

FITCHIN TERMS OF USE

Last modified on January 4th 2024

Welcome to FITCHIN. These TERMS OF USE (this “Agreement”) are agreed upon between FITCHIN Ltd. a company registered in the British Virgin Islands (“FITCHIN”, “we” or “us”) and you (“You” or “Your”). These terms and conditions of use (“Terms”) govern your access to and use of the FITCHIN website(s), our APIs, mobile app (the “App”), and any other software, tools, electronic device, features, or functionalities provided on or in connection with our services including without limitation using our services to

- (i) organize and/or participate in video games tournaments,
- (ii) create and/or participate in the community hubs,
- (iii) view, explore, and create NFTs and use our tools, at your own discretion, to connect directly with others to purchase, sell, or transfer NFTs on public blockchains,
- (iv) functionalities and features made available by FITCHIN on the Platform enabling Users to engage in various activities for fan engagement purposes (collectively, “the Platform”, “the Service”).

“NFT” in these Terms means a non-fungible token or similar digital item implemented on a blockchain, which uses smart contracts to link to or otherwise be associated with certain content or data.

MESSAGE TO PARENTS

We offer tournament and community hubs information on our website that is aimed at people in a determined age range. We recommend monitoring your child’s online activities, reviewing the content they have access to and, as appropriate, monitor their social interactions. For more information please contact FITCHIN at info@fitchin.gg as per clause 3.

GENERAL

Before becoming a user you are required to agree with the terms of this Agreement. Unless You and FITCHIN have each signed a separate agreement regarding the Platform, this Agreement is the complete, solely and exclusive agreement between You and FITCHIN regarding Your access to and use of the Platform and supersedes any oral or written proposal, unsigned agreements and/or other communication between You and FITCHIN regarding Your access and use of the Platform.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM, OR BY CLICKING THE ACCEPT BOX, YOU AGREE TO THESE TERMS THAT YOU HAVE READ. BY ACCESSING OR USING OUR SERVICES YOU AGREE TO BE BOUND BY THE CLAUSES OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER ORGANIZATION OR ENTITY (“ENTITY”),

YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE PLATFORM OR CLICK THAT YOU ACCEPT OR AGREE TO THESE TERMS.

IF YOU DO NOT AGREE TO THIS AGREEMENT OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, FITCHIN IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM AND YOU MUST NOT ACCESS OR USE THE PLATFORM. THESE TERMS CONTAIN AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT FITCHIN'S LIABILITY TO YOU. YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE PLATFORM.

THIS CONTRACT IS BETWEEN YOU AND FITCHIN. NO OTHER PERSON SHALL HAVE ANY RIGHT TO ENFORCE ANY OF ITS TERMS. NEITHER OF US WILL NEED TO GET THE AGREEMENT OF ANY OTHER PERSON IN ORDER TO END THE CONTRACT OR MAKE ANY CHANGES TO THESE TERMS.

THIS CONTRACT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER AGAINST FITCHIN, ITS AFFILIATES, MANAGERS, MEMBERS, SERVICE PROVIDERS, MARKETING PARTNERS, ARTISTS, AND VENDORS (COLLECTIVELY, "COVERED PARTIES"), WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THE MANDATORY ARBITRATION PROVISION. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THIS AGREEMENT.

EACH OF THE PARAGRAPHS OF THESE TERMS OPERATES SEPARATELY. IF ANY COURT OR RELEVANT AUTHORITY DECIDES THAT ANY OF THEM ARE UNLAWFUL, THE REMAINING PARAGRAPHS WILL REMAIN IN FULL FORCE AND EFFECT.

1. TERM

This Agreement is entered into as of the earlier of the date You first access or use Platform (the "Effective Date") and will continue until terminated as set forth herein.

2. MODIFICATIONS

FITCHIN reserves the right, at any time, to modify the Platform, as well as the terms of this Agreement, whether by making those modifications available on the Platform or by providing notice to You as specified in this Agreement. Any modifications will be effective upon posting to the Platform or delivery of such other notice, unless otherwise required by law. You may cease using the Platform or terminate this Agreement at any time upon five (5) business days' prior written notice if You do not agree to any modification.

However, you will be deemed to have agreed to any and all modifications through Your continued use of the Platform following such notice.

