

Terms of Service_MCN

Effective Date: July 5th, 2023

Introduction

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES. These Terms of Service govern the relationship between you and Meta Creator Network Pte., Ltd. and/or its affiliates ("MCN", "we," or "us") regarding your play or use of, or participation in, Meta Toy DragonZ Saga (the "Game") and related services provided on, through, or with Meta Toy DragonZ Saga websites ("Websites"), online communities, social network services, or other networks (collectively, the "Services"), and other services provided through outside platforms that are not provided within the Game ("Outside Platforms). Your right to use the Services is subject to your compliance with all of the terms and conditions set forth herein.

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MCN. You are contracting with MCN regarding your play or use of, or participation in, the Game.

Your access to and use of the Services are also governed by MCN Privacy Policy located at "Privacy Policy (Link)", which are incorporated by reference in their entirety herein (both the Terms of Service and the Privacy Policy shall collectively be referred to herein as the "Terms" unless specifically stated otherwise). Please read the Terms carefully before you start to use the Services. By clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to abide by the Terms, including all rules, terms, conditions, restrictions and notices therein. If you do not wish to be bound by the Terms, you may not access or use the Services.

1. The Materials.

The information and materials provided on or through the Services, including without limitation, Virtual Currency (defined below), Virtual Goods (defined below), and any other data, text, pictures, graphics, audio, video, icons, games, software, and upgrades for use in games or on or through the Services (including any new levels, characters, and in-game items), links, and other content, features and services available on or through the Services (collectively, the "Materials"), excluding Submissions (defined below), are intended to educate and inform you about us and our business and provide you with access to the Services. THE MATERIALS ARE PROVIDED "AS IS" AND YOUR USE THEREOF IS ENTIRELY AT YOUR OWN RISK.

2. Limited License and Right to Use the Materials.

The Services are provided for your enjoyment, and unless otherwise specified on or in the Services, solely for your own personal use. MCN hereby grants you a personal, revocable, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Services for your own personal, non-commercial entertainment purposes, subject to your complete compliance with the Terms and any and all other terms and policies set forth on or in the Services, including without limitation on Outside Platforms, MCN reserves the right to revoke your right to use the Services at any time as further set forth in Section 11 herein. You acknowledge that the time that you spend on or using the Services, including, without limitation, on any Outside Platforms, is solely for your personal entertainment purposes, and that no monetary value can be attributed to such time and that, but for the license granted herein, you are not entitled under the law to use or have access to the Services and/or the Materials. Except as expressly provided herein, MCN does not grant you any other express or implied rights or license in or to the Materials, Services, and all right, title and interest that MCN has in the Materials and/or the Services rights not explicitly granted to you by MCN or its licensors retained by MCN, respectively. There are no implied rights. Except as expressly set forth in the Terms, you may not modify (including without limitation making derivative works), copy, adapt, reverse engineer, de-compile or otherwise reduce to human perceivable format, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, transfer, license or sublicense, publicly display, or sell in any form or by any means, in whole or in part, Materials without MCN's or its licensors' express prior written permission. This includes, but is not limited to scraping user locations, power levels, or utilizing any non-public information about game play or other users and migrating that data anywhere.

3. Intellectual Property.

You acknowledge that the Materials, Services are protected by and/or embody copyrights, trademarks, patents, trade secrets and/or other proprietary rights ("Intellectual Property") owned by MCN, and/or its licensors, including without limitation the selection, coordination, arrangement, compilation, assembly and any enhancements thereto. The Game, Websites, Services and Materials (and any Intellectual Property and other rights relating thereto) are and will remain the property of MCN and its licensors. The trademarks, trade names, trade dress, logos, and service marks displayed on the Services or any Outside Platforms, including but not limited to the MCN, marks, logos and trade dress are the registered and/or unregistered trademarks of MCN, MCN's licensors and vendors and/or other third parties. You acknowledge that the Intellectual Property is valid and protected in all media and forms existing now or later developed and under United States and foreign laws. You acknowledge that you do not acquire any ownership rights in or to the Intellectual Property. The Intellectual Property may not be used by you for any purpose other than as expressly granted in

Section 2 above without MCN's prior express written permission, unless permissible by law. Notwithstanding the foregoing, the Intellectual Property may not be used in connection with any product or service that is not MCN's, in any manner that is likely to cause confusion among consumers, or in any manner that discloses confidential information or disparages MCN. Nothing contained on the Services or available on any Outside Platforms should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property. Except as expressly provided in a separate license agreement, MCN and its licensors of the Materials do not grant any express or implied rights to you under any patents, copyrights, trademarks, or trade secret information.

4. Right to Modify.

We reserve the right, at any time, to modify, suspend, or discontinue the service of the Game, the Websites, the Materials, the Services, or any part or parts thereof with or without notice. MCN does not guarantee that the existence and details of the service is eternal. You agree that MCN will not be liable to you or to any third party for any such modification, suspension, or discontinuation. MCN may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

5. Your Account and Profile.

In order to access and/or use certain aspects of the Services, we may require you to create a user account ("Account"). You acknowledge and agree that you have no ownership or other proprietary interest in such Account. To create an Account, we may require or request that you to provide us with certain personal information (e.g., your name and/or e-mail address). Providing MCN with your personal information is your choice. Each time you decide to provide MCN with your personal information, you agree to: (a) provide complete and accurate information about yourself as prompted by our registration form (including your current e-mail address) and (b) maintain and update your information (including your e-mail address) to keep it accurate, complete and current. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, MCN has the right to terminate your access to and use of the Services (or any portion thereof) and your participation in any Services contained on or available through the Game or the Websites or any Outside Platforms.

