

Beta Version of the Chain of Alliance Game

Effective as of 2024-04-29

Last Revised as of 2024-04-29

Terms and Conditions

Please read and agree to these Terms and Conditions (the "**Terms**") carefully before using any of our sites, mobile games, companion games, mobile applications, marketplace, and/or software or platforms (collectively, the "**applications**") and/or purchasing and/or otherwise acquiring or using any digital assets in, or entering, the game world/s of Chain of Alliance ("**CoA**"). CoA is a multiplayer decentralized, role-playing and strategy game, where the players battle each other and the AI in turn-based strategy matches, created and operated by ChromaWay AB, Sweden ("**ChromaWay**", "**we**" or "**us**").

Beta Version of the Chain of Alliance Game ("Beta-CoA")

Beta-CoA is a testing phase of CoA and the game may contain bugs and errors. ChromaWay cannot be held liable for any losses resulting from its use and does not warrant against loss or damage resulting from its use. Users employ CoA entirely at their own risk.

The fundamental nature of this Beta Test Version release is to acquire user feedback and data will be collected by default for identification and security. ChromaWay will process data in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules. The data required to be collected and processed would be of no use after evaluation and its retention will be limited to an evaluation analysis. The players' individual identifiable data is of no relevance and only player nominated pseudonyms may be collected.

It is acknowledged and agreed as an eligibility requirement for Beta-CoA that ChromaWay will collect the user account and the wallet address data from the players, and necessary engagement with a potential EVM-based network and/or Chromia testnet, that is required for registration in Beta-CoA. Additionally, account creation via Google is supported; however, only the resulting public key will be stored, with no additional data such as the email address being retained. This data will be processed in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules.

CHANGES TO THESE TERMS

ChromaWay may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of CoA thereafter. Any changes to these Terms will be in effect as of the “Last Revised” date referred to at the top of this page.

Your continued use of CoA after following the posting of the revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding for you.

Beta TEST VERSION AND LIMITATIONS

The Test Version of the Chain of Alliance Game ("**Beta-CoA**") will be accessible from 2024-04-29 on a web-browser.

There are two types of digital assets utilized within CoA:

- a. Characters and other in-game assets (represented as Non-Fungible Tokens ("**NFT's**"))
- b. Testnet Token

Collectively, a and b represent "**Beta-CoA Tokens**".

The players in Beta-CoA will play with “fake” NFTs, and Beta-CoA Tokens through the Chromia testnet.

Beta-CoA has limited gameplay and this Beta version is limited to only a few gameplay features of CoA. In this Beta version the following gameplay features are available, for example, but not limited to:

- Characters
- Character Fragment
- Blueprint
- Items
- Equipment
- Resources
- Testnet token
- Battling other players

Not all of the above gameplay features will be featured initially in the Beta version, but will be added as the Beta-CoA continues to develop and progress.

In this test version Beta version the following will not be available, for example, but not be limited to:

- CoA Tokens

The Beta-CoA will not have any of the blockchain features of NFT's and active Beta-CoA Tokens. The players will play with "fake" Beta-CoA Tokens and "fake" NFTs released by ChromaWay, and no assets or advances made by the players in Beta-CoA will be kept by the player/s or transferred to the subsequent game CoA that will be released (apart from the Plots a player holds and the reward each player will receive by the end of Beta-CoA). ChromaWay will burn and/or erase all progress in-game achieved during the testing period in Beta-CoA.

The game will use fake Beta-CoA Tokens that attain no value in CoA and will be burned and not be usable after the test game.

Beta VERSION PLAYER ELIGIBILITY

Participant player eligibility requirements for Beta-CoA, include but are not limited to:

- (i) A Google Account
- (ii) An EVM compatible wallet (e.g. MetaMask)

ACCEPTANCE OF TERMS

Your ("**you**", "**participant**" or "**buyer**") acquisition of the Beta-CoA is conditioned on your unconditional acceptance of and compliance with these Terms. If you disagree with any part of the Terms, then you may not acquire or participate in Beta-CoA.