FITCHIN may offer certain services or features for which additional terms and conditions may apply in connection with your use of those services. By using any of these additional services, You agree to any additional terms applicable to those services, and those additional terms become part of our agreement with You. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

3. ELIGIBILITY

The Platform is intended for use by individuals 18 years of age and older. If you are at least 13 years old but under 18 years old, you may only use FITCHIN through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old. Additionally, to access and use the Platform You may need to fulfill certain other legal obligations or criteria required in Your jurisdiction. FITCHIN makes no representation that the Platform is appropriate or available for use in all jurisdictions. Accessing any part of the Platform is prohibited from any jurisdictions where access to or use of the Platform is prohibited.

FITCHIN reserves the right to confirm that such permission has been granted and to close or restrict any account until FITCHIN is satisfied that a parent or legal guardian has read the Terms of Use and agrees to allow their child to have an account. FITCHIN recommends that parents and guardians familiarize themselves with the parental controls available on the devices they provide to their children and accompany their children if they are under 18 years old when using the FITCHIN platform.

Parents and/or guardians are jointly and respectively liable for all acts (including purchases and payments) and omissions of their children under the age of 18 when using FITCHIN App. We encourage parents and/or guardians to monitor children's online activities, review the content they have access to and, as appropriate, monitor their social interactions.

4. ACCOUNTS AND CONDUCT

4.1 ACCOUNT CREATION AND RESPONSIBILITY. Before becoming a User, You must establish an account on the Platform (an “Account”). Approval of Your request to establish an Account will be at the sole discretion and entirely of FITCHIN. Each Account and the User identification and password for each Account (the “Account ID”) is for Your sole use and may only be used by You and Your authorized employees and contractors. You may not distribute or transfer Your Account or Account ID or provide a third-party with the right to access Your Account or Account ID. You are solely responsible for all use of the Platform through Your Account and for safeguarding your Account. All transactions completed through Your Account or under Your Account ID will be deemed to have been lawfully completed by You. You will ensure the security and confidentiality of Your Account ID and will notify FITCHIN immediately, by email at info@fitchin.gg, if any Account or Account ID is lost, stolen, improperly accessed, or otherwise compromised. In connection with establishing an Account, You will be asked to submit certain information about Yourself (“Registration Information”). You agree that: (1) all Registration Information You provide will be complete, accurate, and correct; and (2) You shall maintain and promptly update Your Registration Information to keep it accurate and current. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; and (b) use an Account ID that FITCHIN, in its sole discretion, deems offensive, unacceptable, or contrary to community standards, defamatory or in violation of FITCHIN’s policies.

You acknowledge that any unauthorized access to your account and or your electronic wallet could result in the loss or theft of NFTs and/or funds in any linked accounts. You understand and agree that we are not responsible for managing and maintaining the security of your account or your electronic wallet and we shall not be liable for any unauthorized access to, or use of, your account or your electronic wallet(s). We do not have access at any time to your electronic wallet. We do not have custody or control over the NFTs or blockchains you are interacting with. To use our Service, you must use a third-party wallet that allows you to engage in transactions on blockchains and it is your responsibility to safeguard that wallet.

4.2 CONTENT. You are solely responsible for all Content You provide, upload, submit, post to, or generate through access to or use of the Platform including by connecting or communicating with other Users (“Your Content”). Your responsibility for Your Content extends to resolving any disputes that may arise between You and any User or other Entity because of Your Content. By providing, uploading, submitting, posting, or generating Your Content, You grant FITCHIN and its authorized representatives and contractors a perpetual and non-exclusive right and license to use, process, store transmit, and disclose Your Content (a) to provide the Services and fulfill other obligations described in this Agreement or in further agreements (b) to further develop and provide services for FITCHIN customers (c) to update FITCHIN services on its platform. You understand that in certain contexts Your Content may be visible to, sent to, or viewed by other Users and You expressly waive any privacy rights. You agree to allow us, if we elect in our sole discretion, to provide Your Content to Users in connection with identity verification measures, described below. You represent, warrant, and covenant that Your Content: (a) does not violate this Agreement or any applicable law which is now in effect or may hereinafter be enacted; (b) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy or the rights of any third party; (c) does not constitute an infringement or misappropriation of the IPR (as defined below) or other rights of any third party; (d) is not an advertisement or solicitation of funds, goods, or services; (e) is not false, misleading, or inaccurate; or (f) could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement. FITCHIN is not responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back up any of Your Content. You agree that You have all right, title, interest, and consent in Your Content necessary to allow FITCHIN to use Your Content for the purposes for which You provide Your Content to FITCHIN.

