

GENERAL TERMS OF USE

("Agreement")

OF 20th DECEMBER 2023

PLEASE READ THIS AGREEMENT BEFORE USING THE WEBSITE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED THEREIN, YOU AND COMPANY AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED AMICABLY, INCLUDING THROUGH NEGOTIATION, AND YOU AND COMPANY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT. IF THE CLASS ACTION WAIVER REFERRED TO ABOVE IS FOUND TO BE UNENFORCEABLE, THAT PROVISION WILL BE DEEMED INVALID AND REMOVED FROM THE AGREEMENT, AND THE REMAINING OBLIGATIONS WILL CONTINUE IN FULL FORCE AND EFFECT.

1. Introduction

This Agreement sets out the terms and conditions on which BlockchainGames MTÜ duly registered and acting under the laws of Estonia, with registered number 80627013 and registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Parda tn 3 // 5 // 7, 10151 (referred to as "Foundation") will provide service to you through the website [Home | GameSwift \(gswift.community\)](#) (hereinafter the "Website").

In this Agreement, references to we/our/us are to the Foundation. Any references to User/Users/you/your are references to you as a User of the Foundation and User of our service and Website.

By signing up to use any service through the Website or any of our associated websites, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement. You have familiarized yourself with our privacy policy available here: <https://cdn.gameswift.io/gameswift/shared/pp-gswift.pdf> (hereinafter the "Privacy Policy"). This Agreement will govern the use of the service provided by the Foundation. By using it, you agree to be bound by the terms and conditions set out on this Agreement. This Agreement will come into effect when you confirm that you agree to it.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE OR THE WEBSITE.

Use of this Website or blockchain technologies, specifically virtual (crypto) currencies, tokens, wallets (collectively "Digital Assets") may be illegal in some jurisdictions. It is your responsibility to know the regulatory requirements concerning transactions with Digital Assets in your jurisdiction before using the Website.

This Agreement is not a solicitation for investment and does not represent in any way an offering of securities in any jurisdiction.

2. Technical requirements

The technical requirements for the use of the Website are as follows:

- a) an Internet-connected device with the latest operating system, Internet access and a current standard web browser,
- b) cookies and JavaScript enabled in the web browser,
- c) access to the appropriate decentralised wallet software, including MetaMask, Rainbow, Coinbase Wallet, WalletConnect,
- d) a screen resolution when displaying the Website is at least 1280x720 pixels.

3. Eligibility

To be eligible to use any of the service on the Website, you must:

- a) be at least 18 years old, or of the legal age in accordance with the applicable law of the User's residence,
- b) have the full legal capacity to enter into legally binding contracts,
- c) reside in a country in which the relevant services are available, or you must be at least 13 years old and you perform the transactions by means granted by your legal representative for use on the Website or for free use (Demo).

The User is obliged not to take any actions that would affect the proper functioning of the Website. In particular, it is forbidden to interfere in any way with the Content placed on the Website and to provide unlawful content while using the Website.

NOTICE TO LEGAL REPRESENTATIVES: By granting your minor permission to access the Website, you agree to this Agreement on behalf of your minor. You are responsible for exercising supervision over your minor's online activities. If you do not agree to this Agreement, do not let your minor use the Website.

4. Access to the Website Service

The contract between the User and the Foundation on the use of the Website and its service is concluded when the User accesses the Website.

By concluding the contract, the User, acting on its behalf, i.) represents that is authorized and lawfully able to enter into the contract, ii.) confirms that is aware and complies with the Agreement and Privacy Policy and iii.) agrees to be bound by the Agreement and Privacy Policy. Continued use of the Website and Service is considered as declaration of will to be bound by the Agreement and acknowledgment of the Privacy Policy.

The User is authorized to use the Website and/or the Access to the Website Service exclusively for its own use.

The Access to the Website is a service which enables the User to access any software, applications, databases, graphic design, images, logos, texts, screenshots, videos, tools, audio recordings, printouts, solutions, articles, opinions, analysis or any other data or materials made available by the Foundation on the Website or when using the Service (hereinafter "**Content**") available on the Website, including the Content describing the Service contained on the Website.

The Content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), other intellectual property. The Foundation does not assign any copyrights or provide any licenses to use the Content available on the Website or service outside of the license set in the Chapter 5. Therefore, any use of the Website's Content, outside of the scope of the license, may constitute a breach of the Foundation's intellectual property rights.

All information provided on the Website is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Website. Before you make any financial, legal, or other decisions please examine the terms and conditions, the blockchain it is based on and consult an expert, as necessary.

