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You must keep secret all credentials associated with the Services. You are solely responsible for managing and maintaining the security of any information relating to such credentials and agree that FrogDog Games shall not be held responsible (and you shall not hold us responsible) for any unauthorized access to the Services or any resulting harm you may suffer.

You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Your access to one or more Services may be contingent upon satisfaction of our onboarding processes, which may include verification of your identity and additional information we may request from time to time. The information we request may include, without limitation, personally identifiable information such as network address, name, email, address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information or other information we may reasonably deem helpful in satisfying our risk management or legal obligations. In providing this information to us you represent that it is accurate and agree to update your information promptly, but in no event later than 14 days following any change in your information. Failure to provide information or update it promptly may result in Services or funds being unavailable to you.

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We may close, terminate, enable or disable any or all of the Services, or your access to the Services at any time and for any reason.

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[Practical and technical description of the products and services that FrogDog Games offers.]

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#### 6. USER CONTRIBUTIONS

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You understand and acknowledge that you are responsible for any data you submit to the Site or Services, and you, not FrogDog Games, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

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UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

FROGDOG GAMES SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) UNSUPPORTED SOFTWARE OR HARDWARE; (B) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER OR CRYPTOCURRENCY NETWORK, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING OR CYBERSECURITY BREACHES; (C) THE CHANGE IN VALUE OF ANY DIGITAL ASSET; (D) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (E) FORCE MAJEURE EVENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

## 8. INTELLECTUAL PROPERTY

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You accept and acknowledge that the material and content contained in or delivered by the Site or the Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Site or the Services as set forth in this agreement.

You further acknowledge that any other use of content from the Site or the Services is strictly

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## 9. INDEMNIFICATION

You agree to indemnify and hold harmless FrogDog Games, its affiliates, subsidiaries, directors, managers, members, officers, and employees from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials or User Account in connection with: (a) use of the Site or Services; (b) breach of these Terms of Use or any other policy; (c) feedback or submissions you provide; (d) false, incomplete, or misleading information relied upon by us to verify your identity and source of funds, where applicable; or (e) violation of any rights of any other person or entity; provided however, that you shall not indemnify FrogDog Games for claims or losses arising out of FrogDog Games's gross negligence or willful misconduct. This indemnity shall apply to your successors and assigns and shall survive any termination or cancellation of this agreement.

## 10. GOVERNING LAW, LEGAL DISPUTES, AND JURISDICTION

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Singapore. For litigation arising from this Agreement, the Parties submit to the exclusive jurisdiction of the arbitration in Singapore. Furthermore, if any arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM YOU MAY HAVE AGAINST US SHALL BE BROUGHT INDIVIDUALLY AND YOU SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION AGAINST US. YOU FURTHER AGREE TO EXPRESSLY WAIVE YOUR RIGHT TO A TRIAL BY JURY.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES OR SITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## 11. CONFIDENTIAL INFORMATION

**Definition.** Each party to these Terms (a “Receiving Party”) may have access to, or become acquainted with, certain non-public confidential information of the other party (a “Disclosing Party”) including without limitation all information clearly identified as confidential at the time of disclosure (“Confidential Information”). You and FrogDog Games further agree that, subject to the rights and licenses granted herein, each party's Confidential Information shall include all non-public information regarding the Disclosing party, including without limitation any customer, customer prospect, the terms, conditions and pricing set forth in any agreement and its Order Form(s), marketing, technical, business and/or strategic plans or information provided by the Disclosing Party to the Receiving party in the performance of the Services under the Agreement.