To create an Account, we may require you to select a username and password. Your username is subject to certain terms and Standards, as set forth in Sections 6 and 9 below. You agree that MCN has the right in its sole discretion to suspend or terminate your user Account and refuse any and

all current or future use of the Services (or any portion thereof). You agree that MCN, in its sole discretion, reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. In order to provide more information about yourself to other users, you may register your status information, nickname or pictures. You acknowledge that such information may be disclosed to other users for certain aspects of the Services. You further acknowledge that, where access and/or use of certain aspects of the Services utilize and/or allow the use of the account management system of a third party social networking web site such as Google, Facebook, iTunes' Game Center or similar third party services and/or a third-party payment provider ("Third Party Accounts") we may collect personal information from your profile on Third Party Accounts, such as your name, user number, nickname, and pictures ("Profile"). Further, when you access or use the Services through mobile applications such as KakaoTalk or Third Party Accounts, your Services information and records along with your Profile may be disclosed to other users. If you do not agree to disclosure of your information to third parties, you may choose not to disclose such information to third parties at the relevant menu within the Game or the Website and/or the Services.

6. Username & Password.

You acknowledge that you shall be responsible for ensuring that any username you select does not infringe any third party rights or is otherwise not unlawful. MCN may refuse to grant you a username in its sole discretion for any reason including if it impersonates or misleadingly implies an association with the persona of another person or entity, is or may be illegal, is or may be protected by trademark or other proprietary rights, is vulgar or otherwise offensive, or may cause confusion, or for any other reason as determined by us in our sole discretion. Your selection and use of a specific username does not convey any ownership or rights in that username and MCN reserves the right to revoke and/or reassign that username in its sole discretion. You understand and agree that MCN reserves the right to change, remove, alter or delete any username, with or without prior notice to you, at any time and for any reason in MCN's sole discretion.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND ALL ACCESS TO AND USE OF YOUR ACCOUNT, INCLUDING ANY AND ALL ACTIVITIES (INCLUDING USE OF VIRTUAL CURRENCY, VIRTUAL GOODS, OR SERVICES ON OR THROUGH THE GAME OR THE WEBSITES OR OUTSIDE PLATFORMS, AS APPLICABLE) THAT ARE CONDUCTED THROUGH THE USE OF YOUR USERNAME AND PASSWORD WHETHER OR NOT AUTHORIZED BY YOU. You agree not to transfer or resell or otherwise convey your Account or the right to use your Account or rights therein to anyone.

You may not use anyone else's Account at any time and you may not allow anyone else to use your Account at any time. You agree that MCN will not be liable for any loss you may incur as a result of someone else using your Account, either with or without your knowledge, and you further agree that you will be liable for losses incurred by MCN or another party due to someone else using your Account. Because of this, MCN strongly recommends that you exit from your Account at the end of each session.

You agree to pay all fees or charges incurred by your Account, including applicable taxes at the time that the applicable fee or charge becomes payable. Unless otherwise indicated, all prices are in US Dollars. MCN may add new products and services for additional fees and charges, or proactively amend fees and charges for Services and/or Materials, at any time in our sole discretion. You represent to MCN that you are an authorized user of the chosen method of payment used to pay any fees you incur plus all applicable taxes.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE FULLY LIABLE FOR ALL FEES AND CHARGES MADE THROUGH YOUR ACCOUNT AND YOUR THIRD PARTY ACCOUNTS. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE NO REFUNDS FOR FEES AND CHARGES MADE THROUGH YOUR ACCOUNT AND YOUR THIRD PARTY ACCOUNTS.

You are responsible for maintaining the confidentiality of your applicable Third Party Accounts information and password; you are entirely responsible for all activities that occur under such accounts and compliance with such site's terms of use and other policies. While you are accessing and/or using the Services utilizing your Third Party Accounts, compliance of all rules and terms in this Terms of Service and our Privacy Policy also apply to you.

You are fully responsible for the management of your Account/Third Party Accounts. You are responsible for all the consequences resulting from negligent management of your Account/Third Party Accounts and your password, fraudulent use, and acceptance of the use of your Accounts/Third Party Accounts by a third-party, and MCN shall not be liable for it.

You are responsible for keeping all information required for accessing the account secure, including password, to prevent unauthorized third parties from unauthorized access to your Account/Third Party Accounts. You must change your password regularly.

7. Virtual Currency/Virtual Goods.

You acknowledge that the Game may include a component of credits you may use within the Game ("Virtual Currency"). The Virtual Currency may be used exclusively within the Game to gain access to and certain limited rights to use virtual items for use exclusively within the Game ("Virtual Goods"). Regardless of the terminology used, The Virtual currency/Virtual Goods you can obtain in the Game does not have its exclusive ownership provided to you. Virtual Currency/Virtual Goods represents a limited license right governed solely under these Terms. Virtual Currency/Virtual Goods provided by MCN includes only a limited license right to use Virtual Currency/Virtual Goods. Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use Virtual Currency/Virtual Goods on and in the Game, and you agree that you have no right, title or ownership in or to any such Virtual Currency/Virtual Goods.

YOU ACKNOWLEDGE AND AGREE THAT VIRTUAL CURRENCY AND VIRTUAL GOODS HAVE NO CASH VALUE AND THAT NEITHER MCN NOR ANY OTHER PERSON OR ENTITY HAS ANY OBLIGATION TO EXCHANGE YOUR VIRTUAL CURRENCY OR VIRTUAL GOODS FOR ANYTHING OF VALUE, AND THAT, IF YOUR ACCOUNT AND/OR YOUR THIRD PARTY ACCOUNTS IS TERMINATED, SUSPENDED OR OTHERWISE MODIFIED OR IF YOUR RIGHT TO ACCESS THE SERVICES IS TERMINATED, THE VIRTUAL CURRENCY, VIRTUAL GOODS AND YOUR ACCOUNT AND/OR THE VIRTUAL CURRENCY, VIRTUAL GOODS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS SHALL ALSO BE TERMINATED AND CEASE TO EXIST.

MCN reserves the right to charge fees for the right to access or use Virtual Currency or Virtual Goods, and/or may distribute Virtual Currency or Virtual Goods without charge, in its sole discretion. For example, MCN may, as a promotion or benefit of membership, provide users with a certain amount of Virtual Currency or a certain Virtual Goods based upon the completion of an activity, such as signing up a certain number of users. You acknowledge and agree that MCN may revise or take action that impacts the perceived value of or pricing for any Virtual Currency, Virtual Goods and/or any Services at any time except as may be stated in writing.

MCN owns the rights to change the value/price of Virtual Currency and/or Virtual Goods sold at the store at any time without prior notice.

