

Website Terms and Conditions

Last updated and effective as of 11 October 2023

INTRODUCTION

These Website Terms and Conditions (these “**Terms**”) are entered into by and between you and Animoca Brands Limited (“**Animoca**”, “**we**”, “**us**” or “**our**”). These Terms govern your access to and use of this website located at <https://formulaehighvoltage.com/> and all associated websites linked to <https://formulaehighvoltage.com/> (collectively, the “**Website**”) published by Animoca and its subsidiaries and affiliates (together with Animoca, the “**Group**”), including without limitation, any content, functionality and services offered by the Group on or through the Website. The Website is the property of Animoca and its licensors.

Please read these Terms carefully before accessing or using the Website as they contain important information and affect your legal rights.

1. AGREEMENT TO THESE TERMS AND ELIGIBILITY TO USE THE WEBSITE

- 1.1. By accessing or using the Website, you agree to be bound and abide by these Terms as well as our Privacy Policy (“**Privacy Policy**”) and any other applicable policies published on the Website (collectively, the “**Applicable Policies**”), which form part of these Terms as incorporated by this reference.
- 1.2. By using the Website, you further represent and warrant that:
 - (a) You are at least 18 years old or have attained such age of majority and contractual capacity in your jurisdiction of residence. In the event that you are below the age of 18 (or other applicable age of majority in your place of residence), you have obtained consent from your parent or guardian before accessing or using the Website before accessing or using the Website and your use of the Website is under the supervision of a parent or guardian who agrees to be bound by these Terms on your behalf;
 - (b) Your access to and use of the Website does not violate any applicable law; and
 - (c) You are using the Website for your personal use only.
- 1.3. By purchasing, acquiring or otherwise holding any NFTs (as defined below) as so recorded by the relevant smart contract, you further accept and agree to any Anti-Money Laundering and Counter-Terrorist Financing and Know-Your-Client Policy (“**AML/KYC Policy**”) and any other mandatory policies notified to you from time to time or incorporated herein by reference and any amendment thereto that may be made by us from time to time.
- 1.4. IF YOU DO NOT (A) AGREE TO THESE TERMS, OR (B) MEET THE ABOVE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WEBSITE AND SHOULD CEASE AND DISCONTINUE ANY ACCESS TO AND USE OF THE WEBSITE.
- 1.5. When you use the Website, you may also be using the services of one or more third-party service providers (such as third-party social media platforms, if applicable) (each, a “**Third-Party Provider**”), you agree that your use of any such third-party services may be subject to any applicable terms and conditions and policies of the relevant Third-Party Providers.
- 1.6. Additional terms and conditions may apply to specific portions, services or features of the Website,

such as the registration or participation in any events (“**Specific Terms**”). Any Specific Terms and conditions are incorporated to these Terms by this reference. In the event of any direct conflict between these Terms and any Specific Terms, the Specific Terms shall prevail to the extent of such conflict.

- 1.7. While the Website may be accessible worldwide, we reserve the right to limit the availability of the Website or any part, functionality, services or content provided thereon to any person or jurisdiction in our sole discretion. Any offer for any feature, product or service made on the Website is void where the same is prohibited under the laws of certain jurisdiction. The Website is administered and operated by Animoca in Hong Kong. If you access or use the Website from any other jurisdiction, you do so on your own initiative and are responsible for compliance with any applicable local laws and regulations.

2. AMENDMENT TO THESE TERMS

We reserve the right to amend these Terms from time to time in our sole discretion by publishing such amended Terms on the Website. All amendments are effective upon publication. You acknowledge that we will not explicitly notify you about any possible amendments and it is your responsibility to check these Terms periodically for changes. Your continued use of the Website following the publication of any amended Terms means that you accept and agree to the amendments.

3. AVAILABILITY OF AND UPDATES TO THE WEBSITE

- 3.1. We reserve the right to amend, update, withdraw, suspend or disable the Website or any part thereof, including any functionality or services we provide through the Website for any reason in our sole discretion without prior notice. We do not guarantee that the Website or any content thereon will always be available or uninterrupted. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.
- 3.2. You acknowledge that any content on the Website may be out of date at any given time, and we are under no obligation to update the same.