You can control most communications from the services provided by FITCHIN. We may need to provide you with certain communications, such as service statements or announcements as well as administrative messages. These communications are considered part of the services and your account, and you may not be able to determine not to receive them. If you added your phone number to your account and you later changed or deactivated that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

4.3 YOUR CONDUCT. You agree not to harass, advocate harassment, or engage in any conduct that is abusive or harmful to any Entity or illegal under applicable gaming, financial regulatory, or other law or regulation. You agree that you will not violate any law, contract, intellectual property, or other third-party rights and that you are solely responsible for your conduct and content while accessing or using the Service. You also agree that you will not:

- Use or attempt to use another user’s Account without authorization from such user;
- Pose as another person or entity;

- Access the Service from a different address if we've blocked any of your other addresses from accessing the Service unless you have our written permission first;
- Distribute spam, including sending unwanted NFTs to other users;
- Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate-limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to FITCHIN;
- Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- Sell or resell the Service or attempt to circumvent any FITCHIN fee systems;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- Use the Service for money laundering, terrorist financing, or other illicit finance;
- Use the Service from a country sanctioned by the government of the United States or to facilitate transactions involving individuals sanctioned by the government of the United States or located in sanctioned countries;
- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- Infringe or violate the intellectual property rights or any other rights of others;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service such as harassing or advocating harassment or engaging in any conduct that is abusive or harmful to any Entity

We reserve the right but are not obligated, to investigate and/or prohibit any conduct, or remove or refuse to post any Content (including Your Content), that we deem in our sole

discretion to be unlawful, in breach of this Agreement, or violative of the rights of others, or otherwise offensive to You, the Platform, other Users, our rights, any Entity or that may be harmful to others, our operations, or reputation. You hereby forfeit any right, interest, reward, prize or other benefit (whether monetary or otherwise) earned or received in connection with or as a result of such activity, and FITCHIN reserves the right to retain or redirect any such benefit. We assume no liability and shall not be liable directly or indirectly for any action or inaction with respect to Your conduct, communication, transactions, or Content. Additionally, we may disclose any Content or electronic communication of any kind: (i) to satisfy any law or request by a governmental authority; (ii) if such disclosure is necessary or appropriate to operate the Platform; (iii) to protect our rights or property, our Users and customers, You, or any other Entity; or (iv) if, in our sole discretion, such Content or electronic communication should be referred to law enforcement or other government authorities. Furthermore, in addition to removing any of Your Content, FITCHIN hereby reserves the right to suspend and/or remove You from the Platform for violations of Section 4 of this Agreement as described in Section 20.

4.4 RETENTION. Your Content and Account information will be retained in accordance with FITCHIN's Privacy Policy located at ("Privacy Policy").

4.5 CANCEL ACCOUNT. You may cancel your account at any time by emailing us at: info@fitchin.com or by ceasing to use the Offerings. Thus, FITCHIN reserves the right to cancel your account of any user for any reason or no reason, under FITCHIN's sole and absolute discretion. You understand and agree that canceling your account is your sole right and remedy with respect to any dispute you may have with us, the Website, the Offerings, etc. You shall not receive any refund for fees paid up to the date of cancellation or termination upon clause 23.

5. ACCESS

5.1 TO THE PLATFORM. Subject to Your compliance with this Agreement, FITCHIN will permit You to access and use the Platform solely for lawful purposes in accordance with the terms of this Agreement and any other agreement with us You agree to before being given access to any specific areas of the Platform. Any such additional agreement is in addition to this Agreement and will govern Your use of the portions of the Platform to which the additional agreement applies in the event of a conflict between the terms of this Agreement and the additional agreement.

5.2 TO CONTENT. Unless otherwise noted on the Platform, other than Your Content, all Content available through the Platform ("Platform Content" or "Content") is owned by FITCHIN, the Users providing that Content or FITCHIN's other Content providers. All Platform Content is for informational purposes only and You are solely responsible for verifying the accuracy, completeness, and applicability of all Platform Content and for Your use of any Platform Content. Subject to Your compliance with this Agreement, You may access the Platform Content solely for Your own purposes in connection with Your own use of the Platform. You shall not, and shall not permit any third party to (a) alter, modify, reproduce, or create derivative works of any Platform Content; (b) distribute, sell, resell, convey, lend, loan, lease, license, sublicense, gift, or transfer any Platform Content; or (c) alter, modify, adapt, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Platform Content. FITCHIN has not verified the accuracy of, and shall not be responsible for any errors or omissions in, any Platform Content. Without limiting the foregoing, FITCHIN shall not be held liable to You or any other third-party for any Platform Content (or any other Content, including Your Content) under any law which is now in effect or may hereafter be enacted, including the Communications Decency Act or CDA, 47 U.S.C. § 230. Except as set forth in this Agreement, You are granted no licenses or rights in or to any Platform Content, or any IPR (as defined below) therein or related thereto.

