

TERMS OF SERVICE

March 16, 2024

Welcome to the Terms of Service (these “**Terms**”) for the websites: www.herolight.xyz, www.herolightgamerewards.com, www.herolight.gg, (the “**Herolight Websites**”); the Bots on www.Discord.com and other websites: Herolight.Cards, Herolight.Rewards, Herolight.games (the “**Herolight Bots**”); the Herolight Game (the “**Game**”), and all other applications, content, smart contracts, tools, features, and functionality offered on or through our Herolight Websites, Herolight Bots and the Game (collectively with the Herolight Website, Herolight Bots and the Game, the “**Services**”), in each case operated by or on behalf of FYD, Inc. (d/b/a Herolight) (“**Company**,” “**we**,” or “**us**”).

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights and obligations. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that you (a) are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) agree to these Terms on the entity’s behalf.

Section [9]] contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us related to the Services through binding individual arbitration (unless expressly provided otherwise in Section [9]), which means that you waive any right to have those disputes decided by a judge or jury, and (b) to waive your right to participate in class actions, class arbitrations, or representative actions in connection with your use of the Services. You have the right to opt-out of arbitration as explained in Section [9].

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1. SERVICES; ACCOUNTS

1.1 Description of the Services. The Services offer a unique rewards platform via the Herolight Websites, Herolight Bots, Game and other related experiences involving the combination of traditional core game and reward mechanics (the “**Herolight Platform**”). The Herolight Platform is driven by rewarding players of video and mobile gameplay by issuance of digital rewards including digital cards, digital coupons, digital puzzle pieces, photos, and virtual currency. Virtual currency (“**Shimmer**”) and/or digital cards/coupons/digital puzzle pieces/photos (“**Loot**”) is earned by you and other players for playing the Game and achieving various milestones. Further details on the Herolight Platform, including the uses of Shimmer and Loot, will be set forth in the pending Herolight whitepaper, which will be available at our websites, which we may update from time to time.

1.2 Marketplace. We provide a Herolight Rewards marketplace (the “**Marketplace**”) for you to buy, trade, and redeem Shimmer and Loot (collectively, “**Offerings**”). We may charge a transaction fee plus any applicable taxes on all sales that occur via the Marketplace. We may offer ways to receive a discount on such transaction fees, such as by holding certain Services-related tokens and assets. The scope of, and pre-requisitions for receiving any, such discount offers are subject to change by us in our sole discretion at any time. With respect to Loot not sold directly by us, we are not a party to any agreement entered into between an end user buyer and a seller outside of the Marketplace. Other than with respect to items sold directly by us, we have no control over the conduct of buyers, sellers, and any other users outside of the Marketplace. We accept no liability for any aspect of the buyer and seller peer-to-peer interactions outside of the Marketplace. To complete certain transactions with the Company, you agree to provide to the Company any requested information, including but not limited to, name, address and social security number. If this information is not supplied, the Company will not be responsible nor be required to complete the transaction.

1.3 Loot. Subject to the Company’s future announcements, prior to participating in the Herolight Platform, you may or may not be required to purchase a non-fungible token (“**NFT**”) for some of the Loot. Your ownership of Loot may be tracked via the Immutable X blockchain. Your ownership of Loot will give you certain rights and privileges within the Services, for as long as we make the Services and such rights and privileges within the Services available to you. You are solely responsible for (a) all payments, fees, and costs when engaging in any transactions involving NFTs and Loot, including, without limitation, the purchase price, transaction fees, fees associated with your secondary or subsequent sale of Loot, and all other fees associated with your use or other exploitation of the Loot and (b) your compliance with any associated smart contract with respect to the sale or purchase of any NFT (each a “**Smart Contract**”).

1.4 Shimmer. Shimmer may be offered by the Company and earned based on achieving certain game-play thresholds, established at the sole discretion of the Company. The Shimmer may contain unique benefits for participation in the Game and may be redeemed in the Marketplace, subject to the Marketplace rules in section 1.2.

