

# TERMS OF SERVICE

## 1. INTRODUCTION

Welcome to Revolution Gaming's Terms of Service. These terms, in conjunction with any supplementary policies, establish a legally binding agreement between you (whether an individual or entity) and Revolution Gaming ("we," "us," or "our"). They govern your use of our website, [www.revolutiongaming.io](http://www.revolutiongaming.io) (the "Site"), and our gaming applications (the "App"), as well as any other media channels, mobile websites, and applications provided by Revolution Gaming (collectively referred to as the "Services").

Kindly note that our Services encompass distributed applications operating on various blockchain networks, such as the Ethereum Network. These applications employ smart contracts to interact with and leverage digital entities known as "Marbles," as well as other digital assets such as tokens, toppers, and resources. These Digital Assets can be visualized through our Services and third-party platforms.

It is imperative that you adhere to all applicable laws when accessing and utilizing our Services. Please refrain from using or distributing the Services in jurisdictions where it is contrary to the law or subject to registration requirements or other regulations.

To utilize our Services, you must be at least 18 years of age. Individuals below the age of 18 are prohibited from registering or utilizing our Services.

Our Services comprise a marketplace that facilitates the buying and selling of Digital Assets among users. Please be aware that unless Revolution Gaming acts as the seller, we bear no responsibility for any disputes, issues, or liabilities arising from these transactions. It is solely your responsibility to verify the identity, legitimacy, and authenticity of any Digital Assets that you purchase. Revolution Gaming does not act as a broker, financial institution, or creditor.

We kindly request you to review Section 13 for information regarding dispute resolution between you and Revolution Gaming. This section includes an agreement for binding and final individual arbitration in most cases. We encourage you to read this section meticulously.

By utilizing our Services, you provide consent to receive communications from us, including emails, text messages, calls, and push notifications. This consent is outlined in Section 4 of these Terms of Service.

Access to and use of our Services are exclusively granted under the terms specified in these Terms of Service. Failure to agree with or accept these terms expressly prohibits you from using our Services, and you must discontinue use immediately.

For comprehensive details on how we collect, use, and share your personal information, please refer to our Privacy Policy. By submitting data through our Services, you explicitly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

We reserve the right to modify or amend these Terms of Service at our discretion. We will provide notice of such changes, such as through email notifications (if we have a valid email address for you), notifications within the Services, or by updating the "Last Updated" date at the beginning of these Terms of Service. By continuing to use the Services following any updates, you confirm your acceptance of the revised Terms of Service and all incorporated terms. We strongly advise you to regularly review these Terms of Service to ensure your understanding of the terms and conditions that apply when using our Services. If you disagree with the revised Terms of Service, you may not access or use the Services.

## **2. OUR SERVICE**

**General:** Revolution Gaming provides an online platform that allows users to access and engage with a variety of digital assets within one or more games offered through our Services. These digital assets, referred to as "Digital Assets," can be viewed, offered for purchase, and purchased by users. Additionally, users may have the ability to mint certain Digital Assets as non-fungible tokens ("NFTs") on blockchain networks. To access specific Services, including the purchase of Digital Assets, users must connect a compatible digital wallet to our platform.

**Minting Digital Assets:** When you mint a Digital Asset as an NFT, you agree to comply with any embedded terms, licenses, or payment rights associated with that particular Digital Asset. Revolution Gaming does not guarantee the transferability or utility of Digital Assets on any other platform.

**Digital Asset Terms:** The purchase, sale, or use of Digital Assets, including those comprising Revolution Gaming's Content (defined below), may be subject to limitations and additional terms. These terms could include fees associated with subsequent sales of Digital Assets (referred to as "Secondary Sale Fees"). Revolution Gaming will display these terms at the point of sale or within the Services, collectively known as the "Digital Asset Terms."

**Transacting in Digital Assets:** All transactions involving Digital Assets are managed and confirmed on the blockchain. By engaging in a transaction, you acknowledge that your blockchain public address may become publicly visible. Revolution Gaming is not a party to any transaction or dispute between the initial minter and subsequent owner of a Digital Asset, unless Revolution Gaming is the owner of that Digital Asset.

