

Terms of Use Pulsarium

Welcome

Welcome to Pulsarium ("Pulsarium" or "Platform"), the blockchain based Gaming Metaverse project where you can instantly buy or sell digital land, or you can help others to find available digital land by land sale options.

The Platform

The Platform is part of a service offered by Pulsarium that allows users ("User" or "Users") to use the Metaverse games, connect with other Users to play games, interact with resource allocation, in game trading, and in game economy building with real life businesses, forge NFTs, create collectible portfolios and become part of the DAO in our global AO experiment and use content created by you and other Users (the "Service"). Below you can find the terms and conditions ("Terms") that you, a User, and Pulsarium – as we (NEWWAVEGAMING LLC, 3500 South DuPont Highway Dover, 19901 DELAWARE, USA) - must follow, and are a legally binding agreement between you and us.

Special Regulations

Please note that different arrangements apply to Users located in the People's Republic of China (other than in Hong Kong or Macau Special Administrative Regions or Taiwan, "PRC"). If you are a User in the PRC, then Appendix A will apply to you. Please also note that the supplemental provisions apply to Users in Japan. If you are a User in Japan, then Appendix B will apply to you. Please note due to national legislation, participants from various countries may not be allowed to participate in the Service. Always do your own research about the applying laws.

Right to Use UGC

By accepting these Terms and for purposes of facilitating the Service, you are agreeing to grant us a nonexclusive license to use, online and offline, whatever you create or in the past have created while using the Service. This is covered in the User Generated Creations ("UGC") section below.

Acceptance of Terms

Legal Agreement

By using or visiting any of our websites, any of our products, software, applications, content, test environments, data feeds, forums, the Platform and the Service, you signify your agreement to these Terms and the following, all of which are incorporated by reference and shall be included within the definition of Terms: (a) the Pulsarium Community Rules, and (b) Pulsarium Name And Logo - Community Usage Guidelines. If you do not agree to all these policies, rules and the Terms, you may not use the Service. In order to agree to these Terms, you need to (1) be 18 or older, or have your parent or guardian's consent to agree to the Terms, and (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.

Changes to Terms

We reserve the right to update or modify the Terms at any time without prior notice, and such changes will be effective immediately upon being posted through the Service; however, material changes to these Terms will be effective upon the earlier of (I) your first use of the Service with actual notice of such change, or (II) 30 days from the posting of such change. Your use of the Service following any such change constitutes your agreement to be bound by the modified Terms. These Terms will identify the date of the last update. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the Dispute arose. "Disputes" means any dispute, action, controversy or claim arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable

basis, and regardless of whether a claim arises during or after the termination of these Terms.

Additional Policies

Your use of the Service is subject to all additional terms, policies, rules, and guidelines applicable to the Service and certain features of the Service that we may post on or link to the Service, and all such additional documents are incorporated by this reference into, and made a part of, these Terms, especially, but not limited to the methods and processes defined and made available by the features and functions of the Platform and our Whitepaper (<https://wp.pulsarium.io>). By accepting these Terms of Use (as described above) or by using the Service, you accept all of the aforementioned additional policies, terms, rules, documents and features.

The Service

Use

These Terms apply to all Users of the Service no matter what you do. "UGC" means the following that you control, have the ability to license, have ownership of, will Provide (as defined below), or have Provided: (a) Content Services (as defined below) and (b) any modifications, changes, or derivative works by you or that you otherwise own or control of any of those types of data or works that are on, in, or used with the Service. "Provide" or "Publish" means to create, modify, or generate through the Service, or upload, post, publish, or otherwise provide to, for, or through us, someone, or something on behalf of us or the Service. "Content Services" means all types of content, including games (and all characters, assets, names and other items in the games), avatars and other characters, digital assets, artwork, reviews, text, software, scripts, graphics, photos, images, sounds, music, videos, audiovisual combinations, interactive features, names, usernames, logos, and other materials, works, items or content (standalone or in combination).

Create/Develop/Modify/Contribute

Create, develop, modify and contribute Content Services, which may be available to some or all of the Users of the Service. "Dev Services" mean the following Content Services created by Devs: (a) games/experiences ("Dev Game Services"), (b) anything that is made available (through the Service) for consideration to other Users in and for Dev Game Services, such as game passes or digital content, items or abilities for use in or for Dev Game Services ("Dev Game Item Services"). Changes or Discontinuance of the Service. We reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service.