All purchases of Virtual Currency and Virtual Goods are final and under no circumstances will be refundable, transferable or exchangeable. YOU UNDERSTAND AND AGREE THAT MCN WILL NOT OFFER REFUNDS FOR VIRTUAL CURRENCY AND/OR VIRTUAL GOODS UNDER ANY CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION TERMINATION OR EXPIRATION OF YOUR ACCOUNT/THIRD PARTY ACCOUNTS, THESE TERMS, OR THE SERVICES, EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW.

By purchasing Virtual Currency and Virtual Goods (e.g. clicking or tapping the relevant purchase button), you are confirming that you want the Virtual Currency and/or Virtual Goods immediately credited to your Account or ready for your use by Third Party Accounts you used to access and/or use the Services and that by doing so you lose any cancellation rights under applicable laws, including but not limited to the EU Consumer Rights Directive (2011/83/EU) and/or any national laws implementing it.

MCN has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Currency and/or Virtual Goods as it sees fit in its sole discretion, and MCN shall have no liability to you or anyone else for the exercise of such rights. For example, Virtual Currency and Virtual Goods will be lost, deleted from your Account, or forfeited when/if your Account is terminated, suspended or closed for any reason or when MCN discontinues any or all of the Services, including without limitation any Services provided or offered through Outside Platforms; and identical and/or similar rules apply to Virtual Currency and Virtual Goods associated with Third Party Accounts used to access our Services.

MCN reserves the right, in its sole discretion, to make all calculations regarding the balance of Virtual Currency in and/or associated with your Account and Third Party Accounts. MCN further reserves the right, in its sole discretion, to determine the number of Virtual Currency that are credited and debited from your Account and Third Party Accounts in connection with your use of the Services (including any games, applications or services provided or offered in the Game or on the Websites or through Outside Platforms), entry into Promotions, and/or purchase of Virtual Goods. While MCN strives to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that MCN's determination of the amount of Virtual Currency in your Account and Third Party Accounts is final, unless you can provide documentation to MCN that such calculation was or is intentionally incorrect.

8. Virtual Currency/Virtual Goods Transfers/Transactions.

Virtual Currency and/or Virtual Goods may not be bartered, exchanged or sold for actual currency, goods or services unless otherwise indicated in the Terms. Any unauthorized transferring, trading, selling or exchanging of any Virtual Currency, Virtual Goods, Accounts, or Third Party Accounts ("Unauthorized Transactions") to anyone, including among other users of the Services is not sanctioned by MCN and is strictly forbidden. All users who participate in such activities do so at their own risk and hereby agree to indemnify MCN against any and all consequences resulting from such actions.

You acknowledge that MCN may stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of the Terms, violations of any other applicable law or regulation, or any intentional act designed to interfere at all with the normal operation of the Services. You further agree that MCN may, in its sole discretion, reverse any transaction that is in its best interest, or may debit your balance of Virtual Currency, including without limitation, taking actions, which may cause your balance to be zero and/or a negative amount. MCN may, in its sole discretion, terminate, suspend, or modify your Account or deny your Third Party Accounts' access to our Services if you engage or assist in any Unauthorized Transaction. Verification of certain information applicable to a transaction involving Virtual Currency and/or Virtual Goods may be required prior to MCN's acceptance thereof.

In addition, as a condition to receiving certain Virtual Currency, Virtual Goods, or other awards for participating in Promotions, you may be required to provide additional information, to sign a release, or to authorize the use of certain biographical or other information about you in MCN's marketing materials, including in the Game, on the Websites and in the Services. You acknowledge and agree that MCN shall have no liability for the use or loss of such information, Virtual Currency and/or Virtual Goods due to any unauthorized third party activity, such as hacking, phishing, password mining, social engineering, and/or any other unauthorized third party or other user's activity. MCN may replace such lost Virtual Currency and/or Virtual Goods under certain circumstances, at its sole discretion on a case-by-case basis, without incurring any obligation or liability. You may be required to provide MCN or its designated agent with your credit card number or other billing information, and related information, in order to purchase Virtual Currency or Virtual Goods. You may also have the option of participating in third party offers to receive Virtual Currency. MCN is not responsible or liable to you for any credit card or bank-related charges and fees related to your transactions on Services, or for your participation in any third party offers. All such transactions are administered by a third party payment processor and/or store. MCN expressly disclaims any liability for any such transactions, and you agree that your sole avenue of recourse regarding such transactions is through such third party processor and/or store. You acknowledge and agree: (a) that any credit card transaction-related information will be treated by MCN as described in the Privacy Policy and, as applicable, in the privacy policy of the third-party payment processor(s) or stores used by MCN on or through the Game, the Websites or Outside Platforms, (b) that all credit card and other payment related information that you provide to MCN, its designated payment processor or store, or a third party providing offers, is accurate, current and complete; (c) that you will pay any and all charges incurred by you or any authorized user of your payment method resulting from your purchase at the rate(s) in effect when such charges are incurred; and (d) that you are responsible for any and all federal, state and local taxes relating to or arising from your purchase. Upon termination of your Account/Third Party Accounts, all Virtual Currency, Virtual Goods, usernames and the like will be forfeited.

9. User Conduct and Content Responsibilities.

While using any of the Game, the Websites, Services and/or Materials, including on or in any Submissions (as defined below), postings or ratings, you agree to follow our standards and guidelines set forth in "Announcements" or "Stickies" found in the Services (such standards are hereby incorporated by reference into these Terms) (collectively, "Standards"). You agree not to:

