event of a dispute, for customers operating outside the framework of their professional or business activity, both parties agree to submit to the jurisdiction of the Courts and Tribunals of the Consumer's domicile, waiving any other jurisdiction to which they may be entitled, and to the jurisdiction of the Courts and Tribunals of the Consumer's domicile.

In the event of a dispute, for customers operating within the framework of their professional or business activity, both parties agree to submit to the jurisdiction of the Courts and Tribunals of the Principality of Andorra, waiving any other jurisdiction to

which they may be entitled, and to the jurisdiction of the Courts and Tribunals of the Principality of Andorra.

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