**Marketplace:** The Marketplace within Revolution Gaming allows users to buy, sell, and trade certain Digital Assets with other users. The pricing, payment terms, and details pertaining to Digital Asset offerings on the Marketplace will be specified at the point of sale. Revolution Gaming reserves the right to limit the use of the Marketplace for specific Digital Assets or

collections of Digital Assets. Sellers on the Marketplace are responsible for offering Digital Assets, while Buyers engage in transactions with the Sellers. Once purchased, users may have the option to resell Digital Assets on the Marketplace or third-party platforms, subject to these Terms of Service and any supplemental terms. Revolution Gaming does not act as the Seller of any Digital Asset listed on the Marketplace, and we do not provide or deliver Digital Assets. While we may facilitate dispute resolution, we do not control the selling, compensation, or completion of transactions between Buyers and Sellers on the Marketplace. Pricing and guidance provided by Revolution Gaming are purely informational, and we assume no responsibility for the quality, safety, timing, legality, or any other aspect of Digital Assets advertised or sold by Sellers.

**Selling on the Marketplace:** Before using the Marketplace to sell Digital Assets, please carefully review the following important information about procedures. In compliance with anti-terrorism and anti-money laundering measures, Revolution Gaming may request additional information or copies of identifying documents to verify your identity.

**Disclaimers with respect to the service:** The information provided by Revolution Gaming on any platform or through our Services is strictly for informational and entertainment purposes. It should not be construed as, nor is it intended as, an offer to sell or the solicitation of an offer to buy any interest in any security, entity, investment vehicle, or contract, including digital assets. We advise users to exercise caution and conduct their own research before making any investment decisions or engaging in financial transactions.

**Updates:** You acknowledge that our Services are continuously evolving, and to ensure continued access, we may require you to accept updates. We reserve the right to update the Services with or without prior notification. It may be necessary for you to update third-party software periodically in order to utilize the Services effectively. Any future releases, updates, or additions to the Services will be subject to these Terms of Use.

Revolution Gaming, along with its suppliers and service providers, retains all rights not explicitly granted in these Terms of Use. Any unauthorized use of the Services will result in the termination of the licenses granted by us, in accordance with these Terms of Use.

### **3. INTELLECTUAL PROPERTY RIGHTS**

**Ownership:** Unless otherwise indicated in writing by Revolution Gaming or its affiliates, licensors, or users, all content and materials contained within Revolution Gaming, including designs, text, graphics, pictures, information, data, software, sound files, and other files (collectively referred to as "Content"), are the proprietary property of Revolution Gaming. The Revolution Gaming logo and any Revolution Gaming product, service name, logo, slogan, trademark, and service mark contained therein (the "Marks") are owned or controlled by Revolution Gaming and are protected by copyright and trademark laws, as well as other intellectual property rights and unfair competition laws.

Usage: Except as expressly provided in these Intellectual Property Rights for Revolution Gaming, no part of Revolution Gaming's services, Content, or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without the prior written permission of Revolution Gaming. Any reference to products, services, processes, or other information by name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by Revolution Gaming.

Limited License: Subject to your ongoing compliance with these Intellectual Property Rights and your eligibility to use Revolution Gaming's services, Revolution Gaming grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable right to access and use Revolution Gaming's services and Content for your own personal, non-commercial use. However, this right does not include the following: (i) selling, reselling, or using Revolution Gaming's services or Content commercially; (ii) distributing, publicly performing, or publicly displaying any Content; (iii) modifying or making derivative uses of the services or Content; (iv) using data mining or similar methods to gather or extract information; (v) downloading any portion of the services or Content, except as expressly permitted; or (vi) using the services or Content for purposes other than their intended use.

Restrictions: Without Revolution Gaming's express prior written consent, you agree not to modify, distort, or perform any other changes to the Content in any way that includes shapes, designs, drawings, attributes, or color schemes. You also agree not to use the Content as a brand or trademark to advertise, market, or sell any product or service unless authorized. Additionally, you must not use the Content in connection with media that promotes hatred, intolerance, violence, cruelty, or infringes upon the rights of others or promotes illegal activities. You are prohibited from selling, distributing, or commercializing merchandise that includes or consists of the Content. Creating additional intellectual property rights in the Content, using the Content in a disparaging manner, or utilizing the Content for commercial benefit without authorization is strictly prohibited.