- Use the Services in any manner that violates any applicable laws or regulations or is prohibited by these Terms;
- "Stalk", harass, threaten, or defraud other MCN users or any members of MCN staff, including by bullying, griefing, SHOUTING, flooding, using excessively large images so that the screen goes by too fast to read, or by hitting the return key repeatedly;
- Create a false identity or impersonate another person or entity, including without limitation, identities falsely indicating that you are a MCN official or representative, message board moderator, guide, another user or host, or that you are a celebrity or public figure;
- Access another user's Account or Third Party Accounts with or without permission;
- Send, post, transmit or make available any pornographic, sexually graphic, threatening, embarrassing, hateful, racially or ethnically insulting, inciteful, deceptive, tortuous, defamatory, libelous, or otherwise inappropriate or offensive comments or content, including any uses of numbers, special characters and/or other foreign (non-English) language characters to replace letters and including any topics that may be harmful to or threaten the security of a child or minor;
- Make offers, advertisements or proposals for goods, services, or other commercial activities outside of MCN;
- Send, post, transmit or make available any unsolicited or inappropriate content, information or Submissions, junk mail, SPAM, chain letters, pyramid schemes, investment opportunities, or other unsolicited or unauthorized commercial or promotional content, information or communications, except as expressly permitted by MCN as set forth in the Terms or in writing;
- Share your password with a third party;
- Send, post, transmit or make available any content, information or Submissions that are subject to intellectual property protection, including, copyright trademark, trade secret or patent rights, or otherwise subject to third party property rights, including rights of privacy and publicity, unless you are the owner of such rights or have permission from the owner of such rights to do so and to grant MCN all the license rights necessary to transmit or maintain such content, information or Submissions;
- Misrepresent the source, identity, or content of information sent, posted, transmitted or made available via the Game, Websites, the Services or Outside Platforms, (such as claiming a created work as your own that is not actually yours);
- Use features of the Services for anything other than their intended purpose, including exploiting glitches for personal gain;

- Interfere with or disable any security-related features of the Services, or any part thereof, including any Services available on or through any Outside Platforms;
- Damage, disable, overburden, or impair the Services, including any Services available on or through any Outside Platforms, including by sending, posting, transmitting or distributing anything that contains a virus or other code intended to damage or interfere with the Services or any portion thereof, or any software, hardware, equipment, system, data, or other information of MCN or any third party;
- Institute an attack upon any server used in connection with the Services, or any portion thereof, or otherwise attempt to disrupt such servers or any Services available thereon or on or through any Outside Platforms, including, by hacking or DOS attacks;
- Intentionally interfere with the operation or fair play of any Services or any other user's enjoyment of such Services;
- Decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any code or underlying ideas or algorithms of any part of the Game, the Websites or Services or Materials
- Use, develop, or distribute any robot (or "bot"), spider, unauthorized script, unauthorized scraper or offline reader, or any other cheat, exploit, mod, bot, hack or the like, or any unauthorized third-party software designed to modify or interfere with or provide automated access to or use of the Services, or any portion thereof, or any Services available on or through any Outside Platforms;
- Frame or mirror any part of the Services without MCN's written permission;
- Buy, sell or trade Virtual Currency/Virtual Goods or user Accounts and/or Third Party Accounts;
- Make improper use of MCN's support services, including by submitting false abuse reports;
- Imply or state that any statements you make are endorsed by MCN without MCN's prior written consent;
- Harvest or collect any information about any user of the Services, including any Services available through Outside Platforms, including Personal Information or other Account information, including password, e-mail addresses, or geo-locations;
- Modify any part of the Services, including any Services available through any Outside Platforms, for your own personal or commercial purposes, including but not limited to, altering, adapting, licensing, sublicensing, or translating the Services; or
- Assist, permit or encourage any party in engaging in any of the activities described in the above listing;

While using each of the Game, the Websites, Services and Materials, you agree to comply with these and all Standards, as well as all applicable laws, rules and regulations, MCN has the sole discretion to delete, suspend, terminate or close your user Account or deny your Third Party Accounts' access to our Services, with or without prior notification to you, for any violation of these Terms, including any of the Standards.

10. Forums & Submissions.

The Services may include features such as ratings, message boards, e-mail services, blogs and/or other forums or areas where you and others can post or transmit information onto or through the Services, including through Outside Platforms (collectively, the "Forums"), and may redistribute content you send/upload/post to the Services or through Outside Platforms. In addition, MCN does not accept or consider from users unsolicited ideas, including ideas for new, changed or improved promotions, products, games, applications, technologies or processes or other ideas (collectively, "User Ideas") or is under no obligation to evaluate, review or use any User Ideas.

By sending, posting or transmitting to MCN photos, graphics, creative suggestions, ideas or User Ideas, notes, concepts, information, ratings or other materials (collectively, "Submissions") or by posting such Submissions to any area of the Services (including without limitation, the Forums) or on Outside Platforms, you grant MCN and our designees and users a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submissions in any media or technology now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you or the provider of the Submissions. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions. Information and Submissions contained on our Forums may be provided by persons not affiliated with us. You must not transmit any Submission to or through the Game, the Websites, Services or Outside Platforms, or to MCN that you consider to be confidential or proprietary, and any Submissions shall be deemed non-confidential. You are responsible and liable for any Submissions. You acknowledge and agree that your communications with other users via the Forums are public and not private communications, and that you have no expectation of privacy concerning your use of the Forums. You acknowledge that any personal information that you communicate via the Forums may be seen and used by others and may result in unsolicited communications. MCN strongly encourages you not to disclose any personal information about yourself in your communications via the Forums. MCN is not responsible for information that you choose to communicate via the Forums or Submission. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums occasionally post Submissions or make statements, whether intentionally or unintentionally, that are inaccurate, misleading, illegal or deceptive. We neither endorse nor are responsible for such Submissions or statements, or for any opinion, advice, information or other utterance made or displayed on the Services, through Outside Platforms, or in any Forums by third persons or parties. The opinions expressed in the Forums reflect solely the opinion(s) of the participants of the Forums and do not necessarily reflect the opinion(s) of MCN. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded

in Submissions or for any results obtained from the use of any such statements or information. Under no circumstances will MCN or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on the Submissions or on any information or materials obtained through the Game, the Websites, Services, or any Outside Platforms. We have no obligation to monitor the Game, the Websites, Services, any Outside Platforms, or the Forums, or any Submissions or other materials that you or other third persons or parties transmit or post on the Game, the Websites, in the Services, on any Outside Platforms, or in the Forums. You acknowledge and agree that MCN has the right (but not the obligation) to do any or all of the following, at its sole discretion: (i) alter, remove, or refuse to post or allow to be posted or stored any Submission or message; (ii) monitor and/or filter any of your communications through the Forums (including without limitation, by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); and/or (iii) disclose any Submission or message or any communication through the Forums, and the circumstances surrounding the transmission thereof, to any third party in order to operate the Game or the Websites or any Services available thereon or through any Outside Platforms to (a) protect MCN and its sponsors, employees, officers, directors, shareholders, agents, representatives and affiliates, and MCN's users and visitors; (b) to comply with legal obligations or governmental requests; and (c) to enforce these Terms; or for any other reason or purpose. Notwithstanding anything stated herein, by posting a Submission you represent and warrant that (1) you own or otherwise control all of the rights including without limitation, all copyrights, to your Submission or are otherwise legally entitled to post the submission; (2) the content is accurate; (3) use of the content you supply does not violate the Terms and will not cause injury to any person or entity; and (4) you will indemnify MCN and/or its subsidiaries and affiliates for all claims resulting from any content, information, and ratings, including without limitation, all Submissions, you supply, provide or transmit to MCN or the Game, the Websites, Services, or any Outside Platforms. MCN has the right, but not the obligation, to monitor and edit or remove any activity or content. MCN takes no responsibility and assumes no liability for any content, materials or Submissions posted by you or any third party. MCN RESERVES THE RIGHT TO REMOVE ANY SUBMISSIONS THAT IT DETERMINES IN ITS SOLE DISCRETION VIOLATES OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING OR APPEARING IN THE GAME, ON THE WEBSITES, IN THE SERVICES, OR IN ANY OUTSIDE PLATFORMS.

MCN may store Submissions indefinitely. However, MCN has no obligation to store Submissions or make Submissions available to you in the future and Submissions may be destroyed without your permission with no liability to MCN for doing so.

11. Blockchain-based contents.

Some of Outside Platforms provide decentralized distributed application/services on a blockchain network, using smart contracts to enable its users to own, buy, sell, transfer, and share unique digital assets such as non-fungible token ("NFT") or fungible token ("FT"). Digital assets reside solely within Outside Platform's blockchain network, and may or may not have value. MCN cannot, and does not, control whether any of digital assets has monetary value on any blockchain network.

MCN may provide blockchain-based contents within the Game in connection with services of such Outside Platforms. The use of blockchain-based contents is not a requirement for the use of the Game, and you are able to decide whether to use it. You must agree to the terms of Outside Platform and complete its user registration in order to use blockchain-based contents within the Game.

MCN can designate some of the Virtual Currency/Virtual Goods as blockchain-based contents, and has the right to change, add, or cancel designated blockchain-based contents at any time at MCN's sole discretion.

You may be able to purchase Virtual Currency designated as blockchain-based contents using FT. If you purchase such Virtual Currency using FT, you are agreeing to Outside Platform's respective terms of services, including without limitation any payment terms, and privacy policies regarding FT as well as the Terms. You may or may not be able to transfer Virtual Currency designated as blockchain-based contents into FT depending on Outside Platform's respective terms of services. MCN does not guarantee possibility of any such transfer, and thus is not responsible for any such transfer.

If you own a certain type of NFT, a certain type of Virtual Goods designated as blockchain-based contents may be provided by MCN to you within the Game at MCN's sole discretion. You may or may not be able to transfer Virtual Goods designated as blockchain-based contents into NFT depending on Outside Platform's respective terms of services. MCN does not guarantee possibility of any such transfer, and thus is not responsible for any such transfer.

MCN has no control over any digital assets generated on Outside Platforms, and cannot ensure that any transaction details you submits via Outside Platforms in connection with the Game will be confirmed or processed. You agree and understand that the transaction details submitted by you via Outside Platforms in connection with the Game may not be completed or may be delayed by Outside Platforms or any supporting blockchain used to process the transaction. As transaction regarding digital assets is processed not on the Game but on Outside Platforms, MCN cannot assist you to cancel or otherwise modify such transaction or details.

You agree that MCN does not guarantee the permanence of value or existence of Virtual

Currency/Virtual Goods designated as blockchain-based contents. You also agree that the values of Virtual Currency/Virtual Goods designated as blockchain-based contents within the Game can be affected through updates, service change, termination, etc. based on MCN's operation directions.

Digital assets characteristically have very high variability, thus MCN has no responsibility or duties related to compensation for damages occurring from value variations in blockchain-based contents and/or NFT/FT. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Game's ecosystem, and therefore the potential utility or value of blockchain-based contents and/or NFT/FT.

MCN has no control over digital assets on Outside Platforms, and thus is not responsible for your digital assets. You are entirely responsible for the management of your digital assets and MCN takes no responsibility for issues arising from poor management. Any and all issues arising out of the use of digital assets are a result of owners' personal decisions regarding their digital assets, thus MCN is not responsible for such issues.

Every transaction that occurs on blockchain network may require the payment of a transaction fee (a "Gas Fee"). The Gas Fee funds the network of computers that run the decentralized blockchain network. This means that you will need to pay a Gas Fee for each transaction related to your digital assets. You acknowledge and agree that the transaction fee will be paid through the blockchain network as part of your payment, MCN has no control over it, and thus is not responsible for such fee.

You are solely responsible for determining what, if any, taxes apply to your digital assets-related transactions. We are not responsible for determining the taxes that apply to your transactions on the Game, the Website, or the smart contracts.

The Game does not store, send, or receive your digital assets such as NFT and FT. This is because NFT/FT exist only by virtue of the ownership record maintained on Outside Platform's supporting blockchain network. Any transfer of digital assets occurs within Outside Platform's supporting blockchain network, and not on the Game or Services.

There are risks associated with using digital assets, 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 MCN will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using Outside Platform's blockchain network, however caused.

The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is incomplete and uncertain, and new regulations or policies may materially adversely affect blockchain-based contents and the development of the Game's ecosystem, and therefore the potential utility or value of digital assets.