4. REGISTRATION OF AND CONNECTION WITH YOUR ACCOUNT

- 4.1. Registration of Account (as defined below) or Connection of Account with the Website. In order to enjoy full access to the Website, you may be asked to have or create a Blocto wallet on the Flow blockchain or any other user profile as requested on the Website (an “**Account**”), or otherwise connect your existing Account with the Website. We may at our discretion refuse to allow anyone to establish an Account, or limit the number of Accounts that a single user may establish and maintain at any time. You acknowledge and agree that the registration, maintenance and use of any Account registered with a third party are subject to any applicable terms and conditions of such third party.
- 4.2. Account Security.
 - (a) You are solely responsible for maintaining adequate security and control of any and all passwords, hints, personal identification numbers (PINs), application programming interface (API) keys, signatures or any other codes related to your Account or that you use to access the Website (collectively, your “**Account Credentials**”). Any loss or compromise of the Account Credentials and/or your personal information may result in unauthorized access to your Account by third parties and the loss or theft of any NFT(s) and/or funds held in your Account and any associated accounts, including your linked bank account(s) and credit card(s) (if applicable). By creating an Account, you agree that you will not disclose your Account Credentials to anyone and will notify us immediately of any unauthorized use of your Account. Neither shall the Company nor any of its affiliates be responsible for any unauthorized access to your Account, including any access that

occurred as a result of fraud, phishing, or other criminal activity perpetrated by third parties.

(b) In the event that any log-in credentials or API authentication is generated by us, such log-in credentials and API authentication are for your use only and you agree that you will not sell, transfer or sublicense them to any third party, except that you may disclose your password or private key to your agents and subcontractors.

4.3. Account Activities. You are responsible for all activities that occur under your Account, regardless of whether such activities have been authorized by you or undertaken by you.

4.4. Suspension or Termination of Account. In the event that any Account is registered and maintained with us, we reserve the right to suspend or terminate your Account if any information provided by you under these Terms is inaccurate, untrue, or incomplete, or if you fail to comply with any Account registration requirements or these Terms. We may suspend or terminate your access to and use of the Website at any time, for any reason, in our sole and absolute discretion, without incurring liability of any kind to you as a result of such suspension or termination.

5. USE OF THE WEBSITE

5.1. You agree to use the Website for lawful purposes only and in accordance with these Terms. You further agree not to:

(a) Use the Website in any manner that violates any applicable law or regulation, including but not limited to any law and regulation against money laundering and terrorist financing;

(b) Use the Website for the production or dissemination of any defamatory, pornographic, discriminatory, racist or inappropriate content or in a manner that would otherwise bring Animoca to disrepute;

(c) Duplicate, copy, transmit, distribute, license, reverse engineer, modify, publish, display, reuse or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of our intellectual property rights or knowingly or recklessly encourage or assist any third parties to infringe our intellectual property rights without our express prior written consent;

(d) Use the Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Website, or interfere, disrupt or reverse-engineer any aspects or features of the Website that could modify, damage, disable, overburden or impair the functioning of the Website in any manner;

(e) Attempt to exploit vulnerability of any system or network of ours or breach any security or authentication measures implemented by us;

(f) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website;

(g) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Website;

(h) Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means, program or interface not authorized by us to access the Website, extract data or otherwise interfere with or modify the rendering of Website pages or functionality, or to incorporate the Website into any other program, website or application;

(i) Use data collected from the Website to contact any individuals, companies, or other persons or

entities or to conduct any direct marketing activities;

- (j) Use the Website to conduct electronic spamming or otherwise distribute ant unsolicited or unauthorized advertising, promotional or marketing material, junk or chain messages;
- (k) Bypass or ignore instructions that control all automated access to the Website; and
- (l) Use the Website to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments.

5.2. You agree that we may, in our sole discretion and without prior notice, suspend, restrict or terminate a user's access to the Website or any functionality or services provided thereon if we determine that your activity on or involving the Website is associated with any use that is contrary to these Terms.

5.3. You acknowledge that any violation by you of these Terms may cause irreparable harm to Animoca, for which monetary damages would be inadequate, and you consent to the obtaining of any injunctive or equitable relief by us that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Website, and all any associated content, features, design element, and other materials contained therein, including, without limitation, our logos and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof are proprietary property of the Group and its licensors (as the case may be) and protected by copyright, trademark, patent, trade secret and any other applicable intellectual property or proprietary rights laws. We retain any and all rights, title and interest in and to the Website and any content thereof (including, without limitation, all intellectual property rights), including all copies, modifications, extensions and derivative works thereof.

6.2. Your right to use the Website is limited to the rights expressly granted in these Terms. Unless otherwise expressly stated herein, no licenses to use any of our logos, trademarks, trade names, business names, slogans or brands are to be inferred or assumed pursuant to the use of any of the Website. All rights not expressly granted to you herein are reserved and retained by the Group or its licensors (as the case may be).