The community members of GameSwift DAO act independently of the Foundation. We assume no liability for actions of entities not associated with the Foundation.

The Foundation once again declares and emphasises that it only provides the Access to the Website Service, while other services (e.g. Swap, Bridge) are provided by third-party providers.

Role of the Foundation

The Foundation cooperates with GameSwift DAO, a decentralized autonomous organization consisting of GameSwift community members who want to enrich the GameSwift ecosystem through various activities including designing and developing \$GSWIFT token.

The Foundation was engaged by the DAO to develop an interface available on the Website allowing to interact with the blockchain networks. To use the interface, the User must connect a cryptocurrency wallet provided by the third-party owned by the User and connected by the User to the Website (hereinafter "**Wallet**") by which the different operations with the blockchain networks are executed.

We do not have ultimate control over the blockchain networks or your Wallet. We are not a party to any transaction made by the Users on the blockchain networks. We are not an intermediary, agent, advisor, or custodian in relation to any transaction made via the blockchain networks. You acknowledge that you retain control over your Digital Assets at all times. We have no access to your private keys, and you are alone responsible for ensuring access to your assets. We are under no obligation to fulfil any order or authorization issued in relation to any blockchain transaction. Excluding the information collected in accordance with

the Privacy Policy, we do not hold any information of any Users, Users' identities, or service beyond what is available or obtainable publicly via the blockchain.

5. Licence

For the duration of this Agreement, we grant you a worldwide, non-exclusive, non-transferable, royalty-free license to the extent necessary to use the Website.

The User hereby acknowledges that all intellectual property rights on the Website and its individual components such as videos, audios, source codes, images, logos, trademarks, or any other materials, including but not limited to copyright, patents, trademark rights, know-how, belong to the Foundation. The Foundation does not, to any extent: i.) assign, transfer or sell any of its intellectual property rights, in particular copyrights, to the User, as well as it does not ii.) grant any license to the User other than the following license.

You agree to grant the Foundation a perpetual, non-exclusive, worldwide, royalty-free, sublicensable, assignable and transferable license to any Content submitted via the Website for any act restricted by any intellectual property right (including copyright) for any purpose reasonably related to the provision and operation of the Website. Such acts include the right to reproduce, make available and communicate to the public, display, perform, distribute, translate, and create adaptations or derivative works of your content. Furthermore, you allow us to use and, to the fullest extent, release your intellectual property rights to any feedback, reports, or suggestions submitted for the purposes of improving the Website and the service provided by the Foundation. The Foundation owes you no remuneration for the use of such intellectual property.

The User is authorized to use the Website exclusively for the User's own personal use. Any data or any other materials found on the Website, both those that are protected under copyright law and those that are not, cannot be used for the User's commercial activities.

6. Risks

You agree that by using the Website you assume the following risks:

- to the extent there is a price or market for Digital Assets, such markets and prices are extremely volatile, and variations in the price of Digital Assets could materially and adversely affect the value of any Digital Assets you own and there is no guarantee that your Digital Assets will have or retain any value;
- the commercial or market value on Digital Assets that you purchase may materially diminish in value as a result of a variety of things such as negative publicity, blockchain malfunction and more;
- functionalities, such as staking, vesting or similar are not to be treated as investments, deposits or loans of any kind, nor as guaranteeing any return. By committing your Digital Assets to such functionalities they might be locked up for prolonged periods of time. You

can participate in these functionalities at your risk, assuming all of the related technological, market and liquidity risks;

- there are risks associated with using Digital Assets including, but not limited to, the risk of hardware, software and Internet connections and/or failures, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet or elsewhere, and we will not be responsible for any of these, however caused;
- upgrades to the Website, a hard fork or other change, failure or cessation of the protocol or its supporting blockchain, or a change in how transactions are confirmed in the Website may have unintended, adverse effects on all blockchains using such technologies;
- tokens are tangible digital assets that exist only by virtue of the ownership record maintained in the given blockchain. All smart contracts are conducted and occur on the decentralized ledger. We have no control over, and make no guarantees, warranties or promises with in relation to smart contracts;
- we do not make any promises or guarantees related to any other third parties providing to you any service for you in relation to the Website, including but not limited to the continued availability of either and/or the protection and/or storage of your Digital Assets or any data you provide to those parties;
- the risk of losing access to your Digital Assets due to loss of private key(s), custodial error or purchaser error;
- the risk of hacking, security weaknesses, fraud, counterfeiting, cyber-attacks and other technological difficulties;
- the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavourable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of tokens or the Website;
- the risks related to taxation;
- Digital Assets are not legal tender and are not back by any government;
- any use or interaction with the Website requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Assets on the Website does not indicate our approval or disapproval of the underlying technology regarding such type of Digital Assets and should not be used as a substitute for your own understanding of the risks specific to each type of Digital Asset. We make no warranty as to the suitability of the Digital Assets referenced on the Website and assume no fiduciary duty in our relations with you;
- there are inherent security risks in providing information and dealing online over the Internet;
- you are aware of and accept the risk of operational challenges. The Website may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Website. You