By testing, purchasing, accessing or by calling an action on Beta-CoA or on a Beta-CoA Token smart contract, you are deemed to agree to be unconditionally bound by, and accept these Terms, as set out below ("**Acceptance**"). If you do not unconditionally agree to these Terms, you are not authorized to download, test, purchase, acquire, use, access, connect to or register to access Beta-CoA or Beta-CoA Tokens or interact with Beta-CoA and you must immediately cease doing so and/or remove or uninstall any application/s from all of your devices immediately. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have full authority to bind the

company or legal entity (and its employees) to this agreement. The terms may be amended from time to time by ChromaWay and any changes do not change your unconditional acceptance of these Terms. These Terms must be read in conjunction with our Privacy Policy which is hereby incorporated into these Terms by reference.

No ownership of Beta-CoA Tokens will be acquired through Beta-CoA as ChromaWay will only issue “fake” Beta-CoA tokens. You expressly understand and unconditionally agree that your use of Beta-CoA Tokens and Beta-CoA is at your sole risk and that Beta-CoA Tokens and Beta-CoA are provided "as is" and "as available".

Beta-CoA Tokens are not designed to be transferred other than within and as required by the gameplay of Beta-CoA. ChromaWay reserves the right to prohibit the transfer of Beta-CoA Tokens and transfers may only take place within the Beta-CoA ecosystem.

Acceptance of these **Beta-CoA** Terms and Conditions by eligible players requires an affirmative self-initiated and recorded action of a binding agreement to an unconditional acceptance clause at the end of these Terms and Conditions that states:

“I have read these Terms and Conditions and agree to be unconditionally bound by them, and agree to proceed”

AGE LIMIT

CoA and Beta-CoA Tokens are offered and available to Buyers who are 18 years of age or older. By purchasing, acquiring, accessing, or using Beta-CoA and Beta-CoA Tokens, you represent and warrant that you are of legal age to form a binding contract with ChromaWay and meet the foregoing eligibility requirement. If you do not meet this requirement, you must not purchase, acquire, access, or use Beta-CoA and/or Beta-CoA Tokens.

THE Beta-CoA PLOTS AND NFTs

The “fake” NFTs are gameplay environments which players can inhabit in Beta-CoA to focus on introducing the main characters and the world of CoA to the Chain of Alliance community and getting player feedback. In **CoA** the Plots and NFTs will exist on the Chromia Relational Blockchain or other EVM

based blockchains. In CoA the Plots are in finite supply, may have different characteristics and relative value and may enable users to create, buy, transfer and trade unique digital game assets on your Plot in CoA for game-making purposes and/or may be used as collateral/security in CoA. Plots and fake NFTs however have no useability outside of the Beta-CoA platform. Plots and fake NFTs do not have any tangible or physical manifestation.

It thus must be stated that ChromaWay owns all rights, title, and interest in and to any art, design, photograph, and drawing that may be associated with any Beta-CoA Plot that you Own ("Art"), and all intellectual property rights therein.

The player will only receive a license to use for specified purposes in Beta-CoA.

ChromaWay will own all rights, title, and interest in and to

- (i) the Art and all proprietary source code, object code and other technology associated with the Plots and Beta-CoA; and
- (ii) any and all other content and materials available through the Plots and NFTs, Beta-CoA and Beta-CoA-websites, any associated application, and all intellectual property rights therein; and
- (iii) ChromaWay Intellectual Property may only be used in connection with the Plots, for personal, non-commercial purposes.

ChromaWay does not grant, by implication, estoppel, or otherwise, any license or right to use any ChromaWay Intellectual Property or Plots and other in-game assets in a manner inconsistent with these Terms without the prior written permission of ChromaWay and/or any third-party that may own additional intellectual property.

In effect ChromaWay grants a limited, non-exclusive, non-transferable, royalty-free license to display the Art solely, for the following purposes:

- (i) for your own personal, non-commercial use within Beta-CoA.

You may not (and may not permit any third-party to):

- (i) modify the Art in any way, including without limitation, the shapes, designs, drawings, attributes, or color schemes; or
- (ii) use the Art to advertise, market, or sell any product or service; or

- (ii) use the Art in any manner which would constitute or amount to an endorsement of or relationship with any particular third-party, entity, product, product category, charity or service
- (iii) grant any third-party the right to use through the Art; or
- (iv) use the Art in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or
- (v) use the Art in movies, videos, or other forms of media, except solely for your own personal, non-commercial use; or
- (vi) sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Art; or
- (vii) attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Art except for the license granted pursuant to these Terms; or
- (viii) otherwise use the Art for your or any third-party's commercial benefit. To the extent that the Art contains any intellectual property licensed from a third-party, you will not have the right to use such third-party intellectual property in any way except as incorporated in the Art (and subject to all of the restrictions set forth herein with respect to your use of the Art).