Termination: In the event of a breach of these Intellectual Property Rights or any unauthorized transfer or acquisition of Revolution Gaming's services or Content, Revolution Gaming reserves the right to terminate the license granted herein. Upon termination, all rights granted to you will cease, and you must discontinue the use of Revolution Gaming's services, Content, and Marks.

#### **4. COMMUNICATION**

By accessing or using the Services provided by Revolution Gaming, you acknowledge and consent to receiving communications from us through electronic means, including email, Discord, or posting notices within the Services. These communications may include important information about your use of the Services, such as transactional details, and are considered a vital part of your relationship with us. You agree that any notices, agreements, disclosures, or

other communications that we provide electronically satisfy all legal requirements for written communication. It is recommended that you retain copies of these electronic communications by either printing a physical copy or saving an electronic version. Please note that we are under no obligation to store or provide access to such electronic communications for your future reference.

## 5. USER REGISTRATION

**Creating an Account.** To access specific features of the Services provided by Revolution Gaming, you may need to create an account on the platform ("Account"). By creating an Account, you agree to the following terms: (i) Provide accurate, current, and complete information about yourself, including contact details such as your email, as requested in the registration form ("Registration Data"); (ii) Keep the Registration Data updated and promptly inform Revolution Gaming of any changes to ensure its accuracy and completeness; (iii) Consent to Revolution Gaming using your Registration Data in compliance with applicable laws, including sharing it with third parties; and (iv) Consent to receive electronic communications from Revolution Gaming, such as email or other means, regarding account-related notices, promotional materials, and marketing communications from Revolution Gaming or third parties with whom your contact information has been shared. You confirm that you are (A) at least eighteen (18) years old, and (B) not prohibited from using the Services by the laws of your place of residence or any other relevant jurisdiction. You are responsible for all activities carried out using your Account, including any use of payment instruments (e.g., digital wallets) initiated or enabled through your Account. You agree not to share your Account or password with anyone, and you must promptly notify Revolution Gaming of any unauthorized use of your password or any security breaches. If you provide false, inaccurate, outdated, or incomplete information, including Registration Data, or if Revolution Gaming has reasonable grounds to suspect such information, Revolution Gaming reserves the right to suspend or terminate your Account and refuse your current or future use of the Services (or any portion thereof). Unless expressly permitted in writing by Revolution Gaming, you agree not to create an Account using false identity or information or on behalf of anyone other than yourself. Revolution Gaming reserves the right to remove or reclaim usernames at its discretion, including circumstances where a username violates the rights of a third party. Regardless of the above, you acknowledge and agree that you have no ownership or property interest in your Account, and all rights associated with your Account are and shall remain the sole property of Revolution Gaming.

**User Representations and Warranties.** By using the Services, you represent and warrant to Revolution Gaming, its affiliates, and their respective representatives as follows:

- **Authority.** You possess the necessary capacity, power, and authority to enter into these Terms and fulfill your obligations.
- **Accuracy of Information.** The information provided by you to Revolution Gaming and/or its third-party designees, including Registration Data, is accurate and complete. Neither you, your affiliates, nor any other party with a beneficial interest in you, including those for whom you act as an agent or nominee, falls into the following categories: (A) a

country, territory, entity, or individual listed on any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list or the Office of Foreign Assets Control of the U.S. Department of the Treasury list available at <http://www.treas.gov/ofac>), or is prohibited under the OFAC programs, whether listed on the OFAC list or not, or is listed on the denied persons or entity list of the U.S. Department of Commerce; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

- **Independent Investigation and Non-Reliance.** You possess sufficient knowledge and understanding of blockchain technologies and digital assets. Additionally, you have independently investigated the Services and matters covered by these Terms, formed your own judgment regarding the benefits, risks, and necessary practices related to them, and based your decision to use the Services solely on the results of such investigation and your independent judgment. You acknowledge the uncertain legal requirements concerning blockchain technologies and digital assets, including the Digital Assets. You have independently examined potentially applicable legal requirements, risks, and uncertainties, including the risk that governmental entities or other parties may assert that any digital assets or cryptographic tokens (including the Digital Assets) may be considered securities under applicable laws. Therefore, you fully disclaim and disavow reliance on any statements, representations, or information provided by Revolution Gaming when entering into these Terms or using the Services.
- **Litigation.** There are no pending legal proceedings related to your activities on the Services or any token, digital asset, or blockchain technology-related activities.
- **Compliance.** You have complied with all applicable legal requirements regarding blockchain technologies or token trading activities and have not violated any of them. No governmental investigation or review is pending or, to your knowledge, threatened against you. No government order or action restricts you or any of your representatives from engaging in or continuing any conduct, activity, or practice.