5.3 TO THIRD-PARTY SITES. The Platform may contain links to third-party sites that are not under the control of FITCHIN. Unless otherwise noted, any other site accessed from the Platform is independent from us, and we have no control over and FITCHIN is not responsible nor liable for its content. Links to third-party websites are provided for Your convenience only and You access them solely at Your own risk. You acknowledge and agree that FITCHIN shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. Your access and use of the third-party sites are governed by the terms of use and privacy policies of these third-party sites.

5.4 TO THIRD-PARTY SERVICES. The Platform may also provide You with the option, and use of certain Platform features may require You, to obtain access to services, content, functionality, software and other things developed, provided, or maintained by third party service providers (collectively, “Third Party Services”). All Third Party Services are provided by third parties and are not under the direction or control of FITCHIN. You acknowledge and agree that FITCHIN shall not be liable or responsible, directly or indirectly, for Your access to or use of any Third Party Services, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Services. Your use of and access to any Third Party Services is solely between You and the third party provider of the Third Party Services. Your access to and use of any Third Party Services is subject to any additional terms, conditions, agreements, or privacy policies provided or entered into in connection with the Third Party Services (each, a “Third Party Agreement”). The terms of any Third Party Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Agreement but will not otherwise apply to Your access to or use of the Platform. Except as set forth in this Agreement, in the event of a conflict between the terms of this Agreement and a Third Party Agreement, the terms of the Third Party Agreement shall control with respect to Your access to and use of any Third Party Services provided under that Third Party Agreement. This Agreement will continue to control in all other respects.

5.5 COPYRIGHT POLICY. FITCHIN reserves the right to terminate your account of any user who infringes upon third-party copyrights. If any user or other third party believes that a copyrighted work has been copied and/or published from one that involves a copyright infringement, that party must provide the following information: (i) an identification and location of the copyrighted work that that party alleges has been violated; (ii) the name and contact information of that party, such as the telephone number or e-mail address; and (iii) a statement by such party that the above information in the notice of such party is accurate and, under penalty of perjury, that such party is the copyright owner or authorized to act on behalf of the copyright owner. In case the above scenario occurs, please give immediate notice to FITCHIN to its email info@fitchin.gg

6. SERVICES

6.1 EVENTS. Events or other activities conducted on the Platform may be subject to specific rules and other terms established by Organizers. You undertake all transactions through the Platform subject to such terms, as applicable, and solely at Your own risk. Notwithstanding the foregoing, FITCHIN reserves the right to moderate, limit, cancel, or otherwise suspend Platform activity as set forth in this Agreement. Under no circumstance shall FITCHIN be liable to You for any damage, losses, expenses, or harm resulting from FITCHIN's exercise of such rights.

6.2 GAMIFICATION. Activities on the Platform may qualify You to receive promotional loyalty, rewards, or similar benefits from FITCHIN or third parties ("Gamification Benefits"). FITCHIN grants You a limited license to earn, acquire, and use Gamification Benefits pursuant to the terms of this Agreement together with any rules or other terms provided at the time such promotional offers are made available. All Gamification Benefits are subject to availability and may be changed at any time without notice. Unless otherwise required by applicable law or permitted by this Agreement and/or the applicable Gamification Benefit rules, Gamification Benefits have no cash or cash-equivalent value on the Platform or from FITCHIN and are not redeemable or refundable for any sum of money, monetary value, or anything similar of value, on the Platform or from FITCHIN at any time, and Your entitlement to Gamification Benefits may not be transferred, sold, bartered, or assigned to another User or Account. FITCHIN and its partners may refuse to honor or recognize any Gamification Benefits which FITCHIN believes may have been transferred, sold, bartered, or assigned. Except as otherwise expressly prohibited or limited by applicable laws, FITCHIN has the right to change, limit, modify or cancel Gamification Benefits offers or features, with or without notice, even though such changes may affect the value, use, or availability of Gamification Benefits. Unless a more specific timeline is disclosed as part of the applicable promotion, Gamification Benefits will be made available as soon as practicable. You may be required to take certain steps to confirm Your eligibility for and claim Gamification Benefits and, if so, You agree to do so. If You fail to take such steps, You forfeit the associated Gamification Benefits and agree that FITCHIN has the right to take all actions it deems necessary or appropriate in its sole discretion to retain, cancel, or redirect such benefit and that FITCHIN will be held harmless and have no liability in connection with such actions. Gamification Benefits may be taxable to You, and it is Your responsibility to determine tax implications of any Gamification Benefits. Gamification Benefits may take the form of units of a particular cryptocurrency or token that are transferred directly to any third-party cryptocurrency wallet You have linked to the Platform. FITCHIN reserves the right to void, reduce, liquidate, deactivate, suspend, or terminate any Gamification Benefits, in its sole discretion, after investigation that You have violated this Agreement in any way. In the event You believe You have not received Gamification Benefits to which You are entitled, You agree to notify FITCHIN within ten (10) days after the date on which You believe You have become entitled to such benefits so that FITCHIN can investigate Your claim. FITCHIN may require additional information and/or documentation to verify Your claim. Regardless of any actions FITCHIN may take in connection with such an investigation, You acknowledge and agree that FITCHIN has