6.3. Subject to your ongoing compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferrable and royalty-free license to use any materials made available on the Website for public download (such as fact sheets, logos, project images, etc.), provided that you (a) do not remove any proprietary notice language in all copies of such materials, (b) use such materials only for your personal, non-commercial purposes, (c) make no modifications to any such materials, and (d) do not make any additional representations or warranties relating to such materials.

7. RELIANCE ON INFORMATION AND CONTENT ON THE WEBSITE

7.1. Any information or content on the Website is made available on an "as-is" basis solely for general information purposes. The Website may contain information obtained from third-party sources, including from portfolio companies of the Group. We have not verified and are not under any obligation to independently verify such information. We do not assume any responsibility for the accuracy, reliability, or completeness of any information or content on the Website, nor do we represent or warrant that the Website or any content thereon is accurate, current, appropriate for a particular situation, error-free or free of viruses or other harmful components. Any reliance placed on the content by you is at

your own risk.

- 7.2. Any investments or portfolio companies described or referred to on the Website may not be representative of all the investments made by the Group. We do not guarantee that any investments or projects described on the Website are, or will be, profitable or that other investments made in the future will have similar character or results.
- 7.3. Any comments or opinions expressed or included on the Website, regardless of whether the same are expressed in the form of text, video or audio recordings, etc., are subject to change and not intended to provide any investment, accounting, tax, legal or professional advice. Nothing on the Website shall be construed as any recommendation that you purchase, sell or hold any digital assets or other investment.
- 7.4. Some information contained on the Website may comprise forward-looking statements related to matters such as revenues, earnings and future projects. Such forward-looking statements may be identified by the words "will", "believe", "intend", "expect", "anticipate", "project", "estimate", "predict", "is confident", etc. and may include certain plans, roadmaps and vision statements. Such forward-looking statements are provided for information only and do not represent any historical facts. Further, such forward-looking statements are made based on our beliefs as at the date such statements are made about the business, industry or markets in which we operate and are subject to any applicable assumptions and change without notice. We do not guarantee the realization of any such forward-looking statements nor assume any liability arising from your reliance on such statements.

8. THIRD-PARTY LINKS AND APPLICATIONS

- 8.1. The Website may contain links to third-party websites or services that are not owned or controlled by the Group. You hereby acknowledge that the Group has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge that the Group shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third-party websites or services. We strongly advise that you read the terms of service and privacy policies of any such third-party websites or services.
- 8.2. The Website may provide certain social media features that enable you to link certain content on this Website to your account maintained with third-party social media platforms controlled by third-party providers. You may use these features solely with respect to the content they are displayed with, and otherwise in accordance with these Terms and any additional terms and conditions we provide with respect to such features.
- 8.3. You are solely responsible for keeping your log in credentials with respect to any social media accounts secure and you should never share such credentials with anyone. We are not liable for any acts or omissions by you in connection with your social media account or as a result of your social media account being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to or unauthorized use of your social media account.

9. USE OF THIRD-PARTY DIGITAL WALLETS

- 9.1. For the purposes of these Terms:
 - (a) "**Game**" means the blockchain-based racing game operated by Animoca or any of its affiliates titled "Formula E: High Voltage" and any version thereof published on various platforms by Animoca or any of its affiliates;
 - (b) "**Holder**" means any individual, entity or its affiliates who has purchased, acquired, received or

otherwise holds an NFT as so recorded by the relevant smart contract;

- (c) “**NFT**” means any non-fungible, cryptographic token or other such term describing an asset on a blockchain possessing unique identifiers or other metadata in a manner that makes such asset irreplaceable and unable to be exchanged for a similar token or asset of like kind or nature that is made available on the Website; and
- (d) “**Purchased NFT**” means an NFT that a Holder has purchased, acquired or otherwise hold as so recorded by the relevant smart contract.