You must provide all necessary equipment and software to connect to the Services, including but not limited to a suitable mobile device if the Services offer a mobile component. You are solely responsible for any fees, including internet connection or mobile fees, incurred while accessing the Services.

## 6. FEES AND PAYMENT

The pricing and payment terms for Digital Assets will be indicated at the point of sale or within the Services. Any payment obligations you incur are binding at the time of purchase, and you may not substitute any other currency, cryptocurrency, or fiat currency for the agreed-upon payment currency. Fluctuations in currency value, whether cryptocurrency or otherwise, do not impact or excuse your payment obligations. If you purchase a Digital Asset, you agree to be bound by the applicable Digital Asset Terms, including any Secondary Sale Fee. You also agree to bind any subsequent purchaser of the Digital Asset to those Digital Asset Terms.

Payment processing and related services (e.g., digital wallet management, card acceptance, merchant settlement) for the Services will be performed by Revolution Gaming's third-party dApp providers, such as Metamask. Your use of the Services and the payment processing services provided by a dApp Provider are subject to your agreement with the dApp Provider for such services, including any modifications made by the dApp Provider from time to time ("dApp Provider Agreement"). To use the dApp Provider's payment processing services, you must provide accurate and complete information, authorizing Revolution Gaming to share this information with the dApp Provider and charge your payment method for all amounts due. Your use of the dApp Provider's payment processing services is subject to compliance with the dApp Provider Agreement. If the dApp Provider terminates the agreement, you may not be able to use the Services, or your use may be suspended or terminated. Revolution Gaming may introduce additional payment processing services, which will be subject to notice and may include additional terms or conditions. Revolution Gaming has no control over the dApp Provider's payment processing services and cannot reverse or refund transactions.

Each blockchain may require the payment of a transaction fee ("Gas Fee") for every transaction occurring on that blockchain, based on its structure and composition. You may need to pay a Gas Fee for each transaction performed through the Services. Gas Fees may vary due to market conditions on the applicable blockchain, and Revolution Gaming holds no liability in connection with Gas Fees.

In addition to the Gas Fee, when you use a Smart Contract to transact with another user via the Marketplace or other parts of the Services, you authorize Revolution Gaming to collect a commission based on the total value of that transaction ("Commission"). You acknowledge and agree that the Commission will be transferred to Revolution Gaming through the blockchain as part of the transaction.

If Revolution Gaming has a legal obligation to collect any Sales Tax related to these Terms, including taxes resulting from your purchase or sale of any Digital Assets, Revolution Gaming will collect the Sales Tax. If any services, products, or payments under this Agreement are subject to tax, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

## **7. USER CONTENT**

"User Content" refers to any information and content that users submit to or use with Revolution Gaming's Services, including content in user profiles or postings, as well as Revolution Gaming's profiles on other platforms like Discord. You are solely responsible for the User Content you provide and assume all associated risks. This includes any reliance placed on the accuracy, completeness, or usefulness of your User Content by others, as well as any

disclosure of personally identifiable information related to you or any third party. By submitting User Content, you represent and warrant that content. You may not misrepresent or imply that your User Content is provided, sponsored, or endorsed by Revolution Gaming.

Revolution Gaming is not obligated to backup User Content, and it may be deleted without prior notice. It is your responsibility to create and maintain your own backup copies of your User Content if desired.

By submitting User Content, you grant Revolution Gaming an irrevocable, non-exclusive, royalty-free, fully paid, worldwide license to reproduce, distribute, publicly display and perform, create derivative works of, incorporate into other works, and otherwise use and exploit your User Content. This includes granting sublicenses of these rights to provide and improve the Services and our other products and services. You also waive any claims or assertions of moral rights or attribution with respect to your User Content.

Revolution Gaming reserves the right, at its sole discretion, to review, refuse, and/or remove any User Content. We may also take appropriate action, including investigating and reporting any violations of the Acceptable Use Policy or these Terms, as well as terminating your access to the Service as outlined in Section 11.