**Use and Disclosure.** Each party agrees as follows: (a) to use the Confidential Information of the Disclosing Party only for the purposes permitted by the Agreement, or as otherwise permitted by the Agreement; (b) to take all reasonable steps to ensure that the Disclosing Party’s Confidential Information is not disclosed or distributed by the Receiving Party’s employees or agents in violation of Agreement, but in no event will either party use less effort to protect the Confidential Information of the Disclosing Party than it uses to protect its own Confidential Information of like importance; (c) to restrict access to the Confidential Information disclosed by the Disclosing Party to such of the Receiving Party’s employees, agents and third parties, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the Agreement; and (d) to return or destroy all Confidential Information of the Disclosing Party’s written request, after termination of the Agreement. The Receiving Party will not be obligated under this confidentiality section with respect to information that: (a) is or has become readily publicly available through no act or omission of the Receiving Party or its employees or agents; (b) is received from a third party lawfully in possession of such information and the Receiving Party has no knowledge of any disclosure restrictions on such third party to disclose such information; (c) is disclosed to a third party by the Disclosing Party without restriction on disclosure; (d) was rightfully in the possession of the Receiving Party without restriction prior to its disclosure by the Disclosing Party; or (e) was independently developed by employees or consultants of the Receiving Party without reliance on, or reference to, such Confidential Information.

**Permitted Disclosures.** Notwithstanding the foregoing, Confidential Information may be disclosed as required by any governmental agency, provided that before disclosing such information the Disclosing Party must provide the Receiving Party with sufficient advance notice of the agency’s request for the information to enable the Receiving Party to exercise any rights it may have to challenge or limit the agency’s authority to receive such Confidential Information, to the extent permitted by applicable law.

## 12. MISCELLANEOUS

**Force Majeure.** If by reason in whole or in part of any Force Majeure Event, either you or FrogDog Games is delayed or prevented from complying with these Terms of Use, then such delay or non-compliance shall not be deemed to be a breach and no loss or damage shall be claimed by you or FrogDog Games by reason thereof. “Force Majeure Event” means any event beyond the party’s reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, failure in bank performance, or equipment or software malfunction including network splits or “forks” or unexpected changes in a computer network upon which the Services rely.

Taxes. It is your responsibility to determine what, if any, taxes apply due to your use of the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. FrogDog Games is not responsible for determining and will not advise whether taxes apply to your use of the Services.

Severability and Reformation. In the event that any provision of these Terms of Use is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of these Terms of Use is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable.

Waiver. No waiver by FrogDog Games of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of FrogDog Games to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Assignment. These Terms of Use shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations without prior written consent of FrogDog Games, which may be withheld in FrogDog Games's sole discretion. We may assign rights or delegate duties under these Terms of Use in our sole discretion.

Relationship of the Parties. Nothing in this agreement is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship. You and FrogDog Games are independent contractors for purposes of this agreement.

Contact Information. You may contact us via [info@battleofgods.io](mailto:info@battleofgods.io)

### 13. LAW ENFORCEMENT INQUIRIES AND SERVICE OF SUBPOENAS

FrogDog Games will comply with any duly issued subpoena served on us through the proper legal channels. We do not consent to service of a subpoena by any other method.

We will consider whether to respond to all other law enforcement inquiries on a case-by-case basis, and any such response is voluntary and made in our sole discretion. Kindly send any such request to [info@battleofgods.io](mailto:info@battleofgods.io). By sending an inquiry to [info@battleofgods.io](mailto:info@battleofgods.io), you expressly consent and agree that any and all such communications become the sole property of FrogDog Games and that FrogDog Games shall have the right, in its sole discretion, to publish or disseminate any such communications, regardless of the content of the communications.

If you are requesting information from FrogDog Games that is likely to prevent death or serious bodily harm, you may contact us on an expedited basis. Together with the appropriate documents listed above, send an email to [info@battleofgods.io](mailto:info@battleofgods.io) with "IMMINENT RISK" in the subject line. In the body of the email, include a brief attestation describing the imminent risk, and FrogDog Games will endeavor to respond on an expedited basis. We expressly reserve all rights in considering whether or not to respond, which is on a voluntary basis and at our sole discretion, except in instances where we have been served a duly issued subpoena that has been issued through the proper legal channels.

The information and data supplied in response to requests will be collected and provided to the fullest and most accurate possible extent. However, nothing in such information and data can be ensured to contain no errors, mistakes, misrepresentations or failures etc. Such errors, mistakes, misrepresentations or failures etc. can be the result of human agency, program or process imperfections. THEREFORE, NEITHER FROGDOG GAMES NOR ANY OF OUR

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Nothing in this section shall be deemed or construed as non-willingness to provide the requested information and data.