sole and absolute discretion in determining whether or not Your claim to any Gamification Benefits is valid and, if so, the appropriate remedy.

6.3 IDENTITY VERIFICATION. FITCHIN may require at any time that You verify Your identity before accessing or using certain Services. Promptly following FITCHIN's request, You shall provide FITCHIN any and all Content, including Your full name and any documents or photographs, necessary for FITCHIN to verify Your identity. You hereby represent warrant and covenant that such Content is accurate, current, and complete. FITCHIN reserves the right to freeze Your Account until Your identity has been verified pursuant to this Section and to terminate Your Account should You fail to comply with Your obligations under this Section. You and You (and, if acting in a representative capacity, individually and for the Entity You represent) authorize FITCHIN and its agents to make such investigative inquiries and request such third-party reports as it deems necessary to verify Your identity and that of Your principals and other agents.

In case You fail to provide evidence of your eligibility and/or identification to FITCHIN, at our sole and absolute discretion we may proceed without prior notice in the suspension and/or termination of your account and You will lose all prizes won and retained in your account.

7. YOUR LICENSE TO USE THE SERVICES

You are hereby granted a limited, nonexclusive, non-transferable, non-sublicensable, and personal license to access and use the Service provided, however, such license is subject to your compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Service as permitted by these Terms, provided that your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

The Service, including its “look and feel” (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the FITCHIN logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of FITCHIN or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

FITCHIN's name, logo, trademarks, and any FITCHIN product or service names, designs, logos, and slogans are the intellectual property of FITCHIN or our affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other "hidden text" utilizing "FITCHIN" or any other name, trademark or product, or service name of FITCHIN or our affiliates or licensors without our prior written permission. In addition, the "look and feel" of the Service constitutes the service mark, trademark, or trade dress of FITCHIN and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All intellectual properties are protected by copyright and trademark laws, international conventions and all other relevant intellectual property rules and property rights, and applicable laws of the United States. You will not use or allege the law of your local country as a defense for breaching the FITCHIN trademark.

All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed on the Service are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes, or other information by name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by FITCHIN.

We welcome feedback, comments, and suggestions for improvements to the Service ("Feedback"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that FITCHIN may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to FITCHIN any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights, and any and all other intellectual property right) that you may have in and to any and all Feedback.

8. MEMBERSHIP

9.1 OVERVIEW. FITCHIN can have several communities within its Community Hubs. To access each community FITCHIN offers different memberships. The content and benefits in each community hub is not owned by FITCHIN but by the leader of that community. By acquiring a Membership, You become a “Member” to that community, receiving an access card to that community. You may acquire a Membership, subject to availability. Each Membership access card is provided in the form of a Non-Fungible Token on the Solana blockchain network (“Solana Network”) and has certain Membership rights attached to it.

9.2 MEMBERSHIP BENEFITS. You are entitled to the benefits associated with Your Membership as may be advertised on the Website from time to time, provided that (i) You continue to hold the relevant Membership. For the avoidance of doubt, if You sell or transfer or otherwise dispose of Your Membership to another person, Your entitlement to any benefits associated with that Membership will cease from the date of the relevant sale / transfer / disposal; and (ii) You comply with these Terms and any associated benefit Terms and conditions as stipulated on the Website. FITCHIN reserves the right to vary and/or update the Membership benefits available on the Website from time to time.