1.5 Digital Coupons/Promotional Codes. We may in our sole discretion offer certain promotional codes, referral codes, discount codes, coupon codes, or similar offers

(“**Promotional Codes**”) that may be redeemed for merchandise, game passes, gift cards, discounts on future Offerings, or other features or benefits related to the Services, subject to any additional terms that the Company establishes. You agree that Promotional Codes: (a) must be used in a lawful manner; (b) must be used for the intended audience and purpose; (c) may not be duplicated, sold, or transferred in any manner, or made available by you to the general public (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by the Company; (d) may be disabled or have additional conditions applied to them by the Company at any time for any reason without liability to the Company; (e) may only be used pursuant to the specific terms that the Company establishes for such Promotional Code; (f) are not valid for cash or other credits or points; and (g) may expire prior to your use.

1.6 Changes and Pricing. We may, at any time, revise or change the pricing, availability, specifications, content, descriptions, or features of any Offerings, and to correct pricing errors that may inadvertently occur (and to cancel any orders in our sole discretion that were purchased with pricing errors). All such changes shall be effective immediately upon posting of such new Offerings prices to the Services. While we attempt to be as accurate as we can in our descriptions for the Offerings, we do not warrant that Offerings descriptions are accurate, complete, reliable, current, or error-free. The inclusion of any Offerings for purchase through the Services at a particular time does not imply or warrant that the Offerings will be available at any other time or will be compatible with any third-party products or services. We reserve the right to change prices for Offerings displayed on the Services at any time.

1.7 Purchases Made for Consumptive Use. You acknowledge and affirm that you are acquiring Offerings, whether through the Marketplace or otherwise through the Services, for purposes of use in connection with the Services and, in the case of the Loot and other NFTs, to play the Game or for other collectible purposes, and in each case not for any investment or speculative purposes. Any economic benefit that may be derived from appreciation in the value of an Offering, Loot, or other NFT is incidental to obtaining it for its use in connection with the Services or its collectible purpose.

1.8 ALL SALES FINAL. ALL PURCHASES MADE THROUGH THE SERVICES ARE FINAL AND NON-REFUNDABLE, EXCEPT AS REQUIRED BY APPLICABLE LAW OR REGULATION (AND IN SUCH INSTANCES, THE COMPANY’S ABILITY TO ISSUE ANY SUCH REFUND MAY BE LIMITED TO WHETHER THE APPLICABLE SMART CONTRACT ENABLES THE COMPANY TO REASONABLY REVERSE OR CANCEL A TRANSACTION). NEVERTHELESS, YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT IN MOST CASES HAVE THE ABILITY TO REVERSE OR CANCEL A TRANSACTION AND IS NOT REQUIRED OR OBLIGATED TO PROVIDE A REFUND OF ANY PURCHASE FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR TIME, ITEMS, AMOUNTS, OR VALUES IN A GAME ACCOUNT, EVEN IF AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

2. LOCATION OF OUR PRIVACY POLICY AND OTHER TERMS

2.1 Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at the Herolight Websites including <https://www.herolight.xyz>.

2.2 Other Terms. In connection with your use of the Services, you also agree to abide by the following other Services-related policies: our Discord Rules and our Community Guidelines (as presented to you if you join our Discord server or any Discord server that has downloaded and utilize the Herolight Bots).

3. ELIGIBILITY; RIGHTS WE GRANT YOU; USAGE LIMITATIONS

3.1 Eligibility. You must be 13 years of age or older to use the Services. Additional aspects of the Services may have further age restrictions that will be presented to you in connection with those Services. Minors under the age of majority in their jurisdiction but that are at least 13 years of age are only permitted to use the Services if the minor's parent or guardian or other holder of parental authority accepts these Terms on the minor's behalf prior to use of the Services. Children under the age of 13 are not permitted to use the Services. You cannot use the Services if (1) the Office of Foreign Assets Control of the United States Treasury Department lists you as a specially designated national and/or blocked person; (2) the Bureau of Industry and Security of the United States Department of Commerce lists you on its denied persons list or lists of parties of concern; or (3) you're on any similar list promulgated by an official agency or department of the United States government. Further, if you use the Services, you may not transfer or provide to us any currency, digital assets, or other items that have been derived from any illegal or unlawful activity. By using the Services, you represent and warrant that you meet these all requirements.

