

## **Mines of Dalarnia**

**Effective as of 2022-04-26**

**Last Revised as of 2024-10-25**

### **Terms and Conditions**

Please read and agree to these Terms and Conditions (the "**Terms**") carefully before using any of our sites, mobile games, companion games, mobile applications, game client and/or software or platforms (collectively, the "**applications**") and/or purchasing and/or otherwise acquiring or using any digital assets in, or entering, the game world/s of Mines of Dalarnia ("**MoD**"). MoD is a multiplayer decentralized, community-driven, action adventure game created and operated by MOD Foundation Ltd., Singapore ("**Dalarnia**", "**we**" or "**us**").

### **ACCEPTANCE OF TERMS**

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

By purchasing, accessing or by calling an action on MoD or on a MoD Token smart contract, you are deemed to agree to be unconditionally bound by, and accept these Terms, as set out below. If you do not unconditionally agree to these Terms, you are not authorized to download, test, purchase, acquire, use, access, connect to or register to access MoD or MoD Tokens or NFTs or interact with MoD and you must immediately cease doing so and/or remove or uninstall any application/s from all of your devices immediately. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have full authority to bind the company or legal entity (and its employees) to this agreement. The terms may be amended from time to time by Dalarnia and any changes do not change your unconditional acceptance of these Terms. These Terms must be read in conjunction with our Privacy Policy and Code of Conduct which is hereby incorporated into these Terms by reference.

Subject to the terms of the Terms and Conditions, Dalarnia hereby grants you, a royalty-free, revocable, limited, non-exclusive license during the term of this document to possess and use a copy of the MoD-application. The MoD-application is being distributed by Dalarnia. You are not allowed to make a

charge for distributing this application, either for profit or merely to recover media and distribution costs.

**By using the MoD applications I confirm that I have read these Terms and Conditions and agree to be unconditionally bound by them, and agree to proceed.**

#### **AGE LIMIT**

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

#### **CHANGES TO THESE TERMS**

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

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

#### **DIGITAL ASSETS**

There are three types of digital assets utilized within MoD:

- a. Plots (virtual land), mining passes, equipment, pets, holos and other in-game assets (represented as Non-Fungible Tokens (“NFTs”))
- b. Mines of Dalarnia token (“**DAR**”)
- c. Consumables (in game resources and items)

Collectively, b and c represent “**MoD Tokens**”.

#### **THE MoD PLOTS AND NFTs**

In MoD the Plots and NFTs will exist on the Chromia Relational Blockchain and/or Binance Smart Chain Network. In MoD the Plots are in finite supply, may have different characteristics and relative value and may enable users to create, buy, transfer and trade unique digital game assets on your Plot in MoD for game-making purposes. Plots would have no useability outside of the MoD platform. Plots and the NFTs do not have any tangible or physical manifestation.

### **MINES OF DALARNIA TOKEN ("DAR") AND CONSUMABLES**

Your ownership of MoD Tokens means, in relation to MoD Tokens, that such MoD Token has been purchased by you or otherwise rightfully acquired from a legitimate source, where proof of such purchase or acquisition is recorded on the Chromia Relational Blockchain, Ethereum or Binance Smartchain.

DAR is a medium of exchange which may be used to acquire Plots, Mining Pass NFTs in the MoD game, Ingame Tokens as Consumables (resources and several kind of items) or various NFTs within MoD, to be staked within MoD and used as collateral, or entitle the user to certain exclusive privileges (e.g. purchases of designer "**NFTs**"). It is freely tradeable on various virtual currency exchanges such as Binance and may be exchanged and accessed in a peer-to-peer manner by users. DAR would have no useability outside of the MoD or MoD gaming ecosystem platform. DAR do not have any tangible or physical manifestation.

DAR represents a utility as you must have DAR to be able to play the game. It is your ticket into MoD.

### **MODBOTS**

Players have the possibility to create minions by burning resources available in the game. Once created, players deploy their minions on specific planets in MoD, to collect an off chain resource called moon chips.

Players participating in this feature stand a chance to earn a share of the Play-to-Earn (P2E) allocation, which is a pool of rewards allocated to players based on the moon chips their minions collect. Each gaming season, which lasts for a predetermined time period before resetting and starting anew, boasts a fixed P2E allocation. The details for each season, e.g. time and reward is showcased within the game at the Modbot Screen.

Where a player's minions collect XX percentage of the total moon chips amassed by all participating players during a season the player is entitled to receive XX percentage of the P2E allocation for the season in question.

At MoD, we uphold the values of fair play and integrity. Players engaging in cheating activities or utilizing multiple accounts (multi-accounting) to gain an unfair advantage will be identified, and their wallets will be banned from receiving any rewards. We are committed to fostering a level playing field where every player's efforts are recognized and rewarded fairly.