9.3 LIMITATION OF LIABILITY. FITCHIN is responsible for providing the infrastructure to the Hubs, FITCHIN is not responsible for any benefit offered in the Membership by the Esport Teams, community leaders or third parties. FITCHIN shall not have any responsibility or liability to You in respect of any products or services provided by any third party in connection with the Membership and which are beyond the reasonable control of FITCHIN. FITCHIN shall not have any responsibility or liability to You for any losses, damages, expenses or liabilities you incur in respect of the following: (i) engaging in or facilitating the sale and/or purchase of a Membership, or any other asset You may acquire from FITCHIN through your Membership, on any secondary marketplace; (ii) any unauthorized use of the Membership by You or a third party, including any loss or damage caused by Your failure to keep Your Account details secure; (iii) actions taken by FITCHIN as a consequence of Applicable Law; (iv) any failure or delay in carrying out any matter in respect of Your Membership caused by circumstances outside of FITCHIN’s reasonable control, (v) any products and/or services provided by any third party in connection with the Membership and which are beyond the reasonable control of FITCHIN; and/or (vi) any loss of profit or revenue or loss of opportunity, or any other business losses, whether in contract, tort or otherwise.

9.4 FITCHIN’s RIGHTS. FITCHIN reserves the right in its absolute discretion to take any of the following actions without notice and without incurring any liability to You for any damage, loss, or expense that You may suffer as a result:

- i. make Membership services available on different platforms and websites from time to time;
- ii. engage alternative third party service providers in the provision of Membership services from time to time;

- iii. modify the types, prices and quantities of Memberships and/or other types of asset made available on the Website from time to time;
- iv. issue additional terms and conditions applicable to specific Memberships and/or specific Membership benefits from time to time;
- v. decline Your application for a Membership;
- vi. suspend, withdraw, cancel, or amend any of the Membership benefits that FITCHIN offers or makes available from time to time, including where this is to comply with Applicable Law or where the benefits were offered or made available other than in accordance with these Terms;
- vii. run other loyalty, rewards or membership programmes alongside the Membership from time to time; and
- viii. assign or otherwise transfer FITCHIN's rights and obligations under these Terms to another company in the FITCHIN group of companies;
- ix. disqualify You from applying for another Membership or any other product or service offered by FITCHIN; and/or
- x. suspend or cancel Your Membership in accordance with Clause 23 below.

9. OWNERSHIP

All NFT's acquisitions as well as the conditions, terms and restrictions attached to your Ownership and use thereof, will be subjected into a separate agreement between you and FITCHIN entitled "Owner's Agreement" which you'll find below. An NFT buyer might obtain limited ownership rights over the specific image represented in the NFT.

NFT's are extremely volatile and price fluctuations in cryptocurrencies could affect the price of your NFTs positively and negatively. In that sense, we comply by giving notice that FITCHIN does not make any promises nor guarantees that the NFTs will increase in value or maintain the same value as the amount you paid when buying these ones.

You understand and agree that NFT's should be considered nothing more than a collectible. Yet, no information and/or Content should be considered by you as advice or an invitation to enter into an agreement for any investment purpose. In addition, nothing in the Offerings qualifies to be an offer of securities in any jurisdiction, nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. It remains at your sole and exclusive responsibility to ensure that the purchase and sale of NFT's within the use of cryptocurrencies, complies with laws and regulations in your jurisdiction and all applicable jurisdictions.

10. PRICES - PAYMENTS

10.1 PAYMENTS. Participants will pay fees required to access and use the Platform as set forth in the applicable Platform event or other Services terms. Except as otherwise provided by law, Platform prices and fees are subject to change without notice at any time and You are responsible for checking applicable prices and fees prior to engaging in Platform activity. Payment can be made through blockchain or fiat. For fiat payments we have various payment methods available, such as Visa, MasterCard, etc. Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order. For blockchain payments You hereby grant FITCHIN the right to charge or deduct funds from any third-party cryptocurrency wallet You have linked to the Platform for all fees payable to FITCHIN under this Agreement. For blockchain payments we have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. We will therefore have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Services, or any other transactions that you conduct via blockchain or using electronic wallets. You acknowledge and agree that fees will be transferred directly to us through the blockchain immediately following the completion of a transaction.

10.2 PROMOTIONS. Any Promotions made available through the Service may be governed by rules that are separate from these Terms. If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

10.3 MEMBERSHIP FEES AND BILLING CYCLES. The membership fee for the service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "My Membership" page. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. Membership fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register. If you purchase your membership using a third party as a Payment Method, you can find the billing information about your membership by visiting your account with the applicable third party. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid payment method. You can update your payment methods by going to the "My Membership" page. We may also update your payment methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable payment method(s).

10.4 PRICES. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. If you do not wish to accept the price change or change to your subscription plan, you can cancel your subscription before the change takes effect.

10.5 CANCELLATION. You can cancel your membership at any time, and you will continue to have access to the service through the end of your billing period. To cancel a membership, go to the "My Membership" page on our fitchin.gg website and follow the instructions for cancellation. If you cancel your membership, your access will automatically close at the end of your current billing period.