You acknowledge and agree that any questions, comments, suggestions, ideas, documents, proposals, feedback, or other information regarding the Services ("Submissions") provided by you to Revolution Gaming are done so at your own risk. Revolution Gaming has no obligations, including obligations of confidentiality, with respect to such Submissions. By providing Submissions, you grant Revolution Gaming a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit the Submissions in any manner. This license is granted for the operation and maintenance of the Services and Revolution Gaming's business. To the fullest extent permitted by applicable law, you waive any moral rights associated with the Submissions that would limit the foregoing license grant. You also warrant that any Submissions you provide are original or that you have the right to submit them and grant the aforementioned licenses.

## **8. INTERACTIONS**

You are solely responsible for your interactions with other users and any other parties you engage with. However, we reserve the right to intervene in disputes between users, although we are not obligated to do so. The Services may include User Content provided by other users, and we do not control or take responsibility for such User Content. We have no obligation to review, monitor, approve, endorse, or make representations or warranties regarding User Content, including any User Content available through the Services. Your use of User Content and interactions with other users are at your own risk. Revolution Gaming will not be liable for any

liability arising from your interactions with other users. Exercise caution and use common sense when interacting with others, both online and offline. The Revolution Gaming Parties, including our subsidiaries, affiliates, employees, agents, partners, suppliers, and licensors, are not responsible for the conduct of any user, whether online or offline. No Revolution Gaming Party will be liable for any claims, injuries, or damages resulting from your interactions with other users or your use or inability to use any digital asset purchased from a seller.

## **9. THIRD-PARTY WEBSITES & CONTENT**

The Services provided by Revolution Gaming may contain links to third-party websites ("Third-Party Websites") as well as content from third parties ("Third-Party Content"), including articles, photographs, text, graphics, videos, music, applications, and advertisements. When you click on a link to a Third-Party Website or access Third-Party Content, you acknowledge that you are leaving the Services and becoming subject to the terms and conditions, including privacy policies, of that website or destination. Revolution Gaming does not provide a warning when you leave the Services. We do not control or monitor Third-Party Websites or Third-Party Content, and we are not responsible for their accuracy, appropriateness, completeness, or privacy practices. This includes any content, advertisements, services, or products on Third-Party Websites accessed through our Site and/or App. The inclusion of links or the availability and use of Third-Party Websites or Third-Party Content does not imply our approval or endorsement. If you choose to access Third-Party Websites or use Third-Party Content, you do so at your own risk, and the Terms of Use of Revolution Gaming will no longer apply. It is your responsibility to review the applicable terms, policies, and practices, including privacy and data gathering, of any website you navigate to or any applications you use or install from Third-Party Websites. Any purchases made through Third-Party Websites will be exclusively between you and the third party, and Revolution Gaming takes no responsibility for such purchases. By using the Services, you acknowledge that we do not endorse the products and services offered on Third-Party Websites, and you waive any claims against Revolution Gaming arising from or related to Third-Party Content or Third-Party Websites. If you are an advertiser, you warrant and represent that you have the necessary rights and authority to place advertisements on the Site and/or the App, including intellectual property rights, publicity rights, and contractual rights.

## **10. TERMINATION**

If you wish to terminate the Services provided by Revolution Gaming, you can do so by notifying us at any time and closing your Account. However, please note that even after termination, these Terms will continue to apply to any Digital Assets owned by you and all of your User Content. We reserve the right, in our sole discretion and without notice or liability, to terminate this agreement and deny access to the Services to any person for any reason or no reason, including but not limited to a breach of these Terms of Use or violation of any applicable laws.

We may terminate your use of the Services or delete your Account without warning. If your Account is terminated or suspended, you are prohibited from creating a new Account or using the Services on behalf of yourself or any third party. Please note that upon termination, your User Content associated with the Services may be deleted from our databases. We shall not be liable to you for any termination of your rights under this Agreement or for the deletion of your User Content. Certain sections of these Terms will survive the termination of this Agreement, as intended by their nature.

## **11. GOVERNING LAW**

These Terms of Use and your use of the Services are governed by and constructed in accordance with the laws of France as applicable to agreements made and to be entirely performed in France, without regard to its conflicts of law principles.