3.2 User Account. You are required to create a User Account ("**Account**") tied to your gaming accounts on platforms such as, but not limited to PlayStation, Xbox, Steam and mobile gaming devices, and delegate authorization and permission to the Company to track and utilize your gaming information to facilitate the Services and Offerings of the Herolight Platform. In addition, your gaming information may be used by the Company for targeted offers, business analysis, advertising and data sales, game design, and enhancing the Herolight Platform. We may create a unique identifier for you with respect to your use of the Services, to facilitate delivery of certain portions of the Services (to the extent applicable to your "**Account**"). We will provide you with instructions on how to do so, and once created, how to access, edit, and update your Account. In your creation, editing, or updating of any such Account, you agree to provide us with accurate, complete, and updated information. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you or any third party in connection with your Account.

3.3 License Grant.

(a) Herolight Bots/Software. Subject to your compliance with these Terms, the Company hereby grants to you, a personal, worldwide, royalty-free, non-assignable, non-

sublicensable, non-transferrable, and non-exclusive license to access and use the Herolight Bots/software in object code form only provided to you as part of the Services (and, to the extent we offer you any software for download as part of the Services, to download, install, and execute a single copy of such software onto the equipment or device specified by us). This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms, and subject to the use restrictions described below. Your access to and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation the malfunction of equipment, periodic updating, maintenance, or repair of the Services or other actions that Company, in its sole discretion, may elect to take. We are not responsible for providing you with any updates to or support for software that enables the Services.

(b) Herolight Mark. We understand that part of what makes our community so great is users' interest in developing tools and services that are helpful for other users of our Services, such as guild directories or Game-related guides ("**User Contributions**"). This section sets out your permissions to use the Herolight name and logo ("**Herolight Mark**") in connection with such User Contributions, to reproduce and display Herolight audiovisual assets, artwork, images for Loot, Offerings, and other Services-related content and content derived from the Services ("**Content**") as part of your User Contributions. Subject to your compliance with these Terms, if you have developed a User Service that provides value to users of the Herolight Platform (as determined in our sole discretion), the Company hereby grants to you a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to use or reproduce the Herolight Mark but solely as needed to identify that your User Service is related to the Herolight Platform and provided that in all cases, such uses: (i) are strictly for non-commercial and not-for-profit purposes; (ii) include a prominent disclaimer that your User Service is not affiliated with, or endorsed by, the Company in any way and otherwise ensure that you do not use the Herolight Mark or Content in a manner that is likely to cause confusion, deception, or mistake about the source or origin of the User Service; and (iii) comply with any Herolight Mark or Content quality control guidelines that we may implement from time to time in our sole discretion. You must obtain our express written consent before using the Herolight Mark for any other use. We may at any time and in our sole discretion revoke the license granted in this Section 3.3(b) and require that you discontinue any use or reproduction of any of our Herolight Marks, Content, copyrights, trademarks, service marks, trade names, slogans, logos, images, or other proprietary notations, and you agree to immediately comply with such requirement.