Third-Party Services

We may provide tools through the Service that enable you to export information to third-party services, including through features that allow you to link your account with an account on a third-party service, such as Twitter or Facebook, or through our implementation of third-party buttons (such as "like" or "share" buttons). Third-party services are not under our control, and we are not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content. If you click on a linked website, we are not responsible for such website's use of your data. You agree that your use of the Service may incur third-party fees, such as fees charged by your carrier for data usage, and may be subject to third-party terms, such as your carrier's terms of service, and you agree to pay all such fees and abide by all such terms. By using the Service, you expressly relieve us from any and all liability arising from your use of any third-party website or third-party services.

Accounts

Your Account

To access some of the Service features on the Platform, you will need to create an account ("Account"). When you register for an Account or update the information, you agree to provide us an accurate age and information that you will keep up-to-

date at all times (providing inaccurate information is a violation of these Terms). You may never allow anyone else to use your Account (except your parents or legal guardian). If you have reason to believe that your Account is no longer secure, then you must immediately notify us at <https://discord.gg/pDbSAz2jtb>. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

Suspension/Termination

If you violate any provision of these Terms, your permission to use the Service will terminate automatically. In addition, we may, in our sole discretion, (a) suspend or terminate your Account and/or your access to the Service, or (b) remove any of your Content Services, at any time, without notice for any reason. We will have no liability whatsoever as a result of any suspension or termination of your access to or use of the Service. If you are under 18, your parent/guardian may request the termination of your Account by contacting customer service at <https://discord.gg/pDbSAz2jtb>

Account Access and Security

Access to the Platform is provided via a third party private key manager selected by you. Security and secure access to each account in the Platform is provided solely by the third party private key manager you select to administer your private key. You and the third party private key manager selected by you are entirely responsible for security related to access of the Platform and all information provided by you to such third-party provider (including without limitation, email or phone number). The Pulsarium Team bears no responsibility for any breach of security or unauthorized access to your account. You are advised to: (1) Avoid any use of the same password with your selected third party private key manager that you have ever used outside of the third party private key manager; (2) Keep your password and any related secret information secure and confidential and do not share them with anyone else. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your devices. You are solely responsible for any harm resulting from your disclosure, or authorization of the disclosure, of your password or from any person's use of your password to

gain access to your Account. You must immediately notify the Pulsarium Team of any unauthorized use of or access to your Account, password, or other breach of security. The Pulsarium Team will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations, or for any reason whatsoever, except fraud on our part. The Pulsarium Team cannot and will not be liable for any loss or damage arising from your sharing or other loss of your private key or related information, or any other damage or loss arising from unauthorized access to your Account. Transactions that take place using the Platform are confirmed and managed via the Binance Smart Chain network. You understand that your Binance Smart Chain public address will be made publicly visible whenever you engage in a transaction using the Platform.

Making Payments, Receiving Payments, Commissions, Billing, Refundability

Making Payments through the Service

Through the Service, you will be able to make payments (as the "Payor") for Content Services: When you make payments for the Services, you will be making payments for those items directly to other Users. Unless otherwise expressly stated in these Terms or unless otherwise agreed to, all payments are made between Users peer-to-peer, all payments are final and non-refundable, except as required by applicable law. You represent and warrant that you have the authority and right to use the payment method selected by you and that such payment method has sufficient credit or funds available to complete your payment. We reserve the right to close any account with unauthorized charges.

Receiving Payments through the Service

Anything that a User receives payments for through the Service is a transaction between the User and the Payor, with us acting solely as a facilitator by providing the User and Payor with the Service. We take a commission on those payments for providing the Service, certain parts of customer service, moderation, and other

services. The commission may be changed by us at any time for any reason. For a consistent User experience and as a convenience to all, we process all payments through the Service.

Commissions through the Service

Besides commissions on payments we take, Users can also get commission by taking part in successful land sale options ("User Commission"). Users can create different types of land sale options and get User commission when the digital land in the frame of a land sale option is purchased by another User. These User commissions go to User only in case of clear and abuse-free land sale options in accordance with any additional terms, policies, rules, and guidelines applicable to the Service. The detailed rules of the land sale option, and the User commission may be changed by us at any time for any reason.

Vouchers, Gift Cards

Pulsarium issues vouchers or gift cards at its sole discretion.

Definition of vouchers / gift cards

A voucher / gift card is a digitally produced, specific means of payment - substitute for money, created by the issuer, but is in no way considered to be money or security. It is limited and numbered. The issuer can issue vouchers / gift cards of different values. The forgery of a voucher or gift card constitutes a crime. A voucher / gift card always contains its issuing value. its utility, restrictions, expiration dates, etc. specified on them and / or in the respective regulation documents.