The license granted in these Terms apply only to the extent that the Beta-CoA is live. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of a Plot or NFT for any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the Plot or NFT or the related Art.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the ChromaWay Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the Plot or any other ChromaWay Intellectual Property.

We reserve the right to modify or discontinue the Plots and NFTs and the Beta-CoA platform (or any parts of any associated software or applications relating thereto) with or without notice at any time.

ChromaWay (including, without limitation, our licensors) shall not be liable to you or any third-party for any modification, suspension, or discontinuance of the Plots, NFTs or the Beta-CoA platform or any associated software, applications, or functionality.

TESTNET TOKEN

No active tokens will be used to play the game in the Beta-CoA

The Testnet token is a medium of exchange which may be used to acquire Arenas (Plots) in the final CoA game, or various NFTs within CoA, to be staked within CoA and used as collateral, or entitle the user to certain exclusive privileges (e.g. purchases of designer "NFTs"). The Testnet token would have no useability outside of the CoA or Beta-CoA gaming ecosystem platform. Testnet tokens do not have any tangible or physical manifestation.

REGISTRATION

We reserve the right to require that you register with us in order to access Beta-CoA Tokens.

If you are required to register an account with us or any third-party, you agree to provide accurate, current, and complete information about yourself as part of that process.

When registering you may be required to select a username and password, private key, or other form of secure authentication that will be used to access your account ("**Password**"). You are responsible for any use of your Password, whether by you or others. You agree to keep your Password confidential and not share it with anyone else. ChromaWay is not liable for any loss or damage arising from your failure to protect your username, Password, or any other personal information, including but not limited to loss of access to any Beta-CoA Tokens.

You acknowledge and agree that certain data pertaining to you, which you may view as sensitive, will be accessible to the public through the Chromia Relational Blockchain or Ethereum Blockchain, or Binance Smartchain Network. Such data includes but is not limited to information identifying and/or otherwise pertaining to your User Account.

You authorize ChromaWay to act on instructions received through use of your Password, and that ChromaWay may, but is not obligated to, deny access, or block any transaction made through use of your Password without prior notice.

TERMS OF SERVICE, PRIVACY AND SECURITY

It is your responsibility to know, understand and abide by these Terms and the Privacy Policy, which is incorporated herein by reference. Any information that you may provide to ChromaWay during your use of Beta-CoA is subject to ChromaWay's Privacy Policy. Any information that you may provide to a third-party site during your use of Beta-CoA is subject to the third-party site's privacy policy, and your use of any third-party site included in Beta-CoA is governed by the terms of service of the applicable third-party site.

You are solely responsible of ensuring that any process, devices and/or services you employ to access or use Beta-CoA Tokens or any of the websites and the Beta-CoA platform (in particular, without limitation, to acquire, hold, manage and sell Beta-CoA Tokens do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system and/or any data contained therein. To the greatest extent permitted by law and without limiting the generality of this Section, ChromaWay excludes any liability for any interference or damage to your devices, computer system and/or any data contained therein in connection with your access or use of Beta-CoA or any of the Beta-CoA-websites or Beta-CoA.

COMPLIANCE

You acknowledge that certain operations in respect of Beta-CoA may constitute and/or otherwise fall within the scope of regulated activities under applicable laws in certain jurisdictions. You acknowledge that you may not use Beta-CoA to engage into any such activities and that ChromaWay makes no representation in respect of, or otherwise in connection with, the suitability of Beta-CoA and/or any output generated by using Beta-CoA, to engage into any regulated activity regarding Beta-CoA or such output's compliance with laws and regulations applicable to such activities. ChromaWay neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable laws and regulatory requirements, including any applicable provisions of financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable legal requirements at your own cost and responsibility in using Beta-CoA and/or any output in connection with Beta-CoA.

DIGITAL ASSETS

Beta-CoA and/or CoA tokens and digital assets are not a representation of money or electronic money, or any security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment. ChromaWay does not facilitate the transmission of fiat currency on behalf of users or other third parties, nor does it assist with the conversion of CoA and/or Beta-CoA tokens or digital assets to fiat currency.