(c) Content. When you purchase or are awarded Loot, you do not own any intellectual property rights in the related Content associated with such Loot, except for the limited license grants expressly set forth herein. If you purchase or otherwise lawfully acquire Loot, then subject to your compliance with these Terms, the Company hereby grants you a worldwide, non-exclusive, royalty-free license to use, copy, distribute and display the Content that is specifically associated with such purchased Loot, and solely for the following purposes: (a) for your own non-commercial and not-for-profit use within or related to the Services and not otherwise in conflict with these Terms or any other Services-related policies; (b) for your own commercial or for-profit use, in accordance with Section 3.3(d) below; (c) as part of the Marketplace and any other marketplace that permits the purchase and sale of your Loot, provided that the marketplace cryptographically verifies that only the actual owner can display the Content

in connection with their sale of their Loot; or (d) as part of a third-party website or application that permits the display, inclusion, involvement, or participation of your Loot, provided that the website/application cryptographically verifies ownership of your Loot to ensure that only the actual owner can display the Content, and provided that the Content is no longer visible once the owner of the Loot leaves the website/application. This license only lasts as long as you are the valid owner and holder of the Loot associated with the licensed Content. If you sell or transfer the Loot to another person, this license will transfer to such other owner or holder of the Loot, and you will no longer have the benefits of such license.

(d) License Restrictions. You agree not to use, sell, exploit or enable Loot, Content or Herolight Mark in a manner that reasonably would be expected to tarnish or impair the reputation of the Company, the Services, the Offerings, or the Game or the value of the Company, the Services, the Offerings, or the Game, including the use of any of the foregoing in businesses, activities or industries involving firearms, the promotion of violence, extremism, hate speech, unlawful or unethical activities, military equipment, tobacco, adult entertainment, gambling, cannabis, dating applications or political activities. You acknowledge and agree that use of the Loot, Content or Herolight Mark in violation of this Section 3.3(d) likely would cause irreparable harm and significant injury to the Company, the Services, the Offerings and the Game in an amount that may be difficult to ascertain and for which a remedy at law would be inadequate. Accordingly, you agree that, in addition to any rights and remedies we may have, we will have the right to obtain injunctive relief in any court of competent jurisdiction to enforce your obligations under this Section 3.3(d). All rights in the Loot, Content or Herolight Mark (and all goodwill associated therewith) not expressly granted are hereby reserved by the Company and its licensors.

3.4 Restrictions On Your Use of the Services. You may not do, or assist others in doing, any of the following, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

(a) download, modify, copy, distribute, transmit, translate, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any Content or other materials or information contained on, or obtained from or through, the Services, provided, however, that such activities are permitted strictly for non-commercial and not-for-profit uses;

(b) duplicate, decompile, reverse engineer, disassemble, decode or derive source code from the Services (including any underlying idea or algorithm), or attempt to do any of the same, except if we have permitted you to do so (such as under an open source license we have granted);

(c) use, reproduce, or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed by Company on or through the Services, including to promote, advertise, market, or sell any third-party product or service or merchandise, or for any other purpose not expressly authorized by Section 3.3(b) above;

(d) use, offer, promote, advertise, make available, and/or distribute the following or assist therein:

- (i) cheats (e.g., methods, not expressly authorized by the Company to influence and/or facilitate the gameplay in an unfair manner, including exploits of any in-Game bugs, and thereby granting you and/or any other user an advantage over other players not using such methods),
 - (ii) automation software (bots) (i.e., any code and/or software, not expressly authorized by the Company, that allows the automated control of a Game or any other feature of the Services, e.g., the automated control of a character in a Game),
 - (iii) hacks (i.e., accessing or modifying the software of the Services in any manner not expressly authorized by the Company),
 - (iv) modifications (mods) not expressly authorized by the Company, or
 - (v) any other code and/or software, not expressly authorized by the Company, including third-party software, that can be used in connection with the Services and/or any component or feature thereof which changes and/or facilitates the gameplay or other functionality;
- (e) engage in any manipulative activity that violates the integrity of the prices of assets on the Marketplace, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;
- (f) access or use the Services in any manner that could disable, overburden, damage, disrupt, or impair the Services or interfere with any other party's access to or use of the Services or use any device, software, or routine that causes the same;
- (g) attempt to gain unauthorized access to, interfere with, damage, or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (h) circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of the Services;
- (i) use any unauthorized robot, spider, crawlers, or other automatic device, process, software, or queries that intercepts, "mines," scrapes, or otherwise accesses the Services to monitor, extract, copy, or collect information or data from or through the Services, or engage in any manual process to do the same, provided, however, that the Company may, at its sole and absolute discretion, allow the use of certain third-party user interfaces;
- (j) exploit a design flaw, undocumented problem, or program bug in the Services, including but not limited to creating, using, or transacting with any in-Game item created or copied by such exploit;
- (k) facilitate, create, or maintain any unauthorized connection to the Services including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Services; and (ii) any connection using third-party programs or tools not expressly authorized by the Company;