agree to accept the risk of the Website failure resulting from unanticipated or heightened technical difficulties. We do not guarantee that the Website is or will remain updated, complete, correct or secure, or that access to the Website will be uninterrupted. The Website may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Website or the software underlying the Website. Accordingly, you should verify all information on the Website before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we will have no liability for such decisions.

In addition to assuming all of the above risks, you acknowledge that you have obtained sufficient information to make an informed decision to buy, sell, transfer, hold, display and conduct any other actions with Digital Assets. You understand and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself.

We cannot and do not represent or warrant that any Digital Assets, or its supporting systems or technology, is reliable, current, or error-free, meets your requirements, or that defects in the Digital Assets, their supporting systems or technology, will be corrected.

7. Cancellations and refunds

An order placed on the blockchain cannot be cancelled or recalled. You understand and agree that due to the nature of blockchain technology and the service, the Foundation cannot block any transaction.

The Foundation does not act as an intermediary, custodian or executor of any transaction made using the service. Therefore, you agree that the Foundation has no authority to cancel or refund any transactions made using its service.

8. Changes to this Agreement

The Foundation reserves the right, at its sole discretion, to amend this Agreement at any time and will update the Agreement in the event of any such amendments. Reasons for updating the Agreement may include, but are not limited to, changes due to legal, regulatory, or technical reasons, or changes to enhance user experience, interface functionalities, service features, or operational efficiencies.

By continuing to access or use the service, you confirm your acceptance of the revised the Agreement and all of the terms incorporated therein by reference. We encourage you to review the Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the service. If you do not agree to the revised Agreement, you may not access or use the Website or the service.

We may make all other amendments to the Agreement by posting the revised Agreement (terms and conditions) on the Website, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and

if you do not agree with any such modification, you should cease using the Website and the service.

Any amendment of the Agreement will not affect the rights acquired by the User prior to the amendment, where the unilateral change of such conditions would be in contradiction with applicable consumer law.

9. Fees

Be aware that any transactions using the blockchain are inherently subject to gas fees. Gas fees on certain transactions might exceed the value of the transaction.

THE FOUNDATION DO NOT PROVIDE ANY SERVICES TO USERS OR DELIVER, HOLD, AND/OR RECEIVE PAYMENT FOR DIGITAL ASSETS. WE DO NOT RECEIVE ANY FEES FOR ANY SERVICES OFFERED ON THIS WEBSITE.

10. Data protection

The Foundation shall ensure the protection of your data, including your personal data, and the use of the data in line with the procedure prescribed by the terms of the Privacy Policy available here: <https://cdn.gameswift.io/gameswift/shared/pp-gswift.pdf>

11. Liability

This clause sets out the entire financial liability for any acts, representations, misrepresentations, omissions or tortious acts of the Foundation, its employees, agents and subcontractors with respect to and arising from this Agreement.

All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by applicable law.

The information services of the Foundation are provided on an “as is” and “as available” basis without warranties of any kind. The Foundation disclaims all warranties, including warranties of non-infringement, marketability and fitness for a particular purpose. The Foundation shall not be liable for any pecuniary damages, loss of profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction, or for any form of direct or indirect damages, legal action whatsoever related to any digital asset of any kind, any technology used by the Foundation or related parties, including applicable blockchain(s). You accept the inherent security risks of providing information and dealing online over the internet and agree that we have no liability or responsibility for any breach of security unless it is due to our gross negligence. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

You agree that this limitation of liability is applicable to any event, to the maximum extent permitted by applicable law.

12. Warranties and representations

The Foundation warrants, represents and undertakes that it shall provide the service with reasonable care and skill.

THE WEBSITE IS AN INFORMATION SOCIETY SERVICE. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, EXCHANGE, GENERAL PURPOSE CRYPTOCURRENCY WALLET, AGENT, LEGAL ADVISOR OR CREDITOR AND THE COMPANY HAS NO FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU IN CONNECTION WITH ANY DECISIONS OR ACTIVITIES EFFECTED BY YOU USING OR PARTICIPATING ON THE WEBSITE. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY.