- 9.2. You may need to connect with your third-party digital wallet (your “**Wallet**”) for access to certain portions of this Website, any services provided thereon (the “**Services**”), or to conduct any financial transactions with your Wallet and solely through the relevant blockchain powered by Flow (the “**Network**”). Any such Wallet is not operated or maintained by Animoca. As such, we do not have any custody or control over the contents of such Wallet and has no ability to retrieve or transfer any content therein. We also have no insight into or control over any financial transactions conducted with such Wallet, nor do we have the ability to reverse any such transactions. We shall 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 Website, or using our smart contracts, or any other transactions that you conduct via the Network or your Wallet.
- 9.3. You are solely responsible for keeping your Wallet secure and you should never share your Wallet credentials or seed phrase with anyone. We are not liable for any acts or omissions by you in connection with your Wallet or as a result of your Wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to or unauthorized use of your Wallet.
- 9.4. The Network requires the payment of a transaction fee for every transaction that takes place on the Network (“**Gas Fee**”). You are solely responsible to pay such Gas Fee or any other applicable transaction fees, creator earnings (if any), platform fees, payment transfer fees, royalty fees (if any) for each transaction (collectively, the “**Transaction Fees**”). We are not responsible for any Transaction Fees and will not reimburse you for any Transaction Fees incurred, regardless of whether an NFT is issued at a purchase price.
- 9.5. You are solely responsible for any Internet connection and telecommunication fees and charges that you incur when accessing your Wallet, the Website, Game or relevant smart contracts.
- 9.6. You are also solely responsible for any applicable taxes on any transactions via the Website other than any taxes that are chargeable on the net income of Animoca or Animoca Group.

10. PROVISIONS ON THE MINTING OF NFTS

10.1. AML/KYC compliance.

- (a) Pursuant to the economic sanctions’ programs administered in the jurisdictions where we conduct business, we may be prohibited from providing access to the Website, any Services or entering into relationships with certain individuals and entities. We are therefore obliged to comply with applicable AML/KYC laws and regulations on you. You may not be able to purchase or mint any NFTs using the Website unless you comply with all our established AML/KYC procedures, requirements and AML/KYC Policies to our satisfaction.
- (b) Any documents submitted by you as requested in our AML/KYC procedures must be verified. Verification of identity may require multi-factor authentication, layered security and other controls to ensure a meaningful identity confirmation process of you based on accumulated reward size, among other factors as determined and may be amended by us from time to time in our sole

discretion.

10.2. Payment and delivery of any NFTs. The delivery of any NFTs to you is subject to the (a) full payment of the purchase price of the relevant NFT as indicated on the Website subject to Sections 9.4 to 9.6 above and (b) completion of any AML/KYC procedures to our satisfaction (if applicable). Unless otherwise stated herein, any payment made by you hereunder is non-refundable.

10.3. Disclaimer.

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, ANICHESS MAKES NO WARRANTY THAT ANY OF THE NFTS: (A) WILL MEET HOLDERS' REQUIREMENTS; OR (B) WILL BE ACCURATE, RELIABLE, COMPLETE OR SAFE. ANICHESS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE NFTS. ANICHESS DOES NOT REPRESENT OR WARRANT THAT THE NFTS ARE COMPLETE OR ERROR-FREE. ANICHESS WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED IN THE NFTS. ANICHESS CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT HOLDERS DISCLOSE ONLINE. HOLDER ACCEPTS THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD ANICHESS RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ANICHESS'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (b) ANICHESS WILL NOT BE RESPONSIBLE OR LIABLE TO HOLDERS FOR ANY USE OF THE NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) HOLDER'S ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR THE NFTS.
- (c) NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE NETWORK, WHICH ANICHESS DOES NOT CONTROL. ANICHESS DOES NOT GUARANTEE THAT ANICHESS OR ANY OF ITS AFFILIATES CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN THE NFTS.
- (d) There are numerous risks associated with blockchain technology and the NFTs. You should familiarize yourself with these risks and agree to assume these risks by holding an NFT.
- (e) Animoca makes no claims or guarantees that your Purchased NFT is or will be worth anything. You understand that your Purchased NFT has no inherent monetary value, and any such Purchased NFT should be treated as nothing more than a fun collectible. Additionally, there should be no expectation that your Purchased NFT will create any ancillary value whether monetary or otherwise.
- (f) Animoca is not responsible for losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the NFTs. Animoca is not responsible for losses due to late report by third-party developers or representatives (or no report at all) of any issues with the blockchain supporting the NFTs including forks, technical node issues or any other issues having fund losses as a result.
- (g) Nothing in this agreement shall exclude or limit liability of any party for fraud, willful misconduct or

negligence or any other activity that cannot be limited or excluded by legitimate means.