- (l) allow another party/person/entity access to your account information or game session or otherwise share your account;
- (m) attempt to sell, sublicense, rent, lease, grant a security interest in, or otherwise transfer any copy of the Services any component thereof, or your rights to the Services to any other party in any way not expressly authorized herein;
- (n) introduce any viruses, trojan horses, worms, logic bombs, or other materials that are malicious or technologically harmful into our systems;
- (o) use the Services for illegal, harassing, unethical, or disruptive purposes, including engaging in any conduct intended to disrupt or diminish the game experience for other players or disrupt operation of the Company's Services in any way, including:
 - (i) disrupting or assisting in the disruption of any computer used to support the Services or any Game environment, or
 - (ii) harassment, "griefing," abusive behavior or chat, conduct intended to unreasonably undermine or disrupt the Game experiences of others;
- (p) use the Services in such a way as to infringe the privacy, intellectual property rights, or other rights of the Company or any third parties;
- (q) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (r) access or use the Services in any way not expressly permitted by these Terms.

3.5 Use of the Services. You are responsible for providing the computer, mobile device, wireless service plan, software, Internet connections, and/or other equipment or services that you need to download, install, and use any aspect of the Services. We do not guarantee that any aspect of the Services, including the Offerings, can be accessed and used on any particular device or with any particular service plan. We do not guarantee that any aspect of the Services is or will be available in, or that orders for Offerings can be placed from, any particular geographic location.

3.6 Monitoring.

(a) WHILE RUNNING, THE SERVICES (INCLUDING THE GAME) AND COMPANY MAY MONITOR YOUR COMPUTER OR MOBILE DEVICE'S MEMORY FOR UNAUTHORIZED THIRD-PARTY PROGRAMS RUNNING EITHER CONCURRENTLY WITH A GAME OR OUT OF PROCESS AN **"UNAUTHORIZED THIRD-PARTY PROGRAM"** AS USED HEREIN SHALL BE DEFINED AS ANY THIRD-PARTY SOFTWARE PROHIBITED BY THE **"RESTRICTIONS ON YOUR USE OF THE SERVICES"** SECTION ABOVE. IN THE EVENT THAT THE SERVICES DETECT AN UNAUTHORIZED THIRD-PARTY PROGRAM (a) THE SERVICES MAY COMMUNICATE INFORMATION BACK TO THE COMPANY, INCLUDING WITHOUT LIMITATION

YOUR ACCOUNT NAME, WALLET ADDRESS, DETAILS ABOUT THE UNAUTHORIZED THIRD-PARTY PROGRAM DETECTED, AND THE TIME AND DATE; AND/OR (b) THE COMPANY MAY EXERCISE ANY OR ALL OF ITS RIGHTS UNDER THESE TERMS, WITH OR WITHOUT PRIOR NOTICE TO YOU.

(b) Additionally, the Services may include a tool that will allow your computer system to forward information to the Company in the event of a crash of any aspect of the Services, including system and driver data, and by agreeing hereto you consent to the Company receiving and/or using this data.

(c) If the Services detect the use of an Unauthorized Third-Party Program, your access to the Services may be terminated with or without additional notice to you.