## **REGISTRATION**

We reserve the right to require that you register with us in order to access MoD Tokens and/or NFTs.

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

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

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

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

You acknowledge and agree that you are prohibited from registering more than one account. Consequently you are not permitted to connect multiple wallets to the application. Failure to comply with this may result in termination of all your accounts.

## **REVENUE, SALES AND RENTALS; PAYMENT**

Any revenue earned for sales or rentals of MoD Tokens and/or NFTs performed within the MoD ecosystem, minus any transaction fees, shall be paid to you promptly on the Chromia Relational Blockchain or Binance Smartchain by the purchaser of the MoD Tokens and/or NFTs. If you elect to sell or rent your MoD Tokens and/or NFTs, or perform any transactions relating to the sale or transfer of MoD Tokens and/or NFTs, any transactions that you engage in will be conducted solely through Chromia Relational Blockchain or Binance Smartchain via a EVM-compatible wallet (e.g Metamask). Such sales, rental, activities or other transactions relating to MoD Tokens and/or NFTs shall be a direct contractual relationship between the seller and purchaser of the relevant MoD Tokens and/or NFTs, and Dalarnia is not a party to said contract, and shall in no circumstances be deemed to a seller or distributor of MoD Tokens and/or NFTs. Accordingly, Dalarnia has no control over these payments or transactions, nor do we have the ability to reverse any transactions, and cannot provide any guarantee, warranty or assurance regarding such transactions. With that in mind, Dalarnia will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in regarding MoD Tokens and/or NFTs. Dalarnia functions solely as the developer of the MoD gameplay environment which allows you to interact with various third parties and potentially acquire from or provide to these users various products/services in an entirely peer-to-peer manner (including without limitation any transactions relating to fiat currencies), and Dalarnia is not your agent, advisor, intermediary or fiduciary for any action which you perform within. Dalarnia reserves the right to charge the purchaser a fee for sales transaction that occurs in MoD. Such fee will be automatically be applied as part of the sales transaction.

As between you and Dalarnia, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on Dalarnia's net income) now or hereafter claimed or imposed by any governmental authority (collectively, "**Taxes**") associated with your use of MoD Tokens and/or NFTs (including, without limitation, any Taxes that may become payable as a result of your ownership, renting out or transfer of MoD Tokens and/or NFTs). Dalarnia makes no representation or advice of any kind in respect of, or otherwise in connection with, the suitability of MoD and/or any output generated by using MoD, or MoD token or other game assets to engage into or with any taxation regulated activity regarding MoD or such output's compliance with laws and regulations applicable to such activities, retrospectively, now or into the future. Dalarnia neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in taxation regulated activities, you do so at your own risk and sole responsibility.

MoD Tokens and NFTs are not a representation of money or electronic money, or any security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment. Dalarnia does not facilitate the transmission of fiat currency on behalf of users or other third parties, nor does it assist with the conversion of MoD Tokens or NFTs to fiat currency.

MoD Tokens and NFTs are distributed on a spot and unmarginated basis, and Dalarnia is not under any obligation to return to the buyer any amount of any original purchase price.

## **FEES AND PAYMENT**

Binance and Chromia requires the payment of a transaction fee ("**Gas Fee**") for every transaction that occurs on the Binance Smart Chain network and Chromia Relational Blockchain. The Gas Fee funds the network of computers that run on respective network. This means that you will need to pay a Gas Fee for each transaction that occurs via the application.

Any purchases from the MoD application or marketplace will be done through smart contracts on a blockchain using a wallet (e.g Metamask). Any financial transactions that you engage in will be conducted solely through the Blockchain via a wallet. Dalarnia will have no control over these payments or transactions, nor do we have the ability to reverse any transactions. Dalarnia will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the MoD-application, or any other transactions that you conduct via the Binance Smart Chain network.

## **TERMS OF SERVICE, PRIVACY AND SECURITY**

Any information that you may provide to Dalarnia during your use of MoD is subject to Dalarnia's Privacy Policy. Any information that you may provide to a third-party site during your use of MoD is subject to the third-party site's privacy policy, and your use of any third-party site included in MoD is governed by the terms of service of the applicable third-party site.

You are solely responsible of ensuring that any process, devices and/or services you employ to access or use MoD Tokens and/or NFTs or any of the websites and the MoD application (in particular, without limitation, to acquire, hold, manage and sell MoD Tokens and/or NFTs) do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system and/or any data contained therein. To the greatest extent permitted by law and without limiting

the generality of this Section, Dalarnia excludes any liability for any interference or damage to your devices, computer system and/or any data contained therein in connection with your access or use of MoD or any of the MoD-websites or MoD-applications.