10.4. Assumption of risks.

You acknowledge that NFTs carry the following risks among others. We expressly disclaim any responsibility for these risks:

- (a) The prices of the NFTs may be extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of any NFTs will not lose money.
- (b) Holder is solely responsible for determining what, if any, taxes apply to a Transaction (other than any taxes that are chargeable on our net income) and to pay any such applicable taxes as well as any other applicable expenses arising out of or in connection with a Transaction (including without limitation any Internet charges, Transaction Fee and telecommunication charges). Animoca is not responsible for any such applicable taxes, Transaction Fees or other expenses and will not reimburse a Holder for any Transaction Fees so incurred.
- (c) There are risks associated with using an internet-based currency, including but not limited to, the risk of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within a wallet. Holder accepts and acknowledges Animoca will not be responsible for any communication failures, disruptions, errors, distortions or delays Holder may experience when using the NFTs after delivery to the Holder, however caused.
- (d) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of the NFTs.
- (e) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of and the utility of the NFTs.
- (f) There are risks associated with purchasing user-generated content or any NFTs from a secondary sale, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Animoca reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Your Purchased NFTs may become inaccessible and under no circumstances shall the inability to view your Purchased NFTs serve as grounds for a claim against us.

11. DISCLAIMER OF OTHER WARRANTIES

- 11.1. We expressly disclaim all warranties of any kind, whether express or implied, (a) as to the operation or availability of the Website, or any information, functionality, content, materials, services or products included thereon; (b) that the Website will be uninterrupted or error-free; (c) as to the accuracy, reliability, or currency of any information or content provided through the Website; or (iv) that the Website, its servers, communications sent from or on behalf of Animoca, or any files available for downloading from the Website are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply; but in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.
- 11.2. You are responsible for implementing appropriate measures to satisfy your particular requirements

for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL MADE AVAILABLE THEREON.

- 11.3. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 11.4. WE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

- 12.1. To the maximum extent permitted by applicable law, in no event shall Animoca, its subsidiaries or affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including but not limited to damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Website or Services, including but not limited to the use of any third-party software or third-party hardware, loss of any Gas Fees or Transaction Fees for failed transactions on the Website, any excessive Gas Fees or Transaction Fees charged or loss of any NFT due to Marketplace or smart contract bugs, loss of assets from your Wallet, or otherwise in connection with any provision of these Terms), even if Animoca, its subsidiaries or affiliates has been advised of the possibility of such damages.
- 12.2. Your sole remedy against Animoca for any dissatisfaction with the Website or any functionality or content thereon is to stop using the same. Notwithstanding the aforementioned, if Animoca is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Website or any content, our liability shall in no event exceed the greater of (i) the total of any fees with respect to any Service or feature of or on the Website paid by you in the 6 months prior to the date of the initial claim was made against us, or (ii) US\$100.
- 12.3. Nothing in these Terms shall exclude or limit liability of any party for fraud, willful misconduct or negligence or any other activity that cannot be limited or excluded by legitimate means.

13. INDEMNIFICATION

- 13.1. You agree to indemnify, defend, and hold harmless Animoca, its subsidiaries and affiliates, their respective directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates from and against any and all actual or alleged claims, actions, proceedings, investigations, demands, suits, losses, damages, demand of liability, costs, including attorneys', investigators', and experts' (or similar) fees, disbursements and all expenses incurred, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise, arising out of or in connection with your violation of these Terms, use of the Website or any content, functionality or services provided thereon.
- 13.2. If you are obligated to indemnify us under these Terms, you agree that we will have the right, in our

sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to fully cooperate with us in the defense or settlement of the relevant claim.

14. GENERAL PROVISIONS

- 14.1. Assignment. Animoca may assign its rights and obligations under these Terms, in whole or in part, to any person or entity at any time without prior notice. You may not assign these Terms without our prior written consent.
- 14.2. No waiver. No failure or delay by you or Animoca in exercising any rights, powers, or remedies will operate as a waiver, and no waiver of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.
- 14.3. Third-party rights. Except as expressly indicated herein, these Terms are not intended to confer any rights or remedies on any person other than the parties hereto, except that any subsidiary or affiliate of Animoca may enforce any right or remedy expressly conferred on it under these Terms.
- 14.4. Severability. If any term or provision herein is held by a court of a competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.5. Entire agreement. These Terms, together with the Applicable Policies and any other terms and conditions incorporated hereto by reference, constitute the entire agreement between the parties with respect to your use of the Website and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.
- 14.6. Governing law and dispute resolution. These Terms shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of Hong Kong without giving effect to its conflict of law provisions. Any dispute, controversy, difference, or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally re-solved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English.
- 14.7. Electronic notices and communication. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and sent to us by email to our email address below:

To Animoca: revv@animocabrands.com

You acknowledge and agree that we may provide notices to you electronically (a) via email if you have provided us with a valid email address or (b) by posting such notice on the Website as we deem appropriate in our sole discretion. The delivery of any notice by us hereunder is effective when sent or posted by us, regardless of whether you read the notice or actually receive the delivery thereof.