## **12. DISCLAIMERS**

You understand and agree that your access to and use of the Services provided by Revolution Gaming are at your sole risk. The Services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied. Revolution Gaming Parties make no express warranties and hereby disclaim all implied warranties regarding the Services and any part thereof, including the Site, any smart contract, or any external websites. This includes, but is not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, and reliability.

We do not warrant or represent that:

- Your access to or use of the Services will meet your requirements.
- Your access to or use of the Services will be uninterrupted, timely, secure, or free from errors.
- Usage data provided through the Services will be accurate.
- The Services or any content, services, or features made available on or through the Services are free of viruses or other harmful components.
- Any data you disclose when using the Services will be secure.
- Please note that some jurisdictions may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

You accept the inherent security risks of providing information and dealing online over the internet, and you agree that we have no liability or responsibility for any breach of security unless it is due to our gross negligence. We will not be responsible or liable for any losses you incur as a result of your use of the Ethereum Network, the Metamask electronic wallet, or any other third-party services or third-party blockchains. This includes, but is not limited to, losses, damages, or claims arising from user error, server failure or data loss, corrupted wallet files,

unauthorized access or activities by third parties, including viruses, phishing, brute-forcing, or other means of attack.

Revolution Gaming has no control over and makes no guarantees or promises regarding any Digital Assets. We are not responsible for losses due to blockchains or any other features or inherent issues related to blockchain technology. This includes but is not limited to late or no reports of any issues with the blockchain supporting any blockchain network, forks, technical node issues, and any other issues resulting in the loss of funds.

You acknowledge and agree that Revolution Gaming Parties are not liable and you agree not to hold any Revolution Gaming Party liable for the conduct of third parties, including operators of external sites. The risk of economic damages from such third parties rests entirely with you. You are solely responsible for all your communications and interactions with other users of the Services. We do not attempt to verify the statements of users and make no representations or warranties regarding their conduct or compatibility. You agree to exercise reasonable precautions in all communications and interactions with other users, particularly if you decide to meet offline or in person. We do not conduct background checks on any user. We make no warranty that goods or services provided by third parties will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

We are not responsible for any losses or harm sustained by you due to vulnerabilities or any failures or abnormal behavior of software, blockchains, or any other features related to the Digital Assets. We are not responsible for casualties resulting from delays or failures by developers or representatives to report issues with blockchains supporting Digital Assets, including forks, technical node issues, or any other issues resulting in losses.

Please note that we do not transfer legal ownership of Digital Assets from the seller to the buyer. Furthermore, we cannot guarantee continuous or secure access to the Services, and the operation of the Services may be interfered with by factors beyond our control. Therefore, to the extent permitted by law, we exclude all implied warranties, terms, and conditions.

### **13. ASSUMPTION OF RISK**

You accept and acknowledge each of the following:

The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Digital Assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Digital Assets will not lose money.

You are solely responsible for determining what, if any, taxes apply to your Digital Asset-related transactions. Revolution Gaming is not responsible for determining the taxes that apply to your transactions on the Services.

The Services do not store, send, or receive Digital Assets. This is because Digital Assets exist only by virtue of the ownership record maintained on the applicable Digital Asset's supporting blockchain. Any transfer of Digital Assets occurs only on the supporting blockchain, and not on the Services.

There are risks associated with using Digital Assets and cryptocurrencies, 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 we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Blockchains or any other blockchain, however caused.

A lack of use or public interest in the creation and development of distributed ecosystems (including without limitation the Blockchains) could negatively impact the development of the Revolution Gaming ecosystem, and therefore the potential utility or value of Digital Assets.

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

Upgrades to the Blockchains may have unintended, adverse effects on the Services, including any Digital Assets made available by Revolution Gaming.

#### **14. MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Services, or with respect to the Services, constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. You may not assign these Terms of Use, or any of your rights or obligations hereunder, by operation of law or otherwise, without our prior written consent. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, and unenforceable, that provision or part of the provision will be construed in a manner to reflect, as nearly as possible, the original intention of the Parties, and the remaining portions will remain in full force and effect. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Services. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. The communications between you and Revolution Gaming may take place via electronic means, whether you visit the Services or send Revolution Gaming e-mails, or

whether Revolution Gaming posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Revolution Gaming in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Revolution Gaming provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, which may include without limitation the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”) or any comparable law or rule of your jurisdiction.

**LAST UPDATED: JUNE 15, 2023**