Ownership

The ownership of the voucher / gift card can be freely transferred to anyone. The person owning the voucher/gift card in his/her possession shall be deemed to be the owner of it. The issuer does not investigate the true ownership of the voucher/gift card.

Use of vouchers / gift cards

Vouchers / gift cards can be used for buying land or other services. The owner of the voucher / gift card can make a purchase by redeeming it, within its validity up to the issuing value indicated on the voucher / gift card. The use of the voucher / gift card is carried out by the User handing it over to fully or partially settle the payment for the service / product specified on the voucher / gift card. When used, the voucher / gift card gets invalidated. Once expired, they cannot be reinstated or replaced.

Vouchers / gift cards are excluded from

- marketplace transactions,
- transactions for POI-d land tiles (land with recommendation and / or listed).

Purchases made with the voucher / gift card are subject to the general terms and conditions of the relevant store.

Validity

Vouchers / gift cards are valid 1 year from the date of purchase, and can be used on the site www.pulsarium.io up to the amount indicated on them, any prolonging is not possible.

Vouchers / gift cards are for a one-time buy only. Once you completed a purchase using any of them, it will immediately expire independent of the value of the transaction.

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- If you use them to purchase for a lower value than the value of the voucher / gift card, you lose the rest of the value. There is not any form of compensation for this.
- If you use them to purchase for a higher value than the value of the voucher / gift card, you can complete the amount with a bank card payment.
- You can only use one voucher / gift card for one transaction
- They cannot be combined with any other rebates or campaigns.

Restrictions

Vouchers / gift cards cannot be returned, switched or exchanged for money, specific substitute for money or voucher / gift card of any kind, they are solely acting as a payment method for the products / services specified above. Once their expiration period is over, any unused voucher / gift card expires, Pulsarium does not provide any way of prolongation, nor reinstatement. Pulsarium is not obliged to offer any kind of compensation for a lost or expired Voucher / gift card. Pulsarium rejects any responsibility for any damages caused by the voucher / gift card being lost, stolen or taken by a 3rd person.

In the case of any changes or modifications, Pulsarium is entitled to charge extra administration fees.

By using the voucher / gift card, the User automatically accepts the terms and conditions of Pulsarium and those of the voucher / gift card.

If the vouchers / gift cards are issued by a 3rd party, its respective regulations also apply.

Intellectual Property

Ownership of our Intellectual Property

The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("Intellectual Property" or "IP") are protected by law. All IP contained in the Service is our property or our Users' or third-party licensors' property. The IP includes UGC that has been licensed to us by our Users. Except as expressly authorized by us in these Terms, you may not make use of any IP contained in the Service unless you get separate permission from the owner. We reserve all rights to the IP not granted expressly in these Terms.

Vouchers / gift cards are for a one-time buy only. Once you completed a purchase using any of them, it will immediately expire independent of the value of the transaction.

License

Subject to your ongoing compliance with these Terms, we grant you a non-exclusive, personal, limited, revocable, non-transferable license to use the Service on compatible devices that you own or control for your personal, entertainment use. This includes the right to download and use software that we make available for download as part of the Service, in object code form only.

This software is licensed, not sold, to you for use only pursuant to the Terms and only in connection with your use of the Service.

Restrictions

You may not rent, lease, lend, sell, redistribute or sublicense any portion of the Service, including software – except the buying and selling of the digital land, or taking part in land sale options as a Service. You may not copy, distribute, publicly perform, publicly display, decompile, reverse engineer, disassemble, attempt to derive the source code, modify, or create derivative works of the Service or any downloaded or underlying software or technology (except as and only to the extent any foregoing restriction is prohibited by applicable law), nor attempt to disable or circumvent any security or other technological measure designed to protect the Service, including any protections for Content Services.

Breach

If you breach these license restrictions, or otherwise exceed the scope of the licenses granted herein, you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights.

Updates

These Terms will govern any updates provided to you by us that replace and/or supplement any part of the Service, unless such update is accompanied by a separate license, in which case the terms of that license will govern.

Emoji license

As the part of the Service and for providing you with an emoji set, we use Twemoji. Twemoji is an open-source emoji pack. The code for the Twemoji emoji set is developed by Twitter INC. The code is protected by copyrights and is licensed under a public license, namely the MIT License: <http://opensource.org/licenses/MIT>. The code is provided "as-is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the code or the use or other dealings in the code. The graphics for the Twemoji emoji set are created by Creative Commons (see <https://creativecommons.org/>). The graphics are protected by copyright and are licensed under a public license, namely the CC-BY 4.0: <https://creativecommons.org/licenses/by/4.0/>. See the complete license text here: <https://creativecommons.org/licenses/by/4.0/legalcode> For the graphics of Twemoji, the Disclaimer of Warranties and Limitation of Liability shall govern as described in the CC-BY 4.0 public license (see Section 5 of the complete license text available on the link above). We have not modified the graphics of Twemoji.

