

## Terms of use

Welcome to terms of use (hereinafter – “**Terms**”) of Prospectors Project (hereinafter – “**Prospectors**,” “**Game**” or “**We**” and its derivatives). These Terms along with Prospector’s Privacy Policy govern the relationship between You and Prospectors regarding your use of the Game on our website <https://prospectors.io/> (hereinafter – “**Game**”, “**Services**”), and affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability.

Prospectors.io is a desktop project of Wecan Dev Pte. Ltd., a company duly incorporated in Singapore, that runs on blockchain. All game activity happens within the project’s smart contract, and all the assets, owned by a player, are secured to him in the blockchain.

The term “You” refers to You individually or the legal entity on whose Prospectors Project Services are used, as applicable.

You must agree to these Terms and Prospector’s Privacy Policy before accessing or using the Game. By accessing the Game you agree that you are age 18 or older. IF YOU ARE UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD UNDER 18, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD’S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

Prospectors has the right to make changes to these Terms at any time. If you continue to use the Services it will be deemed as confirmation of your acceptance of the updated terms. In addition to these Terms, you agree to abide by any additional policies of the Games, such as policies related to specific services (including without limitation forums, chats) as well as all other related operating rules or policies, each of which is incorporated by reference where applicable.

Prospectors is using WAX and EOS (hereinafter – “Smart Contracts”) in order to interact with users. Users can buy, sell, manage items and profile via website <https://prospectors.io/> (the Site). All user interaction happens via Smart Contracts that allow users to buy, transfer, sell in-game assets.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OR ACCESSING THE SERVICES, SMART CONTRACTS. THESE TERMS GOVERN YOUR USE OF THE SERVICES, SMART CONTRACTS UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO MAKE THE SERVICE, SMART CONTRACTS AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE SERVICES, SMART CONTRACTS OR ANY PART OF THEM, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO

NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE SERVICE, SMART CONTRACTS AVAILABLE TO YOU.

If you do not agree to these Terms, you may not access or use the Services.

### **1. In-game Assets**

All game activity happens within the project's Smart Contract, and all the in-game assets, owned by a User, are secured to him in the blockchain. Within the Game the Users do not send or receive money. Gold is an in-game assets that can be used to buy and sell in-game assets such as Map, Plot, Workers, Buildings, Resources, Materials, Tools, Transport, Speed boost (hereinafter – "Assets") within the Game. The external representation of gold is PGL. In case of depositing 1 PGL token in the game, a User receives 1 000 of the game Gold. In case of withdrawing 1 000 of game Gold, a User receives 1 PGL.

All Assets are two sided items that can be owned by User as NFT (Non fungible token).

### **2. Digital Asset Protocols**

Prospectors does not own or control the underlying software protocols which govern the operation of digital currencies. You acknowledge and agree that Prospectors is not responsible for operation of the underlying digital asset protocols and that Prospectors makes no guarantee of their functionality, security, or availability.

### **3. Managing Your Keys**

Prospectors does not control any private keys. You are solely responsible for maintaining the security of the other two private keys.

### **4. Passwords and Security**

You are responsible for maintaining adequate security and control of any and all log in IDs, passwords, private keys, personal identification numbers (PINs), and any other codes that you use to access the Account. You will be solely responsible for the private keys that we provide to you or that you generate for your wallets, and maintaining secure back-ups. You will prevent unauthorized access to or use of the Services using your account credentials or private keys, and notify us promptly of any such unauthorized access or use. You must keep your account ID, passwords and any other account credentials confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use.

### **5. Payments and Transactions**

You may purchase or interact with Assets on the Site, in this case any financial transactions that you engage in will be conducted solely through the supported blockchain network. We will have no control over these payments or transactions, nor do we have the ability to reverse any transactions. Referring to that, we 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 Site, or using the Smart Contracts, or any other transactions that you conduct via the blockchain network or wallet.

You will be solely responsible to pay any and all sales, value-added, use and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the Site (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or acquisition of your Gold). Excluding the income taxes levied on Prospectors, you: (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, 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 (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

## **6. User Account**

A User cannot create several player accounts simultaneously, but a User can have one account per every game world. A User cannot provide access to his/her game account to third parties. Using multi-accounts will be punished by blocking the account. A violator will lose all his in-game possessions in favor of the Prospectors. To prevent suspicion in the multi-accounts violation a Users should not use the same gadgets with other players.