3.7 Third-Party Terms. From time to time, the Services and the Game may be made available to you on third-party platforms or devices, including but not limited to PlayStation, Xbox and Steam. You understand that by accessing the Game and the Services through a third-party platform or device, you may be subject to such party's separate terms of use or other contractual terms and conditions. These Terms do not in any way modify any third-party terms which you may be subject to and we are not liable for your actions or inactions under any such terms.

4. OWNERSHIP AND CONTENT

4.1 Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, user interface, design, images, logos, icons, software), Content (including Game audiovisual assets and artwork), data, information, and other materials, are protected under copyright, trademark, and other intellectual property laws. You agree that the Company and/or its licensors own all right, title, and interest in and to the Services including any and all intellectual property rights therein) and you agree not to take any action interests. We and our licensors reserve all rights in connection with the content (other than Your Content, defined below), including, without limitation, the exclusive right to create derivative works.

4.2 Ownership of Trademarks. The Company's name, Herolight, the Company's stylized logo, and all related names, logos, product and service names, designs, and slogans are trademarks (and associated goodwill) owned by the Company or its affiliates or licensors. Other names, logos, product and service names, designs, and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

4.3 Ownership of Feedback. We welcome feedback, bug reports, comments, and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all

right, title, and interest (including, but not limited to, any intellectual property right) that you may have in and to any and all Feedback.

4.4 Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services or for use in connection with or as part of User Contributions (“**Your Content**”), such as user profiles, comments, user avatars, guild names, sound files, images, music files, game assets, and other user generated content. In order to operate the Services, we must obtain from you certain license rights in Your Content so that actions we take in operating the Services are not considered legal violations. Accordingly, by using the Services and uploading Your Content, you hereby grant us a worldwide, perpetual, irrevocable, transferrable, sublicensable, royalty-free, fully-paid up license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify Your Content to be able to operate, provide and improve the Services. As part of the foregoing license grant you agree that the other users of the Services shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify, or include a copy of Your Content as part of their own use of the Services. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4.5 Notice of Infringement - DMCA Policy.

If you believe that any text, graphics, photos, audio, videos, or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 U.S.C. § 512(c) of the Digital Millennium Copyright Act (the “**DMCA**”), by providing the following information in writing:

- (a) identification of the copyrighted work that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Services;
- (c) information for our copyright agent to contact you, such as an address, telephone number, and e-mail address;
- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized the copyright owners, its agent, or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, the copyright owner or the authorized person to act on behalf of the copyright owner; and
- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent: via our Herolight Discord channel or by e-mail to info@reddragon.one. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others when using the Services.

5. THIRD-PARTY SERVICES AND MATERIALS

5.1 Use of Third-Party Materials in the Services. Certain Services may display, include, or make available content, data, information, applications, or materials from third parties (“**Third-Party Materials**”) or provide links to certain third-party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials, or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you.

6. UPDATES AND PATCHES

6.1 The Company (or a third party on the Company’s behalf) may deploy or provide patches, updates, and modifications to the Services that must be installed for you to continue to use the Services. The Company may update the Services remotely, including, without limitation, any aspect of the Services residing on your computer or game machine, without your knowledge or consent, and you hereby grant to the Company your consent to deploy and apply such patches, updates, and modifications as the Company, in its sole discretion, deems necessary or advisable. You also agree that the Company may change, modify, suspend, “net” “buff,” discontinue, or restrict your access to any features or parts (including but not limited to Heroes, ships, structures, resources, regions, factions, or lore) of the Services at any time without notice or liability to you.

7. TERMINATION

7.1 You acknowledge and agree that the Company, in its sole and absolute discretion, may (i) stop providing support for or access to the Services at any time, for any reason or no reason, and (ii) terminate your right to use the Services and terminate these Terms immediately at any time without notice or liability to you.