TAXATION

ChromaWay makes no representation or advice of any kind in respect of, or otherwise in connection with, the suitability of Beta-CoA and/or any output generated by using Beta-CoA, or Beta CoA Tokens or other game assets to engage into or with any taxation regulated activity regarding Beta-CoA or such output's compliance with laws and regulations applicable to such activities, retrospectively, now or into the future. ChromaWay neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in taxation regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable taxation laws and regulatory requirements, including any applicable provisions of related financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable taxation legal requirements at your own cost and responsibility in using Beta-CoA Tokens.

INTELLECTUAL PROPERTY OWNERSHIP, LICENSES AND RESTRICTIONS

You agree, in relation to Beta-CoA that you are attributed, that such Beta-CoA is in accordance with any description which accompanies that Beta-CoA. Any transfer of Beta-CoA shall be subject to the condition that any transferee will be subject to these Terms.

Ownership of Beta-CoA is limited to attribution of the relevant Beta-CoA residing on the relevant blockchain network, which is merely an information and transaction log recorded on an immutable ledger regarding the timestamped transfer history of such Beta-CoA. This ownership of Beta-CoA is separate and distinct from any rights, title, and interest in and to any art, design, photograph, and

drawing that may be associated with any Beta-CoA that you Own ("**Art**"), and all intellectual property rights therein, which are owned by ChromaWay. The rights that you have in and to the Art are limited to those expressly stated below. The first sale doctrine, and any similar doctrine or principle under any of the laws of any applicable jurisdiction, does not extend to any holder or acquirer (including subsequent acquirer of Beta-CoA).

Beta-CoA may be associated with certain Art or a unique Uniform Resource Identifier JSON file containing Metadata such as the name, description or image file stored on the Chromia Relational Blockchain. Where Beta-CoA are associated with certain Metadata, you may be able to edit your Metadata to adjust title, description, URL link, preview image, and logo within the limits of the smart contracts. All Metadata (and any URL, images, or logos to which it links or that are uploaded) must comply with these Terms and specifically cannot link to or contain any material or content that is pornographic, threatening, harassing, libellous, hate-oriented, harmful, defamatory, racist, xenophobic, or illegal. All Metadata are subject to ChromaWay's Code of Conduct. ChromaWay reserves the right to moderate and/or delete any Metadata that does not comply with these Terms or the Code of Conduct.

Subject to the licenses expressly granted below, ChromaWay (or where applicable, our licensors) own all rights, title, and interest in and to

- (i) the Art, the Metadata and all proprietary source code, object code and other technology associated with Beta-CoA Tokens and Beta-CoA and
- (ii) any and all other content and materials available through the Beta-CoA, Beta-CoA and Beta-CoA-websites, any associated application, and all intellectual property rights therein ("**ChromaWay Intellectual Property**"). ChromaWay Intellectual Property may only be used in connection with Beta-CoA, for personal, non-commercial purposes, as expressly permitted in these Terms.

Unless explicitly stated, you should assume that all ChromaWay Intellectual Property is protected by copyright, trademark and other applicable intellectual property laws and may not be used except as permitted in these Terms. ChromaWay does not grant, by implication, estoppel, or otherwise, any license or right to use any ChromaWay Intellectual Property or Beta-CoA in a manner inconsistent with these Terms without the prior written permission of ChromaWay and/or any third-party that may own additional intellectual property.

Without limiting the generality of the foregoing, subject to your continued compliance with these Terms, ChromaWay grants you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to view and display the Art or Metadata for Beta-CoA that you Own, solely, for the following purposes:

- (i) for your own personal, non-commercial use within Beta-CoA.
- (ii) You may not (and may not permit any third-party to):
 - a. modify the Art or Metadata in any way, including without limitation, the shapes, designs, drawings, attributes, or colour schemes; or
 - b. use the Art or Metadata to advertise, market, or sell any product or service; or
 - c. use the Art or Metadata in any manner which would constitute or amount to an endorsement of or relationship with any particular third-party, entity, product, product category, charity or service
 - d. grant any third-party the right to use through the Art or Metadata; or
 - e. use the Art or Metadata in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or
 - f. use the Art or Metadata in movies, videos, or other forms of media, except solely for your own personal, non-commercial use; or
 - g. sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Art or Metadata; or
 - h. attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Art or Metadata except for the license granted pursuant to these Terms; or
 - i. otherwise use the Art or Metadata for your or any third-party's commercial benefit. To the extent that the Art contains any intellectual property licensed from a third-party, you will not have the right to use such third-party intellectual property in any way except as incorporated in the Art or Metadata (and subject to all of the restrictions set forth herein with respect to your use of the Art or Metadata).