## **7. Ownership**

### **a. Intellectual Property Right**

All rights, title and interest in and to the Game (including without limitation any computer code, titles, themes, objects, characters, names, dialogue, concepts, artwork, animations, audio-visual effects, sounds, musical compositions, documentation, in-game chat transcripts, recording of games played using Prospectors's game clients) ("Prospectors Property") are owned by or licensed to Wecan Dev Pte. Ltd., subject to copyright and other intellectual property rights under Singapore laws and international conventions. Prospectors reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its games and the Service. Except as expressly provided in the Terms, Prospectors does not grant any express or implied rights to the Prospectors Property.

Except as expressly set forth herein, your use of the Site, Smart Contracts does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Site. We reserve all rights in and to the Prospectors Property not expressly granted to you in the Terms. For the sake of clarity, you understand and agree:

(i) that your "purchase" of an Assets, whether via the Site or otherwise, does not give you any rights or licenses in or to the Prospectors's Property (including, without limitation, our copyright in and to the art and drawings) other than those expressly contained in these

Terms; and (ii) that you do not have the right to reproduce, distribute, or otherwise commercialize any elements of the Prospectors's Property (including, without limitation, our copyright in and to the art and drawings) in any way without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion.

#### **b. Feedback**

You may choose to submit comments, bug reports, ideas or other feedback about the Game, including without limitation about how to improve the Game (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose. The Feedback can be sent to [support@prospectors.io](mailto:support@prospectors.io)

### **8. Suspension and Termination of Account and Services**

You shall have a right to terminate your Account at any time by canceling and discontinuing your access to and use of the Services. We may terminate or suspend all or part of the Services and your access to the Services immediately, without prior notice or liability. You will not receive any refunds if you cancel your Account, or if these Terms are otherwise terminated.

Your use of the Game is strictly tied to your compliance with these Terms. The game and game worlds are created for entertainment and should cause positive emotions only. Prospectors reserves the right to use specific programs and trained personnel to detect any violations of the rules and identify a User in case of a grounded suspicion of the Term' s violation.

You agree that you will not, under any circumstances:

- use the Services for fraudulent or abusive purposes (including, without limitation, by using the Services to impersonate any person or entity, or otherwise misrepresent Prospectors's affiliation with any person, entity or the Services);
- interfere with or disrupt the Services, servers or networks that provide the Services
- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive or engage in ongoing toxic behavior, such as by repeatedly posting information on an unsolicited basis
- attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person or group, including but not limited to Prospectors employees and Prospectors customer service representatives;
- post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content
- disrupt the normal flow of a game or otherwise act in a manner that is likely to negatively affect other players' ability to compete fairly when playing the games
- disobey any requirements or regulations of any network connected to the Services
- institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Services, or other

attempts to disrupt the Services or any other person's use or enjoyment of the Services

- disguise, anonymize or hide your IP address or the source of any material or content that you upload into the Services
- attempt to decompile, reverse engineer, disassemble or hack any of the Services, or to defeat or overcome any of the encryption technologies or security measures or data transmitted, processed or stored by Prospectors
- solicit or attempt to solicit login information or any other login credentials or personal information from other users of the Services
- 'harvest', 'scrape', collect or post any information about or regarding other people that use the Services, including, but not limited to any personal data or information (including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items a.k.a 'spyware' or 'pcms' (passive collection mechanisms)
- circumvent technological measures designed to control access to, or elements of, the Services; or
- do anything else that Prospectors deems not to be within the spirit of fair play or intent of the Service.

You acknowledge and agree that you are solely responsible for your actions in the Services and actions made in the Services using your player account or device.

The violation of any rules and obligations can be punished by the immediate temporary blocking or deletion of the game account, depending on the severity of the violation. In the case of detecting the breach, the Prospectors representative will investigate the consequences of such violation in every separate case. A User acknowledges that the representative's decision is definite. Additionally, a User acknowledges that Prospectors cannot reveal the mechanisms it uses to detect violations since they can be easily circumvented otherwise. Prospectors reserves the right to forbid the subsequent registration in the game after the blocking or deletion of the game account on other game servers.