7.2 In the event of termination of these Terms or your rights or license granted hereunder, you must (i) cease to use the Services; (ii) immediately and permanently remove from all of your devices all aspects of the Services in your possession and control. Upon termination of these Terms for any reason, all licenses granted herein immediately shall terminate.

8. DISCLAIMERS; LIMITATIONS OF LIABILITY; INDEMNIFICATION

8.1 DISCLAIMERS. YOUR ACCESS TO AND USE OF THE SERVICES AND OFFERINGS ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES AND OFFERINGS ARE PROVIDED TO YOU ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM

EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (THE “**COMPANY ENTITIES**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY, OR RELIABILITY OF THE SERVICES OR OFFERINGS; (B) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR OFFERINGS; (C) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM OR DEVICE; (D) WHETHER THE SERVICES OR OFFERINGS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS; AND (E) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT, CONTENT, YOUR CONTENT, DATA, THIRD-PARTY MATERIALS AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES OR AVAILABLE AS PART OF THE OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY ENTITIES OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. FOR CLARITY, WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO THE FUNCTIONALITY OF THE ETHEREUM BLOCKCHAIN AND/OR THE EXECUTION OF SMART CONTRACTS AND/OR TRANSACTIONS THEREIN.

8.2 LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES, OFFERINGS OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THOSE JURISDICTIONS. THE COMPANY ENTITIES’ TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR OFFERINGS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM, OR (II) \$100 USD]. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify, and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms, third-party terms relating to your use of the Services or Offerings, Smart Contracts or any applicable law or regulation; (b) your violation of any rights, including intellectual property rights, of any third party; (c) your access to or use of the Services; (d) Your Content, User Contributions and Feedback or (e) your negligence or willful misconduct.

8.4 Assumption of Risks. You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology. These include, but are not limited to, risk of losing access to data, NFTs due to loss of a PIN, wallet keys, two-factor authentication devices, or log-in information, user error when transferring NFTs, custodial error or purchaser error, Smart Contract error, risk of blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks. You acknowledge that you have obtained sufficient information to make an informed decision to purchase Loot, including carefully reviewing the code of the smart content and fully understand and accept the functions of the same. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services, and therefore the potential utility or value of your Loot. Upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain networks, may have unintended, adverse effects on all blockchains, including any that are related to your Loot.

8.5 Taxes. You are solely responsible to pay any and all sales, use, value-added, and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of the Services. Except for income taxes levied on us, you: (a) will be solely responsible for reporting any tax obligations when, if ever, such obligations arise as a result of your use of the Services or in relation to an Offering; (b) will pay or reimburse Company for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value added taxes and other taxes as may be required, and amounts levied in lieu thereof based on charges set, services performed, or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local, or any other taxing jurisdiction; and (c) will not be entitled to deduct the amount of any such taxes, duties, or assessments from payments (including transaction fees) made to us pursuant to these Terms. Neither these Terms nor any other communication from the Company constitutes tax advice, and users are solely responsible for determining what, if any, taxes apply to their interaction with Offerings and the Services.

8.6 Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in operating the Services, when and to the extent such failure or delay is caused by or results from any events beyond the Company's ability to control, including acts of God, flood, fire, earthquake, epidemics, pandemics, quarantine

restrictions, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown, shortage of adequate power or electricity, and other similar events beyond our control.

9. GOVERNING LAW; ARBITRATION; CLASS ACTION WAIVER

9.1 Governing Law. These Terms are governed by the laws of the California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth herein, or if arbitration does not apply, then the state and federal courts located in Los Angeles County, California. You and the Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

9.2 Informal Process First. You agree that in the event of any dispute between you and the Company Entities, you will first contact the Company and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action or arbitration.