The license granted in these Terms apply only during the term of the Beta-CoA. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of Beta-CoA for any reason, the license granted

in these Terms will immediately expire, and you will have no further rights in or to the Beta-CoA or the related Art or Metadata.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the ChromaWay Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect Beta-CoA or any other ChromaWay Intellectual Property.

We reserve the right to modify or discontinue Beta-CoA and/or the Beta-CoA platform (or any parts of any associated software or applications relating thereto) with or without notice at any time. ChromaWay (including, without limitation, our licensors) shall not be liable to you or any third-party for any modification, suspension, or discontinuance of Beta-CoA or the Beta-CoA platform or any associated software, applications, or functionality.

PROTECTION OF THE COPYRIGHT AND THE MARK

ChromaWay has not granted over the Copyright or the Mark any of the following:

- (i) assignments;
- (ii) rights;
- (iii) licenses;
- (iv) waivers;
- (v) charges;
- (vi) liens; and
- (vii) encumbrances.

The User:

- (i) acknowledges that all copyright and rights in the nature of copyright subsisting in any part of the world in any New Property shall vest in ChromaWay;
- (ii) hereby assigns to the ChromaWay absolutely (with full title guarantee) the entire copyright and all other rights in the nature of copyright subsisting in the New Property, and all other rights of whatever nature, whether now known or created in the future, to which the User

may be entitled by virtue of the laws in force in any part of the world in such New Property, in each case for the whole term including any renewals, reversions, revivals and extensions;

- (iii) shall ensure that any third-party who creates, including in the course of or in preparation for manufacture of (the Products or) the Licensed Products, New Property for the User, such as consultants or freelance designers, assigns any copyright or other rights they may have in the New Property ChromaWay on the terms set out in Clause (ii) above;
- (iv) shall ensure that any moral rights in relation to the New Property are unconditionally waived to the fullest extent permitted by applicable laws; and
- (v) shall, upon ChromaWay's request, provide the Licensor with copies of all and any New Property, in such format as the Licensor may reasonably request.

The user shall immediately notify ChromaWay in writing giving full particulars if any of the following matters come to its attention:

- (i) any actual, suspected or threatened infringement of the Copyright or the Mark;
- (ii) any claim made or threatened that the Property infringes the rights of any third-party;
- (iii) any actual or threatened claim that the Mark is invalid;
- (iv) any actual or threatened opposition to the Mark;
- (v) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the user under this agreement; or
- (vi) any other form of attack, charge or claim to which the Copyright or the Mark may be subject.

In respect of any of the matters listed in clauses (i) to (vi):

- (i) ChromaWay shall, in its absolute discretion, decide what action if any to take;
- (ii) ChromaWay shall have exclusive control over, and conduct of, all claims and proceedings;

- (iii) the User shall not make any admissions other than to the Licensor and shall provide ChromaWay with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- (iv) ChromaWay shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.

TERMINATION

We may, at our sole discretion at any time, and for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of any Beta-CoA and/or Beta-CoA. Termination may include, but not be limited to

- (i) removal of your access to, or listing of Beta-CoA on ChromaWay's media properties or platform; or
- (ii) the deletion of all account information related to Beta-CoA from ChromaWay's media properties; and
- (iii) barring any further use of or access to the Beta-CoA platform by you.