User Generated Creations - Users

Ownership of UGC and License Grant to Pulsarium. For any UGC that you have ever Provided or that you will Provide (whether created solely by you or together with others) (a) between you and us or you and Users, you retain all copyrights that you may hold in the UGC, and (b) in consideration of using the Service, you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense to any person or entity, whether a User of the Service or not) to host, store, transfer, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, create derivative works of, distribute, and use in any way the UGC that you provide, in whole or in part, including modifications and derivative works, in any media or formats (tangible or intangible) and through any media, items or channels (online, offline, or others, now known or hereafter developed), including for publicity and

marketing purposes (except that you are not granting us any license to make new or derivative video games using your UGC). Kindly note that if you Provide UGC (such as a catalog item or other items to or for the Service), you do not have the right to remove or modify that UGC (unless Pulsarium provides tools for you to remove or modify that specific type of UGC, or unless otherwise required by law). When using the Service, you may be prompted to grant other Pulsarium Users the right to use your UGC. If you agree to grant this right, other Users may use your UGC to create their own games and other UGC on the Service, and you will not be entitled to any revenue that those other Users earn, even if they use your UGC.

UGC Representations and Warranties; Rights in UGC.

You are solely responsible for your UGC and you represent and warrant that: You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions, to use and to authorize us to exploit the license that you grant to us hereunder; and Your UGC, and the use of your UGC as contemplated by these Terms, does not and will not: (I) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (II) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (III) require Roblox to obtain any further licenses from or pay royalties or compensation or other amounts or provide any attribution to any third parties; (IV) result in a breach of contract between you and a third party; or (V) cause us to violate any law or regulation.

Paying for Random Virtual Items

If you provide games/experiences that allow Users to pay for random virtual items, you must let Users know the odds of receiving each type of random item (that a User might receive) prior to paying. Please note that you must disclose those odds whether the User pays directly or indirectly.

UGC Disclaimer

We are under no obligation to edit or control UGC that you or others Provide, and will not be in any way responsible or liable for UGC. We may, however, at any time and without prior notice, screen, remove, edit, or block any UGC that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service, you will be exposed to UGC from a variety of sources and acknowledge that UGC may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against us with respect to UGC. If notified by a User or content owner that UGC allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the UGC, which we reserve the right to do at any time and without notice. For clarity, we do not permit copyright-infringing activities on the Service. Please alert us of any inappropriate UGC or other materials you find on the Service.

Copyright Act

Our policies prohibit you from Providing UGC that infringes on any copyrights. If you believe there is any infringement, please contact the UGC directly. There are times when Pulsarium is no longer able to intervene should there be a claim of infringement. Pulsarium does not retain control over assets minted on the Platform. Assets minted through the Platform are property of the User, who retains sole control. Pulsarium provides a service to create, but the User ultimately retains control. As such, copyright claims must be directly addressed with the User.

We would be pleased to assist with the process to ensure UGC that does infringe is resolved, please contact us at <https://discord.gg/pDbSAz2jtb>, and state the following: A description of the material that you claim is infringing and where it is located; Your address, telephone number, and email address; A statement by you that you have a good faith belief that the use of those materials is not authorized by the copyright owner, its agent, or the law; And a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Trademark Infringement

Our policies prohibit you from Providing UGC that infringes trademarks. If you believe there is any infringement, please contact the UGC directly and note that we are not able to mediate disputes between Users and the holders of trademark rights. There are times when Pulsarium is no longer able to intervene should there be a claim of infringement. Pulsarium does not retain control over assets minted on the Platform. Assets minted through the Platform are property of the User, who retains sole control. Pulsarium provides a service to create, but the User ultimately retains control. As such, trademark infringement claims must be directly addressed with the User.

We will look into and try to resolve any allegations of trademark infringement. Therefore, if you feel that your trademark rights are being infringed, contact us at <https://discord.gg/pDbSAz2jtb> . When you contact us, please provide the following information in writing: An electronic or physical signature of the person authorized to act on behalf of the owner of the trademark; A description of the trademark right that you claim has been infringed; A description of the material that you claim is infringing and where it is located; Your address, telephone number, and email address; A statement by you that you have a good faith belief that the use of those materials is not authorized by the trademark owner, its agent, or the law; and A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the trademark owner or authorized to act on the copyright or intellectual property owner's behalf.