## **COMPLIANCE**

You acknowledge that certain operations in respect of MoD may constitute and/or otherwise fall within the scope of regulated activities under applicable laws in certain jurisdictions. You acknowledge that you may not use MoD to engage into any such activities and that Dalarnia makes no representation in respect of, or otherwise in connection with, the suitability of MoD and/or any output generated by using MoD, to engage into any regulated activity regarding MoD or such output's compliance with laws and regulations applicable to such activities. Dalarnia neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in regulated activities, you do so at your own risk and sole responsibility. Your access to MoD is always initiated on your own accord, and you are solely responsible for ensuring compliance with applicable local laws.

The use of MoD is strictly prohibited and not available to individuals residing in the following countries: North Korea, Russia, Iran, Cuba, Syria, Afghanistan, Belarus, Myanmar, Central African Republic, Congo, Ethiopia, Iraq, Lebanon, Libya, Mali, Nicaragua, Somalia, South Sudan, Sudan, Venezuela, Zimbabwe, Yemen, Tunisia, Haiti, Burundi, Democratic Republic of the Congo. By accessing or attempting to use MoD from any of the aforementioned countries, you acknowledge and agree that you are prohibited from doing so. We reserve the right to monitor User activity and take necessary measures to enforce this restriction, including but not limited to blocking access, terminating accounts, or refusing service. Please note that this list of restricted countries may be updated periodically without prior notice. We appreciate your cooperation and adherence to these Terms, as they are necessary to maintain compliance with legal and regulatory requirements.

## **INTELLECTUAL PROPERTY OWNERSHIP, LICENSES AND RESTRICTIONS**

Ownership of MoD is limited to attribution of the relevant MoD residing on the relevant blockchain network, which is merely an information and transaction log recorded on an immutable ledger regarding the timestamped transfer history of such MoD. This ownership of MoD NFTs is separate and distinct from any rights, title, and interest in and to any art, design, photograph, and drawing that may be associated with any MoD NFTs that you Own, and all intellectual property rights therein, which are owned by Dalarnia. The rights that you have in and to the Art are limited to those expressly stated below. The first

sale doctrine, and any similar doctrine or principle under any the laws of any applicable jurisdiction, does not extend to any holder or acquirer (including subsequent acquirer of MoD).

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

Subject to the licenses expressly granted below, Dalarnia (or where applicable, our licensors) own all, but not limited to, rights, title, and interest in and to

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

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

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

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



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

The license granted in these Terms apply only during the term of the MoD. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of MoD for any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the MoD or the related Art or Metadata.

To the extent that the Art contains any intellectual property licensed from a third party, you will not have the right to use such third party intellectual property in any way except as incorporated in the Art or Metadata (and subject to all of the restrictions set forth herein with respect to your use of the Art or Metadata).

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

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

The player will only receive a license to use for specified purposes in MoD.

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

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

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

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

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

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

- (i) modify the Art in any way, including without limitation, the shapes, designs, drawings, attributes, or color schemes; or
- (ii) use the Art to advertise, market, or sell any product or service; or
- (ii) use the Art in any manner which would constitute or amount to an endorsement of or relationship with any particular third-party, entity, product, product category, charity or service

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

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

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

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

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

## **PROTECTION OF THE COPYRIGHT AND THE MARK**

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

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

The User:

- (i) acknowledges that all copyright and rights in the nature of copyright subsisting in any part of the world in any New Property shall vest in Dalarnia;
- (ii) hereby assigns to the Dalarnia absolutely (with full title guarantee) the entire copyright and all other rights in the nature of copyright subsisting in the New Property, and all other rights of whatever nature, whether now known or created in the future, to which the User may be entitled by virtue of the laws in force in any part of the world in such New Property, in each case for the whole term including any renewals, reversions, revivals and extensions;
- (iii) shall ensure that any third-party who creates, including in the course of or in preparation for manufacture of (the Products or) the Licensed Products, New Property for the User, such as consultants or freelance designers, assigns any copyright or other rights they may have in the New Property Dalarnia on the terms set out in Clause (ii) above;
- (iv) shall ensure that any moral rights in relation to the New Property are unconditionally waived to the fullest extent permitted by applicable laws; and
- (v) shall, upon Dalarnia's request, provide the Licensor with copies of all and any New Property, in such format as the Licensor may reasonably request.