ASSUMPTION OF RISK

You acknowledge that:

- (i) markets and prices for blockchain assets, such as NFTs, are extremely volatile, variations in prices for other digital assets could materially and adversely affect the value of any ChromaWay and/or Beta-CoA Tokens that you Own, and there is no guaranty that any ChromaWay or Beta-CoA Tokens that you own will have or grow or retain any value; and
- (ii) there are risks associated with CoA, Beta-CoA Tokens, NFTs, cryptocurrencies and other internet-native assets, including but not limited to the risk of hardware, software, and internet connectivity failures, malicious software, and the risk that third parties may obtain

unauthorized access to your assets, and neither ChromaWay nor any of its licensors shall be responsible for, or have any liability with respect to, any of these; and

- (iii) ChromaWay does not promise to host the Art or Metadata at any specific location or to make the Art or Metadata available on the internet for any specific period of time; and
- (iv) changes to the Chromia Relational Blockchain may have adverse effects on all blockchains using such platform, including without limitation, Beta-CoA that you may Own; and
- (v) neither ChromaWay nor any of its licensors shall be responsible for, or shall have any liability with respect to, any transaction between you and a third-party (such as your purchase or sale of Beta-CoA Token on the so-called "secondary market").

NO REPRESENTATIONS AND WARRANTIES

ChromaWay does not make any representation or give any warranty in respect to any characteristics of Beta-CoA. All warranties are expressly excluded to the maximal extent permitted under applicable laws. In particular, while ChromaWay has endeavored to take all reasonable measures and apply appropriate care in the preparation of the content of Beta-CoA, ChromaWay neither represent nor warrant that:

- (i) The Beta-CoA run uninterrupted and error-free; or
- (ii) The use of Beta-CoA is fit for any particular purpose and does not infringe upon any third-party's intellectual property rights; or
- (iii) Any information contained in Beta-CoA and/or any of the Beta-CoA websites or on Beta-CoA is accurate, adequate, complete or error free; and
- (iv) Except when otherwise stated in writing ChromaWay, the copyright holders and/or other parties provide Beta-CoA and Beta-CoA "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of Beta-CoA and any Beta-CoA Tokens that you own is with you.

LIABILITY

Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this license or any collateral contract,

whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

Nothing in this license shall operate to exclude or limit the ChromaWay's liability for:

- (i) death or personal injury caused by its negligence; or
- (ii) fraud; or any other liability which cannot be excluded or limited under applicable law

LIMITATION OF LIABILITY

In no event unless required by applicable law or agreed to in writing will ChromaWay (or any licensor) be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use Beta-CoA (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties), even if such holder or other party has been advised of the possibility of such damages.

LIABILITY, INDEMNITY, AND INSURANCE

To the fullest extent permitted by law, ChromaWay shall not be liable to the User for any costs, expenses, loss, or damage (whether direct, indirect, or consequential and whether economic or other) arising from the User's exercise of the rights granted to it under this agreement.

The User shall indemnify ChromaWay against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- (i) the Users exercise of the rights granted to it under this agreement; and
- (ii) the Users breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied, or put into use by the Licensee; and
- (iii) the enforcement of this agreement; and

- (iv) any claim made against ChromaWay by a third-party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees, or subcontractors.

This indemnity shall not apply to any liabilities, costs, expenses, damages, or losses incurred by ChromaWay directly or as result of any material breach by the ChromaWay of any term of this agreement, or any act of gross negligence or wilful misconduct by ChromaWay.

Liability under this indemnity is conditional on ChromaWay discharging the following obligations. If any third-party makes a claim, or notifies an intention to make a claim, against ChromaWay which may reasonably be considered likely to give rise to a liability under this indemnity ("**Claim**"), ChromaWay shall:

- (i) as soon as reasonably practicable, give written notice of the Claim to the Users, specifying the nature of the Claim in reasonable detail;
- (ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Users (such consent not to be unreasonably conditioned, withheld or delayed) provided that ChromaWay may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Licensee, but without obtaining the Users consent if ChromaWay reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (iii) give the Users and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives, or advisers, and to any relevant assets, accounts, documents and records within the power or control of ChromaWay, so as to enable the Users and its professional advisers to examine them and to take copies (at the Licensee's expense) for the purpose of assessing the Claim; and
- (iv) subject to the Users providing security to ChromaWay to ChromaWay's reasonable satisfaction against any claim, liability, costs, expenses, damages, or losses which may be

incurred, take such action as the Users may reasonably request to avoid, dispute, compromise or defend the Claim.

OR

be deemed to have given to the Users sole authority to avoid, dispute, compromise or defend the Claim.

If a payment due from the Users under this (Protection of the Copyright and the Mark) is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

Nothing in this clause shall restrict or limit the ChromaWay's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

NO MODIFICATIONS, TAMPERING OR CIRCUMVENTION

You may neither modify, decompile, disassemble nor otherwise tamper with or circumvent all or any portion of the Beta-CoA, in particular, but not limited to, the underlying rules and mechanics of the Beta-CoA and/or the code of Beta-CoA, its user interface and/or its operating principles, unless separately agreed in writing.