WITHOUT LIMITING ANY OTHER REMEDIES, PROSPECTORS MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE PLAYER ACCOUNTS OR ACCESS TO THE SERVICES OR PORTIONS THEREOF IF YOU ARE, OR PROSPECTORS SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICES, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA IN THE SERVICES AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY PRIVILEGES, BENEFITS, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICES, AND PROSPECTORS IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, PROSPECTORS MAY LIMIT, SUSPEND OR TERMINATE THE SERVICES, PROHIBIT ACCESS TO THE SERVICES' GAMES AND SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICES IF PROSPECTORS BELIEVES THAT THE USERS ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITHIN THESE TERMS OR OTHER POLICIES. ADDITIONALLY, PROSPECTORS MAY, IN APPROPRIATE CIRCUMSTANCES AND AT ITS SOLE DISCRETION,

## SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO PROSPECTORS BELIEVES MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

PROSPECTORS RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

Termination of your account can include disabling your access to the Services or any part thereof including any content you submitted or others submitted.

You may terminate your account at any time and for any reason by contacting our customer support at [support@prospectors.io](mailto:support@prospectors.io) or by using the in-game “contact support” function available in some games.

### **9. User Content**

“User Content” means any communications, sounds, images, and all the material, data, and information that you upload or transmit to the Services, or that other users upload or transmit, including without limitation, any chat text. By transmitting or submitting any User Content while using the Services, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential or misleading; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, spyware, adware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Prospectors in accordance with its Privacy Policy.

Prospectors assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Services for inappropriate content or conduct. Prospectors does not, and cannot, pre-screen or monitor all User Content. Your use of the Services is at your own risk. By using the Services, you may be exposed to User Content that is offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any User Content available in connection with the Services. At our discretion, our representatives or technology may monitor and/or record your interaction with the Services or communications (including without limitation chat text) when you are using the Service

By agreeing to these Terms, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation chat text.

Prospectors reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your User Content) without notice for any reason or for no reason at any time. If at any time Prospectors chooses, in its sole discretion, to monitor the Services, Prospectors nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. Prospectors has the right, but not the obligation, in its sole discretion to edit, refuse to post, or remove any User Content.

### **a. Public Discourse**

The Services may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. Prospectors cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the Services. Prospectors shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

### **b. Responsible for your own Content**

You are solely responsible for the information that you post on, through or in connection with the Services and that you provide to others.

### **c. User's Interactions**

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services. Prospectors reserves the right, but has no obligation, to become involved in any way with these disputes. You shall fully cooperate with Prospectors to investigate any suspected unlawful, fraudulent or improper activity

If you have a dispute with one or more users, you release Prospectors from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes

## **10. Assumption of Risk**

You hereby acknowledge and agreed each of the following:

- a. You acknowledge and agree that blockchain technologies and associated assets, and other assets are highly volatile due to many factors including but not limited to popularity, adoption, speculation, regulation, technology and security risks. You also acknowledge and agree that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the blockchain. You acknowledge and agree these risks represent that we cannot be held liable for changes and fluctuations in value or increased costs.
- b. You are solely responsible for determining what, if any, taxes apply to your Prospector's -related transactions. Prospectors is not responsible for determining the taxes that apply to your transactions on the Site, or the Smart Contracts.
- c. The Site does not store, send, or receive Assets. This is because Prospectors exists only by virtue of the ownership record maintained on the Site's supporting blockchains. Any transfer of Prospectors assets occur within the supporting blockchain in the supported network, and not on the Site.
- d. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain

unauthorized access to information stored within your wallet. You accept and acknowledge that Prospectors will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using supported network, however caused.

- e. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Prospectors ecosystem, and therefore the potential utility or value of Assets.

## **11. Disclaimers**

- a. YOU HEREBY CONFIRM THAT YOU UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK, AND THAT THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, CORRECTNESS, ACCURACY, NON-INFRINGEMENT, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (III) THE SITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
- b. YOU HEREBY 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.
- c. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF SUPPORTED NETWORK (WAX,EOS), INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.
- d. PROSPECTORS IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE EOS OR WAX WALLETS, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.