Third-Party Materials

Third-Party Materials Disclaimer. Certain portions of the Service may include, display, or make available content, data, information, applications or materials from third parties (Third-Party Materials). You understand that by using the Service, you may encounter Third-Party Materials, such as third-party advertisements and promotional content that may be deemed offensive indecent or objectionable which content may or may not be identified as explicit language and that may contain links or references to objectionable material. Nevertheless, you agree to use the Service at your sole risk and that we shall not have any liability to you for content that may be found to be offensive, indecent, objectionable, inaccurate, incomplete, untimely, invalid, illegal, of poor quality or otherwise. Online Safety. If you see any content or materials (including Third Party

Materials) on the Service that appears to recruit, entice, advertise, or solicit any person to perform a commercial sexual act, please immediately report the User and situation at <https://discord.gg/pDbSAz2jtb>. Use at Own Risk. In addition, third party services (as discussed above) and Third-Party Materials that may be accessed from, displayed on or linked to from your device are not available in all languages or in all countries. We make no representation that such services and materials are appropriate or available for use in any particular location. To the extent you choose to access such services or materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Indemnity. You agree that you will be responsible for your use of the Service, and you agree to defend and indemnify us and our officers, directors, employees, consultants, affiliates, investors, business partners, subsidiaries and agents (together, the "Affiliated Parties") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (1) your access to, use of, or alleged use of the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property or proprietary right, publicity or privacy right, property right, or confidentiality obligation; or (4) any Dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

Disclaimers; No Warranties.

"As is." The service and all materials and content available through the service are provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. To the maximum extent permitted by applicable law, the affiliated parties disclaim all warranties of any kind, whether express or implied, relating to the service and all materials and content available through the service, including: (1) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; and (2) any

warranty arising out of course of dealing, usage, or trade. The affiliated parties do not warrant that the service or any portion of the service, or any materials or content offered through the service, will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and do not warrant that any of those issues will be corrected. No Responsibility. No advice or information, whether oral or written, obtained by you from us or any materials or content available through the service will create any warranty regarding any of the affiliated parties or us that is not expressly stated in these terms. You assume all risk for any damage that may result from your use of or access to the service, your dealing with any other Users on the service, and any materials or content available through the service. You understand and agree that you use the service, and use, access, download, or otherwise obtain materials or content through the service and any associated sites or services, at your own discretion and risk, and that you are solely responsible for any damage to your property (including your computer system or mobile device used in connection with the service), or the loss of data that results from the use of the service or the download or use of that material or content. These limitations apply to the maximum extent permitted by applicable law.

Limitation on Liability

No Consequential Damages. To the maximum extent permitted by applicable law, in no event will the affiliated parties be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the service or any materials or content on the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not we have been informed of the possibility of damage. Cap. To the maximum extent permitted by applicable law, you agree that the aggregate liability of the affiliated parties to you for all claims arising out of or relating to the use of or any inability to use any portion of the service or otherwise under these terms, whether in contract, tort, or otherwise, is limited to \$1,000 (except as noted in the arbitration section below). Basis of Bargain. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks

under these terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

Dispute Resolution, Arbitration and No Class Actions

No Class Actions and Severability

You and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. You and we agree as follows: (a) neither you nor we will seek to have a Dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity; (b) no arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding; and (c) if the class action waiver or any part of this section is found to be illegal or unenforceable as to all or some parts of a Dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

Waiver

No waiver of any part of these Terms by either you or us shall be deemed a continuing or further waiver of any such part or any other part of the Terms, and your or our failure to assert any rights or part of these Terms shall not be deemed or otherwise constitute a waiver of such right or part.

General

These Terms, together with the other documents expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and us regarding your use of the Service. Except as expressly permitted in these Terms, these Terms may be amended only by a

written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time to any entity without notice or consent. This agreement is binding on and inures to the benefit of our respective heirs, successors and assigns. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible (or, if it cannot legally be given any effect, will be severed from these Terms), and the remaining parts will remain in full force and effect. Nothing in these Terms shall be deemed to confer any rights or benefits on a third party. You and we agree that any cause of action arising out of or related to the service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

Compliance with Laws

You will comply with all laws in your use of the Service, including any applicable export laws. You will not directly or indirectly export, re-export, or transfer the Service to prohibited countries or individuals or permit use of the Service by prohibited countries or individuals. Contact Information. <https://discord.gg/pDbSAz2jtb>