All payments are non-refundable or credits for partially used membership periods except when required by applicable law. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. You may not transfer, assign, sell, exchange, trade, convert, sublicense, rent, lease or distribute except through the Service and in the manner expressly permitted by us. Any provision or attempted disposition done by you which might violate these Terms of Use, will result in the immediate termination of your FITCHIN Account. Yet, we do not recognize or approve third party services that may be used to sell, exchange, transfer or otherwise dispose of FITCHIN. We assume no responsibility and will not endorse such transactions.

10.6 TAXES. You will be responsible for any and all use, sales, and other taxes imposed on Your access to and use of the Platform. You agree to indemnify FITCHIN for any losses, claims, or damages incurred or suffered by FITCHIN due to your failure to pay any relevant taxes of any kind, penalties, or interest.

11. AVAILABILITY

FITCHIN will use reasonable efforts to ensure that the Platform can be accessed by You in accordance with this Agreement; however, FITCHIN does not guarantee that the Platform will be available at all times. FITCHIN will make reasonable efforts to give You notice of planned maintenance. You accept the risks associated with the fact that You may not always be able to use the Platform or engage in activity using Your Account.

12. REPRESENTATIONS AND WARRANTIES

12.1 GENERAL. You hereby represent and warrant to FITCHIN that: (a) You have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on Your behalf, and (c) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement;

12.2 COMPLIANCE WITH LAWS. You acknowledge that the Platform is a general-purpose online service and is not specifically designed to facilitate compliance with any specific law. You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal, and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you have not been identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access and use of the Service in such country, territory, or jurisdiction does not violate any applicable laws. Your use of the Platform in compliance with any specific law, rule, or regulation applicable to You, or other data or information You may provide or generate through the Platform is Your sole responsibility. FITCHIN is not responsible for Your compliance with any such law or for Your failure to comply. Regardless of the jurisdiction in which You use or access the Platform, You represent and warrant to FITCHIN that Your use of and access to the Platform, including, without limitation, Your Content and any other data or information You may provide or generate through Your use of or access to the Platform, shall comply with all applicable laws, rules, and regulations and shall not cause FITCHIN itself to violate any applicable law. The foregoing obligation includes compliance with all laws that are applicable to the transmission of data on the internet, including, but not limited to, laws governing the transmission of data or funds across international boundaries, into prohibited countries, and containing financial, technical, and/or personally identifiable information.

FITCHIN, as previously mentioned, may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, FITCHIN, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by FITCHIN. If you do not provide complete and accurate information in response to such a request, FITCHIN may refuse to restore your access to the Service.

13. DISCLAIMERS

13.1 NO TAX, LEGAL, FINANCIAL, OR INVESTMENT ADVICE. You should not interpret any Content provided on the Platform as tax, legal, financial, or investment advice. We have no special relationship with or fiduciary duty to You and Your use of the Platform does not create such a relationship. You agree and acknowledge that You are solely responsible for conducting legal, accounting, and other due diligence review on the information posted on the Platform.

13.2 RISKS ASSOCIATED WITH CRYPTOGRAPHY AND DIGITAL ASSETS. You accept and acknowledge each of the following risks:

- i. The value of digital assets is extremely volatile. The value of NFTs purchased via FITCHIN may go up or down; (b) You also acknowledge that the cost of transacting using blockchain technologies is variable and may increase at any time causing impact to any activities taking place via the Services; (c) You acknowledge these risks and accept that we cannot be held liable for such variations and fluctuations in the value of digital assets or transaction costs.
- ii. We do not store, send, or receive NFTs. Any transfer of NFTs occurs within the blockchain and not via the Services.
- iii. All Smart Contracts are conducted and occur on the decentralized ledger within the blockchain. By accepting these terms you agree that FITCHIN has no control over and makes no guarantees, warranties, or promises in relation to the performance, accuracy, or reliability of Smart Contracts.
- iv. You accept that, due to their digital nature, and the nature of cryptography, NFTs may become degraded and links associated with such NFTs can vanish. You decline any claim of every nature against us and accept that FITCHIN will hold no liability for any loss or corruption of an NFT or Content.
- v. The blockchain, Services, NFTs, and digital assets, in general, could be negatively affected by the introduction of laws or regulations which could affect our ability to deliver the Services or your ability to access or use the Services, including access to the NFTs.
- vi. There are risks associated with the use of cryptocurrency, including the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your electronic 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 blockchain, however caused.