NO REVERSE ENGINEERING

You may not reverse engineer any source code that is not open source regarding Beta-CoA or otherwise attempt in any way to derive or otherwise determine the source code for the operation of Beta-CoA.

NO COPIES, NO DERIVATIVE WORKS

You may not adapt, reproduce, store, distribute, print, display, publish or create copies or derivative works from any part of Beta-CoA, the Art or Beta-CoA-websites other than in accordance with the License.

NO USE OF BOTS

You may not utilize any automated software or "bots" in relation to your access or use of Beta-CoA or Beta-CoA websites.

NO SERVER OVERLOAD

You may not knowingly perform any actions that may cause the computers used to support Beta-CoA or Beta-CoA websites (the "Servers") to become overloaded or crash.

NO DATA GATHERING AND EXTRACTION

You may not use any data gathering and extraction tools or software to extract information from Beta-CoA or Beta-CoA websites or utilize framing techniques to enclose any of the contents of the Beta-CoA or Beta-CoA websites.

NO UNAUTHORIZED USE OF TRADEMARKS, LOGOS, PROPRIETARY NAMES AND GRAPHICS

Without ChromaWay's written approval, you may not use any of ChromaWay's or Beta-CoA's logos, trademarks or other proprietary names or graphics. For the avoidance of doubt, this restriction also applies if such uses are made in association with links to Beta-CoA.

NO UNAUTHORIZED USE OF META TAGS

You may not use any meta tags or other hidden text which incorporate ChromaWay's name or any of its intellectual property including trademarks without ChromaWay's prior written approval.

POSTING POLICY

This "Posting Policy" applies to any comments you post or any statements you make in any manner in connection with Beta-CoAs, in particular on Beta-CoA and/or any Beta-CoA-website (which includes for the avoidance of doubt any associated forums, chat rooms and/or other messaging services) or any messages you send to other users of Beta-CoA Tokens (including as part of the Beta-CoA gameplay) in any way, whether facilitated or otherwise allowable.

Posts may not, without the prior written approval by ChromaWay:

- (i) represent any views or opinions other than your genuine opinion of the matter in question; nor
- (ii) contain any personal abuse, foul language, inappropriate subject matter, obscene, harassing, threatening, hateful, or discriminatory or defamatory remarks of any nature, as may be determined by ChromaWay at its sole discretion, or otherwise breach or infringe on any third-party rights (in particular, without limitation, third-party intellectual property rights) and/or applicable laws or court orders;
- (iii) advertise or promote any person or entity or their goods or services; or
- (iv) breach any of the representations below.

ChromaWay reserves the right, without notice, explanation, or liability, to:-

- i) restrict or remove your ability to make posts;
- ii) disallow the posting of any specific posts;
- iii) edit any specific posts; and/or
- iv) fully remove any posts from Beta-CoA, any Beta-CoA website or anywhere else where they appear or are stored.

SUPPORT, UPDATES, ALTERATIONS, DISCONTINUATION

ChromaWay may, but has no obligation to, offer and subsequently amend, alter, suspend or discontinue support services with regard to Beta-CoA and Beta-CoA on such terms as ChromaWay may determine within its sole discretion. At all times, ChromaWay retains the right to use and/or dispose of Beta-CoA and Beta-CoA, at ChromaWay's sole discretion, as ChromaWay deems appropriate, including without

limitation the right, without notice, to alter, modify, redesign, suspend or discontinue, at any time, any aspect or feature of Beta-CoA and/or Beta-CoA.

In particular, without limitation, ChromaWay has the right, but no obligation, to maintain, modify and/or update Beta-CoA and Beta-CoA within its sole discretion. ChromaWay may, but has no obligation to, provide technical support in respect of Beta-CoA and Beta-CoA. You acknowledge and agree that such maintenance, updates, alterations, modifications, redesigns, suspensions, or discontinuations may affect (also including by limiting or terminating) the functionality of Beta-CoA and Beta-CoA.