12. Termination.

Your right to access and use the Game, the Websites, Services and Materials will remain effective until terminated in accordance with the Terms. MCN reserves the right to revoke the license granted to you herein, and if we do, MCN may terminate your access to and use of the Game, the Websites, Services and Materials and may, in its sole discretion, maintain, delete, or deny your Account and Third Party Accounts used to access our Game, Websites, Services and any items associated therewith, including without limitation any Virtual Currency, Virtual Goods, and Submissions. If MCN revokes your license, MCN will not have any liability to you for any time spent by you, any Virtual Currency, Virtual Goods and/or Submissions associated with your Account or Third Party Accounts, or for any other reason whatsoever. In particular, but without limitation, you understand that value cannot and shall not be attributed to the time that you may spend accumulating Virtual Currency, accumulating or creating Virtual Goods, creating Submissions, or accumulating or creating any other digital and/or virtual objects, and you understand and agree that you will not be compensated under any circumstances for any Virtual Currency, Virtual Goods, or Submissions, regardless of whether you are barred from access to them.

MCN may suspend, terminate, modify, delete, or deny your Account or Using third party account or rights thereto with or without prior notice to you, at any time for any reason or for no reason, including without limitation, for any violation or suspected violation of the Terms or for any other reason that MCN in its sole discretion determines is appropriate. For example, your Account may be deleted and terminated without warning if MCN believes, in its sole discretion, that you are under 13 years of age if you are in or from the United States; if you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete); or MCN has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete. Upon termination, your right to access and use the Game, the Websites, Services and Materials, including without limitation the Virtual Goods and Virtual Currency, will immediately cease. MCN also reserves the right to refuse service to anyone and to remove content, Submissions or Materials for any reason whatsoever in its sole discretion.

You may request for termination of your Account via termination function implemented in Services.

MCN may terminate your Account or take similar actions to your Third Party Accounts' access to our Services, in its discretion, if it has been inactive for a period of at least 6 months. Your Account and/or Third Party Accounts will be considered inactive if you do not log on to any Services using your username and password.

The provisions of Sections 3, 5, 6, 7, 8, 10, 11, 12, 14, 16, 21, 22, 25, 27, 30, 31, 32, 33, 34, 35, and 36, together with those that by their nature continue and survive, will survive any termination of this Terms of Service.

13. Eligibility.

Except as set forth herein, you must be at least 18 years of age to use the Services, or anything accessible or available in the Game or on the Websites or through Outside Platforms, register for an Account, or transmit or post any Submission or any Personal Information to any Forum or Blog or anywhere else in the Game or on the Websites or in the Services. By accessing, using and/or submitting content or messages to or through the Services, including Services available through Outside Platforms, you represent that you are at least 18 years old or older for United States, United Kingdom or Canadian users, or that you are an adult in any other jurisdictions. Users Aged 13-18: IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD'S REGISTRATION WITH THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH CHILD'S USE OF THE SERVICES AND/OR ANYTHING ACCESSIBLE OR AVAILABLE IN THE GAME OR ON THE WEBSITES OR THROUGH OUTSIDE PLATFORMS. YOU ALSO AGREE THAT ANY PAYMENTS AUTHORIZED BY YOUR CHILD SHALL BE YOUR SOLE RESPONSIBILITY. Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

Your use of the Game and Services is not permitted in countries and regions that are not officially included in the service regions. When attempting or using the Services, the access and/or use of the Services can be blocked or suspended, and MCN assumes no responsibilities on all damages that occur when using the Services without approval.

14. Acknowledgements.

You hereby agree and acknowledge that: (a) MCN has the right to obtain without notification to you certain information about your computer, phone, tablets, or other current or future devices and/or software, including without limitation, your operating system, identification of your hard drives, central processing unit, IP address, and Internet browser for purposes of identification and other lawful purposes; (b) MCN has the right to obtain without notification to you non-personal information from your connection to the Services or via any Outside Platforms for demographic or other legal purposes; and (c) MCN has the right to obtain without notification to you information from your devices, software, and parts or portions thereof, including without limitation, your devices' random access memory, video card, central processing unit, hard drive(s) and any other storage devices in order to assist our efforts in policing users who may develop and/or use "hacks." The information obtained in this Section may be used for the purpose of identifying persons or entities not in compliance or believed by MCN to not be in compliance with the Terms and any and all other MCN Standards, rules, policies, notices and/or agreements. You acknowledge and agree that you (and not MCN) are responsible for obtaining and maintaining all telecommunications, broadband, and hardware, equipment, and services needed to access and use any service provided by MCN, including without limitation, the Game, the Websites, Services, or Outside Platforms, and paying all charges related thereto. You also acknowledge that you are responsible for obtaining and maintaining your access to any websites through which you access MCN's products or Services, including the Game and the Websites and any Outside Platforms.

15. Privacy.

MCN uses the information and data you provide in a number of ways to manage the Services, including those Services it makes available through Outside Platforms. For more information, please see our ["Privacy Policy \(Link\)](#) If you do not agree to the terms of the Privacy Policy you may not use the Services, including any Services available through any Outside Platforms. Without limiting the terms of the Privacy Policy, you understand that we do not guarantee that your use of the Services, including any Services available through Outside Platforms, and/or the information provided by you will be private or secure, and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services, including any Services available through any Outside Platforms.

16. Sweepstakes/Contests.

From time to time we may offer or allow you to participate in promotions, giveaways, contests or sweepstakes (each, a "Promotion") in the Game, on our Websites, via the Services, or through a Outside Platforms. Participation in any Promotion is subject to the official rules or guidelines governing that Promotion. MCN may announce rules in connection with any Promotion, but regardless of whether specific rules are announced, all such opportunities will be controlled by the Terms, unless specifically superseded by Promotion-specific rules. In addition, as a condition to receiving any Virtual Currency or other awards or prizes for participating in such Promotions, you may be required to provide additional information, to sign a release, or to authorize the use of certain biographical or other information about you in MCN marketing materials. Please also be aware that if a third party administers the Promotion, your participation may be subject to additional terms and conditions, and you should specifically read such third party's rules, terms of service, and privacy policies before participating. You agree that MCN is not responsible for such third parties' promotions.

17. Accessing Materials.

Access to the Services or materials from territories where their contents are illegal is prohibited. Those who choose to access or use the Services or materials from locations where such access or use is illegal do so at their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the internet, data, e-mail, or privacy. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Users using Services must agree to abide by all local rules regarding online conduct and acceptable content.