NO COMMUNICATION OR INFORMATION PROVIDED TO YOU BY THE COMPANY IS INTENDED AS OR WILL BE CONSIDERED OR CONSTRUED AS, THE SOLICITATION OF AN OFFER TO BUY, THE INVESTMENT ADVICE, FINANCIAL ADVICE, LEGAL ADVICE, OR ANY OTHER SORT OF ADVICE. ALL TRANSACTIONS ON THE WEBSITE WILL BE EXECUTED AUTOMATICALLY BASED ON THE PARAMETERS OF YOUR CHOOSING, WITHOUT THE COMPANY'S PARTICIPATION. YOU WILL BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY FEATURES AVAILABLE ON THE WEBSITE ARE SUITABLE AND MATCH YOUR INTERESTS ACCORDING TO YOUR JUDGEMENT, OBJECTIVES, CIRCUMSTANCES AND RISK TOLERANCE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR LIABILITIES THEREFROM. BEFORE EXECUTING ANY TRANSACTION, YOU SHOULD CONSULT WITH YOUR INDEPENDENT FINANCIAL, LEGAL, OR TAX PROFESSIONALS. THE COMPANY WILL NOT BE LIABLE FOR THE DECISIONS YOU MAKE THROUGH THE WEBSITE.

The Foundation makes no representation or warranty that the services are applicable or appropriate for use by Users in all jurisdictions and it is your responsibility to ensure compliance with the laws of any relevant jurisdiction of your residence.

Due to the rather uncertain and volatile regulatory environment surrounding Digital Assets' related activities (including cryptocurrencies), every User shall each time prior to using the service verify if he/she is not located in any country or jurisdiction in which, conducting any activity related to Digital Assets (in particular cryptocurrency), is otherwise prohibited or restricted, under applicable laws or sanctions ("**Prohibited Jurisdiction**") or is not a resident or citizen of a Prohibited Jurisdiction.

13. Term

This Agreement will continue unless either party notifies the other of termination, in a format that can be reproduced in writing.

14. Termination

The Foundation may: (a) suspend, restrict, or terminate your access to the Access to the Website Service with immediate effect for any reason. These reasons include but are not limited to: (a) us identifying that your use of the Access to the Website Service is in breach of

applicable legislation and/or is unlawful, (b) there is risk of liability of any kind arising from further provision of services.

You may terminate your agreement with the Foundation at any time by providing the respective notice of termination at contact@blockchaingames.foundation

15. Severability

If any provision of this Agreement is deemed unenforceable by applicable law, court practice or custom, the remainder of this Agreement shall remain in force to the fullest possible extent.

16. Governing law and Legal disputes

Any matters arising from this Agreement shall be governed by and interpreted in accordance with the substantive laws of Estonia.

If a dispute arises between you and the Foundation, you are strongly encouraged to first contact us directly to seek a resolution. For any complaints related to the service you are encouraged to contact us at contact@blockchaingames.foundation

In case of failure to settle any dispute through negotiations, any disputes which may arise out of or in connection with this Agreement shall be settled by the Harju County Court, or any other applicable entity.

All private Users are entitled to address a competent supervisory authority, which is the Consumer Protection and Technical Regulatory Authority at Endla 10A, 10122 Tallinn, e-mail: info@ttja.ee.

In order to resolve disputes, you, as a private User, may address the Consumer Disputes Committee. The Consumer Disputes Committee is authorized to resolve disputes arising from contracts entered into between purchasers and sellers that the parties have failed to resolve by way of negotiations. Further information on the resolution of complaints is available at <https://komisjon.ee/et/avalduse-esitamine> (EST).

If you act as a legal person or a sole proprietor, the provisions relating to special consumer rights shall not be applicable.

17. Final Provisions

The Agreement enter into force on 20 December 2023.

If any provision of the Agreement is declared invalid or ineffective in whole or in part by a court of law or another competent authority, or if the invalidity or ineffectiveness of any provision of this Agreement results from binding legal provisions, or if any provisions prove impossible to implement in whole or in part, the remaining provisions of the Agreement shall remain in full force and effect.

In matters not regulated by the Agreement, the relevant provisions of law shall apply. For the avoidance of doubt, it is considered that none of the provisions of the Agreement shall limit the rights of the consumer under the applicable mandatory law. In the event of the occurrence of a provision of this nature, the provisions of the applicable law shall apply.

All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are excluded from the Agreement to the fullest extent permitted by applicable law.