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

- (i) any actual, suspected or threatened infringement of the Copyright or the Mark;

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

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

- (i) Dalarnia shall, in its absolute discretion, decide what action if any to take;
- (ii) Dalarnia shall have exclusive control over, and conduct of, all claims and proceedings;
- (iii) the User shall not make any admissions other than to the Licensor and shall provide Dalarnia with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- (iv) Dalarnia shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

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

## **ASSUMPTION OF RISK**

You acknowledge that:

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

- failures, malicious software, and the risk that third parties may obtain unauthorized access to your assets, and neither Dalarnia nor any of its licensors shall be responsible for, or have any liability with respect to, any of these; and
- (iii) Dalarnia does not promise to host the Art or Metadata at any specific location or to make the Art or Metadata available on the internet for any specific period of time; and
  - (iv) changes to the Chromia Relational Blockchain may have adverse effects on all blockchains using such platform, including without limitation, MoD that you may Own; and
  - (v) neither Dalarnia nor any of its licensors shall be responsible for, or shall have any liability with respect to, any transaction between you and a third-party (such as your purchase or sale of MoD Token or an NFT on the so-called "secondary market").
  - (vi) Dalarnia neither owns or controls Chromia Relational Chain and/or Binance Smart Chain, or any other third party site, product, or service that you might access, visit or use for the purpose of enabling you to use features of MoD. Dalarnia will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.
  - (vii) Like all software, MoD, and the blockchain used may be subject to exploits. Dalarnia are not responsible for exploits of any kind. While Dalarnia have taken a number of precautions to ensure the security of MoD, the Chromia relational blockchain and/or Binance smartchain respectively, the technology is relatively new and it is not possible to guarantee that the code is completely free from bugs or errors. Users accept all risks that arise from using MoD, including, and not limited to, the risk of any funds being lost due to a failure or exploit of MoD, the CHromia Relational Blockchain and/or Binance smartchain.

## **NO REPRESENTATIONS AND WARRANTIES**

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

- (i) The MoD run uninterrupted and error-free; or
- (ii) The use of MoD is fit for any particular purpose and does not infringe upon any third-party's intellectual property rights; or

- (iii) Any information contained in MoD and/or any of the MoD websites or on MoD is accurate, adequate, complete or error free; and

## **LIABILITY, INDEMNITY, AND INSURANCE**

Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this license or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

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

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

- (i) the Users exercise of the rights granted to it under this agreement; and
- (ii) the Users breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied, or put into use by the Licensee; and
- (iii) the enforcement of this agreement; and
- (iv) any claim made against Dalarnia by a third-party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees, or subcontractors.

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

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

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

**OR**

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

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

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



## **TAMPERING**

You may neither modify, decompile, disassemble nor otherwise tamper with or circumvent all or any portion of the MoD, in particular, but not limited to, the underlying rules and mechanics of the MoD and/or the code of MoD, its user interface and/or its operating principles, unless separately agreed in writing. You may not reverse engineer any source code that is not open source regarding MoD or otherwise attempt in any way to derive or otherwise determine the source code for the operation of MoD. You may not adapt, reproduce, store, distribute, print, display, publish or create copies or derivative works from any part of MoD, the Art or MoD-websites other than in accordance with the License. You may not utilize any automated software or "bots" in relation to your access or use of MoD or MoD websites. You may not knowingly perform any actions that may cause the computers used to support MoD or MoD websites to become overloaded or crash.

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

## **POSTING POLICY**

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

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

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

**Dalarnia reserves the right, without notice, explanation, or liability, to:**

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

#### **SUPPORT, UPDATES, ALTERATIONS, DISCONTINUATION**

Dalarnia may, but has no obligation to, offer and subsequently amend, alter suspend or discontinue support services with regard to MoD on such terms as Dalarnia may determine within its sole discretion. At all times, Dalarnia retains the right to use and/or dispose of MoD, at Dalarnia's sole discretion, as Dalarnia deems appropriate, including without limitation the right, without notice, to alter, modify, redesign, suspend or discontinue, at any time, any aspect or feature of MoD and/or MoD.

#### **BREACH AND REMEDIES**

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

If you breach any provision of, or undertaking, under these Terms, Dalarnia shall have the right to seek specific performance in respect of your obligations under these Terms including but not limited to the right to request that you cease and/or desist from committing any breach of such obligations, whether or not this forces you to abandon any commercial activity or not to pursue any opportunities at that time (cease and desist injunction).

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

#### **TERMINATION**

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

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

Dalarnia may terminate this Agreement if, in Dalarnia sole discretion, Dalarnia determines that there has been a breach of these Terms, a material breach of any other agreement including the Code of Conduct between you and Dalarnia or a violation of law.

Upon termination, all licenses granted herein end immediately. You will cease using MoD Tokens and/or NFTs. Termination of these Terms will not relieve you of your obligation to pay any amounts you owe up to and including the date of termination.

## **GENERAL INFORMATION**

### **ENTIRE AGREEMENT; WAIVER; SEVERABILITY**

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

### **ASSIGNMENT**

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

### **STATUTE OF LIMITATIONS**

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

## **DATA**

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

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

## **APPLICABLE LAW, JURISDICTION AND DISPUTES**

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

Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the existence, breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration in accordance with the SIAC Arbitration rules 2019 at the Singapore International Arbitration Centre (**SIAC**) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be in English.

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