18. Copyright Infringement.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by MCN infringe your copyright (for example, materials posted by a user on one of our Forums), you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. Please see the following requirements and specific instructions for submitting a notice to MCN. If you believe that your copyright-protected work has been copied and posted on the Site in a way that constitutes copyright infringement, then please contact MCN's DMCA Agent with the following information (please consult your attorney to better understand your rights and obligations under Section 512(c)

of the Copyright Act and other laws):

- Reasonably sufficient details to enable us to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
- Reasonably sufficient detail to enable us to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
- Your contact information so that we can contact you (for example, your address, telephone number, email address);
- A statement that you have a good faith belief that the use of the material identified in sub-section above is not authorized by the copyright owner, its agent, or the law;
- A written statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed.
- Your physical or electronic signature.

Please send this written notice to our designated agent as follow:

[Sandbox Network Inc.]

Email: legal@sandboxnetwork.net

19. Counter-Notification.

If material that you have posted to the Site has been taken down, you may file a counter-notification that contains the following details:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address and telephone number;
- A statement that you consent to the jurisdiction of the United State District Court for the judicial district in which your address is located or, if your address is outside of the United States, for any judicial district in which MCN, may be found and that you will accept service of process from the person who submitted a notice in compliance with the section (c)(1)(C) of the DMCA, as generally described above;
- Your physical or electronic signature.

Please send this written notice to our designated agent as follows:

[Sandbox Network Inc.]

Email: legal@sandboxnetwork.net

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing, or that the material or activity was removed or disabled by mistake may be subject to liability. Please also be advised that we enforce a policy of terminating the accounts of repeat infringers. A repeat infringer includes any user who has made two or more postings for which we receive a notice of infringement under this DMCA Notice and Takedown Procedure.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Notices and counter-notices with respect to the Services should be sent to MCN's DMCA Agent for Notice of claims of copyright infringement by submitting a request to legal@sandboxnetwork.net

MCN's DMCA Agent for Notice of claims of copyright infringement should be contacted only for the purposes set forth in this Section. ALL OTHER INQUIRIES DIRECTED TO MCN'S DMCA AGENT WILL NOT BE ANSWERED. MISUSE OF THE DMCA CAN SUBJECT YOU TO LIABILITY.

20. Third-Party Offerings.

The Services may include links to other websites or services (including advertisements and payment providers) solely as a convenience to you ("Linked Sites"). The inclusion of any Linked Site does not imply endorsement by MCN of any third party, third party websites or any association with the operators of such Linked Sites. You are responsible for viewing and abiding by the privacy statements and terms of service/use posted at any third party or Linked Sites. The content on Linked Sites is not under the control of MCN. MCN does not provide or endorse any such Linked Sites or the information, material, products, or services contained on or available or accessible on or through any Linked Sites, nor is MCN responsible if the Linked Site is not functioning properly.

Furthermore, MCN makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. Access and use of Linked Sites, including the information, material, products, and services on Linked Sites or available through Linked Sites, is solely at your own risk, and you acknowledge and agree that MCN is not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused

by your use of any or dealings with any Linked Site or as the result of the presence of any advertisers in the Services or available through any Outside Platforms. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services are solely between you and such advertiser. Any dealings with third parties, such as advertisers, included within the Services or through any Outside Platforms or participation in Promotions involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. MCN is neither responsible nor liable for any part of such dealings or Promotions.

Using services or contents of Outside Platforms in connection with the Game is your responsibility, and Outside Platforms' terms and conditions apply. MCN is not responsible for any issues that may occur with the use of services or contents of Outside Platforms in connection with the Services. MCN does not guarantee legality, integrity, safety, or accuracy for all websites, platforms, etc. that can be accessed through Outside Platforms in connection with the Services. Upon use of Outside Platforms in connection with the Services, you must sufficiently understand, review, and agree with Outside Platforms' terms and conditions, and must take full responsibility for the damages and danger arising out of use of Outside Platforms.

21. Disclaimer of Warranties.

THE GAME, THE WEBSITES, SERVICES AND THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES OBTAINED OR AVAILABLE THROUGH THE GAME OR THE WEBSITES OR ANY OUTSIDE PLATFORMS, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MCN AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM AND EXCLUDE ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. MCN AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE GAME, THE WEBSITES, SERVICES, OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES AVAILABLE THROUGH ANY OUTSIDE PLATFORMS, WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE MATERIALS (OR ANY PART THEREOF INCLUDING THE SERVICES), THE SUBMISSIONS, THE SERVER(S) ON WHICH THE GAME, THE WEBSITES OR SERVICES ARE HOSTED, OR ANY PRODUCTS OR SERVICES AVAILABLE ON ANY OUTSIDE PLATFORMS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO OPINION, ADVICE OR STATEMENT OF MCN OR ITS AFFILIATES, LICENSORS, SUPPLIERS,

ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE IN THE SERVICES OR MATERIALS, ON OUTSIDE PLATFORMS OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SERVICES AND MATERIALS, INCLUDING WITHOUT LIMITATION ANY PRODUCTS AND SERVICES PROVIDED THROUGH THE GAME, THE WEBSITES OR ON ANY OUTSIDE PLATFORMS, ARE ENTIRELY AT YOUR OWN RISK.

22. Limitation of Liability.

NEITHER MCN NOR ANY OF OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES AND/OR MATERIALS, INCLUDING ANY MATERIALS AVAILABLE THROUGH ANY OUTSIDE PLATFORMS, SUBMISSIONS, ANY LINKED WEBSITES OR ANY CODE, PRODUCT OR SERVICE PURCHASED, ACCESSIBLE OR USABLE THROUGH THE GAME OR THE WEBSITES OR ANY OUTSIDE PLATFORMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, MATERIALS, INCLUDING ANY PRODUCTS OR SERVICES OR THROUGH ANY OUTSIDE PLATFORMS, SUBMISSIONS OR ANY LINKED WEBSITES IS TO STOP USING THE GAME, THE WEBSITES, MATERIALS, SUBMISSIONS, PRODUCTS, SERVICES, OR LINKED WEBSITES, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO MCN FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO MCN IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, TO ACCESS OR USE THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND MCN OR A REPRESENTATIVE OF MCN CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS. MULTIPLE CLAIMS WILL NOT INCREASE THE MONETARY DAMAGES LIMIT STATED HEREIN. YOU AGREE THAT THE DAMAGE EXCLUSIONS IN THESE TERMS OF SERVICE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

23. Inaccuracies.

A possibility exists that the Services, Materials, including any Services provided on any Outside Platforms, or Submissions could include inaccuracies or errors, or information or materials that violate the Terms. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Services or Materials, including any Services available on any Outside Platforms. Although MCN attempts to ensure the integrity of the Services and Materials, including the Services on Outside Platforms, we make no guarantees as to the Service' or Materials' completeness or correctness. In the event that a situation arises in which the Services' or Materials' completeness or correctness is in question, please submit a request via customer inquiry function implemented in Services with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Services or Outside Platforms at issue, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Copyright Infringement" above.