- e. PROSPECTORS ASSETS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE WAX AND EOS NETWORKS. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN WAX AND EOS PLATFORMS. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.

## **12. Limited Liability**

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROSPECTORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROSPECTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, PROSPECTORS SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID TO PROSPECTORS IN ACCORDANCE WITH THESE TERMS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO PROSPECTORS DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND PROSPECTORS'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH PROSPECTORS IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT.

NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PROSPECTORS OR FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF PROSPECTORS.

You agree to indemnify, defend and hold Prospectors (and Prospectors's officers, directors, agents, affiliates, subsidiaries, parent companies, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorneys' fees, asserted by any third-party resulting from or arising out of your use of the Services, or any breach by you of these Terms, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

- b. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND PROSPECTORS'S POLICY OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SERVICES, IS LIMITED TO THE LESSER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 180 DAYS PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$100.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

### **13. External web sites and resources**

The Game may include hyperlinks to other web sites or resources (hereinafter - “**External Sites**”), which are provided to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites.

### **14. Refunds**

Due to the nature of the blockchain, and our lack of control over user assets, Prospectors is unable to offer refunds on any purchases within the Game.

### **15. Updates to the Services**

You understand that the Services are constantly changing and evolving. Prospectors may require that you accept updates to the Services, such as via installing updates to game clients installed on your device. You acknowledge and agree that Prospectors may update the Services, with or without notifying you. You may need to update third party software or your device hardware from time to time in order to access and use the Services

### **16. Personal Data and Security**

Prospectors’s use of your personal data is governed by Prospectors Privacy Policy. You approve to the processing of your personal data in accordance with the Prospectors Privacy Policy by downloading, installing, accessing or using the Services.

Prospectors takes measures to prevent unauthorized access to, improper use of and the reasonable accuracy of your personal data submitted to Prospectors via the Services. We use various technologies, including, in certain instances, encryption, to ensure the high security standards. Any data that is stored on Prospectors servers is not generally available to the public. However, the use of internet services always includes security risks

### **17. Dispute Resolution and Law**

If a dispute arises between you and Prospectors, we strongly encourage you to first contact our customer support at [support@prospectors.io](mailto:support@prospectors.io) to seek a resolution. All disputes arising out of or in connection with these Terms, including without limitation your access or use of the the Site, or the Smart Contracts, or to any products sold or distributed through the Site, or the Smart Contracts, will be referred to and finally resolved by arbitration under the rules of the Singapore International Arbitration Centre. The appointing authority will be the the Singapore International Arbitration Centre. The case will be adjudicated by a single arbitrator and will be administered by the Singapore International Arbitration Centre in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings; The place of arbitration will be Singapore. You may choose to have

the arbitration conducted by telephone, based on written submissions. The language of the arbitration will be English. The award of the arbitrator will be final and binding, and any judgment on the award rendered by.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE, THE SMART CONTRACTS, OR ANY PRODUCTS SOLD OR DISTRIBUTED THROUGH THE SITE, OR THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

## **18. Severability**

You and Prospectors agree that if any portion of these Terms, Prospectors's Privacy Policy or any supplemental terms are found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

## **19. General Provision**

Prospectors may assign or delegate these Terms, the Prospectors Privacy Policy and/or other applicable policies, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms, the Privacy Policy or other policies without Prospectors's prior written consent

## **20. Entire Agreement**

These Terms, the Prospectors Privacy Policy and any additional or supplemental policies and any documents expressly incorporated by reference herein, contain the entire understanding of you and Prospectors, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Services.

### **a. No waiver**

The failure of Prospectors to require or enforce strict performance by you of any provision of these Terms or the Prospectors Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Prospectors's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Prospectors of any provision, condition, or requirement of these Terms or the Prospectors Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by Prospectors shall be deemed a

modification of these Terms nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of Prospectors.

#### **b. Notices**

We may notify you via the Services or any other communications means to contact information you provide to us. All notices given by you or required from you under these Terms or the Prospectors Privacy Policy shall be send to: **support@prospectors.io** Any notices that you provide without compliance with this Section on notices shall have no legal effect.

#### **c. Force-Majeure**

Prospectors shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Prospectors, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Prospectors's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

#### **21. Contact Information**

**support@prospectors.io**