ChromaWay does not undertake to keep any of Beta-CoA Tokens, or CoA and Beta-CoA-websites updated. To the greatest extent permitted by law ChromaWay does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy or currency of information contained in any of the Beta-CoA Tokens, CoA or Beta-CoA-websites or in relation to any posts, including without limitation where such loss or damage is a result of or contributed to by the negligence of ChromaWay.

LOSS OF DATA

In the event that any information or data relating to you or your use of any of Beta-CoA Tokens, or CoA and Beta-CoA websites held by ChromaWay or any third-party on behalf of or in coordination with ChromaWay is lost, corrupted or otherwise no longer reasonably available or accessible as determined by ChromaWay in its sole discretion, you agree that to the greatest extent permissible at law ChromaWay will have no liability to you of any nature relating to any such information or data.

BREACH AND REMEDIES

You understand and agree that observance of your obligations hereunder is of significant importance to ChromaWay and that, if you breach these Terms, ChromaWay would incur serious losses and other detrimental consequences which might not easily be cured.

If you breach any provision of, or undertaking, under these Terms, ChromaWay shall have the right to seek specific performance in respect of your obligations under these Terms including but not limited to the right to request that you cease and/or desist from committing any breach of such obligations,

whether or not this forces you to abandon any commercial activity or not to pursue any opportunities at that time (cease and desist injunction).

ChromaWay has the right to seek interim legal protection to prevent detrimental consequences and effects that cannot easily be remedied or to ensure an effective enforcement of your obligations under this Agreement. In such event, you fully waive any right you may have under applicable laws to request the provision of securities by ChromaWay.

TERMINATION

ChromaWay may terminate this Agreement if, in ChromaWay's sole discretion, ChromaWay determines that there has been a breach of these Terms, a material breach of any other agreement between you and ChromaWay or a violation of law.

Upon termination, all licenses granted herein end immediately. You will cease using Beta-CoA Tokens and Beta-CoA and return to us any Beta-CoA Tokens you may have in your possession. Termination of these Terms will not relieve you of your obligation to pay any amounts you owe up to and including the date of termination.

GENERAL INFORMATION

THIRD-PARTY RIGHTS

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts /Rights of Third Parties to enforce any term of this agreement.

The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. You acknowledge and agree that ChromaWay's licensors are a third-party beneficiary of these Terms.

ENTIRE AGREEMENT; WAIVER; SEVERABILITY

These Terms, together with the Privacy Policy which is incorporated herein by reference, constitute the entire agreement between you and ChromaWay. The failure of ChromaWay to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

AMENDMENTS

ChromaWay reserves the right to amend these Terms from time to time upon placing any such amendments on the Beta-CoA Tokens, or CoA and Beta-CoA websites or by providing you direct notice of any such changes. Your continued use of any of the Beta-CoA Tokens, or CoA and Beta-CoA websites thereafter will be deemed as acceptance by you of any such changes to these Terms.

ASSIGNMENT

ChromaWay will at a later date, and is hereby permitted, to assign all of ChromaWay's rights and obligations under these Terms to a future affiliated entity in any jurisdiction. These Terms shall be binding upon and inure to the benefit of the permitted assignee of ChromaWay.

APPLICABLE LAW AND JURISDICTION

To the maximum extent allowed under applicable laws, these Terms are governed by the substantive laws of Sweden, to the exclusion of its rules of conflict of laws and to the exclusion of international treaties.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim, arbitration claim, or cause of action you may have arising out of or related to the use of any ChromaWay or Beta-CoA Tokens or the Beta-CoA platform must be filed within one (1) year after such claim or cause of action arose or be forever barred.

DATA

It is acknowledged and agreed that as an eligibility requirement for Beta-CoA that data will be collected upon feedback including gender, age, and geographic area. ChromaWay will process data in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules. The data required to be collected and processed would be of no use after evaluation and its retention will be limited to evaluation analysis. The players' individual identifiable data is of no relevance and only player nominated pseudonyms may be collected.

It is acknowledged and agreed as an eligibility requirement for Beta-CoA that ChromaWay will collect the user account and the wallet address data from the players, who hold a Plot, that is required for registration in Beta-CoA. This data will be processed in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules.

DISPUTES

Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the existence, breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration in accordance with the Swedish Arbitration Act. The seat of the arbitration shall be Stockholm. The language of the arbitration shall be in English.

All arbitral proceedings all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the

information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.