24. System Outages.

MCN periodically schedules system downtime for the Services for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that MCN has no responsibility and is not liable for: (a) the unavailability of the Services including those available on Outside Platforms; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Services, any Internet service providers, any Outside Platforms, or any Internet facilities and networks.

25. Indemnification.

You agree to indemnify, defend, and hold harmless MCN, its officers, directors, partners, employees, consultants, and agents, from and against any third party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) any allegation that any Submission or other information you post, submit to us or transmit to the Services or through a Outside Platforms infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other right of any third party; (b) your breach or violation (including through use of your username or Account or Third Party Accounts, whether or not by you) of the Terms, including the Standards, or any applicable laws or regulations; (c) your access to and use any of the Game, the Websites, Services or the

Materials, including any Services available on Outside Platforms, or Submissions; (d) any viruses, trojan horses, worms, time bombs, cancelbots, spyware, or other similar harmful programming routines posted, submitted or transmitted by you to the Game, the Websites, in the Services, or on any Outside Platforms; and/or (e) any claim that one of your postings, User Ideas or Submissions caused damage to a third party, including without limitation, libel, defamation, loss of or harm to reputation or any other damage whatsoever.

26. Notice for California Users.

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at Department of Consumer Affairs Consumer Information Division 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834.

27. Statute of Limitations.

Any claim or cause of action arising out of or related to use of the Services, the Materials, including any Services or information available through Outside Platforms, or the Terms must be filed within 1 year after such claim or cause of action arose regardless of any statutes or law to the contrary. In the event any such claim or cause of action is not filed within such 1-year period, such claim or cause of action are forever barred.

28. Modifications to these Terms of Service.

MCN has included the effective date of these Terms of Service on the first page of this document. MCN reserves the right to make changes to any Terms at any time, however, MCN shall provide notification to you in advance of any changes becoming effective and update the effective date. Your continued use of the Service after such notification will constitute your acceptance of such changes. The revised Terms supersede all previous notices or statements regarding the Services and Materials. For this reason, we encourage you to review these Terms any time you access or use the Services or materials, and recommend that you print out a copy for your records. Upon our request, you agree to accept or sign of a non-electronic version of these Terms of Service and any other policies or agreements set forth or available on or through the Services or any Outside Platforms. If you do not agree to any parts of our Terms of Service, your only remedy is to discontinue your use of the Service and to close any accounts you have created using the Service through steps described in Section 11.

29. Mobile Terms.

In order to use the Services and Materials, you must have a wireless mobile device capable of two-way messaging and wireless service (with SMS (text messaging) capability) through a participating mobile service provider. You agree that are solely responsible for all message & data charges that you incur from your mobile service provider for your use of Services and Materials. These charges may include standard and premium SMS charges and may be a one-time or reoccurring charge. All charges are billed by and payable to your mobile service provider. Please contact your mobile service provider for pricing plans and details. MCN is not liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages.

30. Notice.

Except as explicitly stated otherwise, legal notices will be served on MCN's national registered agent or to the e-mail address you provide to MCN during the registration process or the latest and current e-mail address you would have updated to MCN in accordance to Section 5 herein. Notice will be deemed given twenty-four hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through your registration for any of the Services. In such case, notice will be deemed given three days after the date of mailing.

31. Waiver.

The failure of MCN to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by MCN.

32. Informal Negotiations/Notice of Dispute.

You and MCN agree to first attempt to negotiate any dispute relating to the Terms ("Dispute") informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute

must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). MCN will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to legal@sandboxnetwork.net

33. Dispute Resolutions.

Unrelated to the law conflict principle or your country of residence, you agree that the application of UN agreement in relation to international item sale contract is exclusively excluded. If there is a claim against MCN, it is highly recommended that the solution be found through MCN's customer center.

In relation to the dispute, you must actively participate in mediations provided by MCN, and upon agreeing with this, you agree to abandon all rights to litigate the dispute through the court and allow a judge or jury to decide your case.

All disputes in relation to the Terms must be raised within 1 year in the small claims court or the mediation process within the range permitted by the legislation.

The 1 year period starts from the first point at which the dispute notification can be first submitted. It is permanently forbidden if the dispute is not raised within 1 year.

34. No Class Actions.

You and MCN agree that a party can only bring a claim against each other on an individual basis. That means: (a) neither you nor MCN can bring a claim as a plaintiff or class member in a class action, consolidated action or representative action; (b) an arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any consolidated, class or representative arbitration proceeding (unless both parties agree otherwise in writing); (c) an arbitrator's decision or award in one person's case can only impact the person who brought the claim, not other MCN users, and cannot be used to decide other disputes with other users. You shall have the right to opt out of this waiver of class action by providing written notice of your intention to do so to MCN within 30 days of your commencing use of our Services.

35. Severability.

If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

36. Assignment.

The Terms and any related rights and licenses granted hereunder, may not be transferred or assigned by you without MCN's prior written consent, but may be assigned by MCN freely without restriction.

37. Entire Agreement.

This is the entire agreement between you and MCN relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter.

38. Miscellaneous.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. MCN's performance of the Terms is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of MCN's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Game, the Websites, Services, including without limitation those available through Outside Platforms, and any information provided to or gathered by MCN with respect to such use(s). A printed version of the Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to the Terms must be written in the English language. Should you have any questions or concerns regarding these Terms of Service, please contact us through legal@sandboxnetwork.net.

Attn: Questions on Terms of Service