9.3 Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”), whether based in contract, tort, statute, fraud, or any other legal theory, relating in any way to your use of the Company’s services and/or products, including the Services, will be resolved by arbitration, including the resolution of threshold questions as to the arbitrability of the Claim. **YOU AND THE COMPANY AGREE THAT “Claim” AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION FOR INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION, DILUTION, OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “Rules”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Any arbitration under these Terms will take place on an individual basis in accordance with the Rules. Class arbitrations and class actions are not permitted. YOU UNDERSTAND BY AGREEING TO THESE TERMS, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.** You and Company further agree.(i) to arbitrate all Claims between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; and (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section. The arbitrator’s decision(s) shall be made pursuant to the Rules and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms as permitted by the governing California law and subject to the terms and limitations in these Terms. The award rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing agreement to arbitration:

(a) Injunctive Relief. The Company will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending initiation of arbitration or any final decision by the arbitrator.

(b) Small Claims. Any Claim which is eligible for resolution in the small claims court (or its equivalent) of the jurisdiction in which the party bringing the claim is domiciled may be brought in such small claims court or its equivalent **on an individual, non-representative, and non-class basis**. If a party initiating such a Claim is domiciled outside of the United States or in a jurisdiction which does not have small claims courts or their equivalent, any claim for less than \$5000 USD may be brought in a court of competent jurisdiction in the jurisdiction in which the party initiating the Claim is domiciled.

9.4 Confidentiality. You and Company agree that any Claim that has been submitted to arbitration, and all related proceedings, including any settlement agreement, shall be kept confidential. In the event you or the Company file the arbitration award with any court of competent jurisdiction in order to have that award confirmed in a court order or judgment, or any other proceeding under the Federal Arbitration Act, then each party shall take measures to the extent permitted by applicable law to redact or file under seal any highly sensitive business or personal information that appear in the award and any other supporting documents filed in such a proceeding.

9.5 Conduct of the Arbitration. Any arbitration will be conducted by a single, neutral arbitrator appointed in accordance with the Rules, except that, if the amount in dispute exceeds \$10 million USD, the arbitration shall be conducted by a panel of three neutral arbitrators appointed in accordance with the Rules. The arbitration shall have its seat in California. The arbitrator will conduct hearings, if any, by videoconference (which you may join telephonically if you are unable to reasonably access or utilize videoconference technology), rather than by personal appearances, during ordinary business hours in the time zone in which the party initiating the arbitration resides. The arbitrator may direct that the hearing be held in person upon the request of any party if the arbitrator concludes that doing so would be appropriate under the circumstances. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the arbitrator. For the avoidance of doubt, the arbitration shall be deemed to take place in California, and any resulting award(s) will be rendered in California, regardless of the location or method of any hearings.

9.6 Opt-Out. **You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision per the instructions in the “How to Contact Us” section of these Terms. The notice must be sent to the Company within thirty (30) days of your registering to use the Services or agreeing to these Terms, whichever is earlier, otherwise you shall be bound to arbitrate disputes in accordance with these Terms. If you opt-out of these arbitration provisions, the Company also will not be bound by them.**

10. ADDITIONAL PROVISIONS

10.1 Updating These Terms. We may modify these Terms from time to time in which case we will update the “**Last Revised On**” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

10.2 Termination of License and Your Account. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name or wallet address. In the event of Account deletion for any reason, the Company may, but is not obligated to, delete any of Your Content. The Company shall not be responsible for the deletion of or failure to delete Your Content. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company’s other rights or remedies at law or in equity.

10.3 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

10.4 California Residents. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints in writing to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

10.5 Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. You warrant and represent that you’re not located in, under the control of, or a national or resident of any embargoed country. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

10.6 General. These Terms, together with all other agreements, policies, guidelines and terms incorporated by reference herein, are the entire agreement between us with respect to the subject matter of these Terms and will not be amended except as provided in Section 10.1 or in a written agreement signed by both of us. In the event of any conflict between these Terms and any Smart Contract, these Terms shall take precedence. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws.

10.7 How to Contact Us. You may contact us regarding the Services or these Terms via our Herolight Discord channel, or by e-mail at info@reddragon.one.