vii. You acknowledge and understand that cryptography is a developing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, digital assets, and the Services, which could result in the theft or loss of your NFTs. **New regulations could negatively impact such technologies impacting the value for your NFTs, as more fully explained and agreed above. You understand and accept all risk in that regard**

viii. The Smart Contracts are fully open-source and verified on the blockchain for analysis. Nonetheless, you acknowledge that the Services are subject to flaws and acknowledge that you are the unique responsible for evaluating any code provided by the Services. You accept that it is not our duty to alert you to all of the potential risks of utilizing or accessing the Services.

ix. You represent and warrant that you possess relevant knowledge and skills. By using the Services, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying NFTs. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks of any transaction conducted via the Services. You accept all consequences of using the Services, including the risk that you may lose access to your NFTs indefinitely. Under no circumstances will the operation of all or any portion of the Services be deemed to create a relationship that includes the provision or tendering of investment advice.

13.3 GENERAL. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." FITCHIN AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, AVAILABILITY, ADEQUACY, OR CURRENCY OF ANY SERVICES OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED THROUGH THE PLATFORM. FITCHIN AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM AND THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. FITCHIN AND ITS PROVIDERS DO NOT WARRANT THE RELIABILITY, ACCURACY, INTEGRITY, SECURITY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE PLATFORM, AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED BY USERS OF THE PLATFORM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE PLATFORM, FITCHIN, OR ITS EMPLOYEES, PROVIDERS, OR AGENTS SHALL CREATE A WARRANTY OF ANY KIND. FITCHIN AND ITS PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE SUITABLE FOR THE INTENDED PURPOSE, OR OPERATE UNINTERRUPTED OR ERROR-FREE.

Yet, it is by your sole risk as a user that FITCHIN shall not be liable for any loss or damage whatsoever (including incidental or consequential loss or damage), arising out of or in connection with any use of or reliance on the material or information on this website. This disclaimer also covers interruption, computer virus, communication line failure, and any action of or information provided by any User of this website, and any postings or messages published by Users of discussion boards, guestbooks or mailing lists provided on this website.

14. INDEMNITY

You hereby agree to indemnify, defend, and hold harmless FITCHIN and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, Users, customers, providers, licensees, and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising in any manner from: (1) Your access to or use of the Platform, whether as a Participant or an Organizer; (2) Your Content or Account information or other Content You provide through the Platform; and (3) Your breach of any representation, warranty, or other provision of this Agreement. FITCHIN shall provide You with notice of any such claim or allegation, and FITCHIN shall have the right to participate in the defense of any such claim at its expense.

15. LIMITATION ON LIABILITY

FITCHIN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, EVEN IF FITCHIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. FITCHIN'S TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT AND ITS PROVISION OF THE PLATFORM UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES FITCHIN ACTUALLY RECEIVED IN CONNECTION WITH YOUR USE OF THE PLATFORM IN THE TWELVE MONTHS PRECEDING THE EVENTS ON WHICH ANY BASIS FOR LIABILITY IS ALLEGED. YOU AGREE THAT FITCHIN WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, FITCHIN'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. FOR CALIFORNIA AND EUROPEAN UNION USERS PLEASE REFER TO THE APPLICABLE CLAUSES WHICH YOU WILL FIND BELOW.

16. PRIVACY POLICY

Please refer to our Privacy Policy for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy. All User Content, comments, information, Registration Data and/or materials that you submit shall be subject to our Privacy Policy. For a copy of the Privacy Policy, please click [here](#).

17. FORCE MAJEURE

Neither party will be responsible for the performance of its obligations hereunder where delayed or hindered by events beyond their respective reasonable control, including, without limitation, acts of God or any governmental body (including regulation, enforcement, controls, or restrictions on cryptocurrency, blockchain, or the Service), war or national emergency, riots or insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control.

18. ARBITRATION

Except as otherwise provided below, the parties shall attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach, or termination of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a “Dispute”), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, such Dispute shall be finally settled through binding arbitration under the rules of the American Arbitration Association then in effect (the “Rules”). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration shall be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “Initial Period”) after either party to this Agreement delivers a request for arbitration, a neutral arbitrator shall be selected as provided in the Rules. The arbitration shall be conducted in an expedited manner, exclusively in the English language, at a site specified by FITCHIN in the State of New York, U.S.A. The award of the arbitrator shall be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators shall require payment of the costs, fees, and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement. Notwithstanding the foregoing, You agree that the following matters shall not, at the election of FITCHIN, be subject to binding arbitration: (a) any dispute concerning FITCHIN’s, its suppliers’, or its service providers’ IPR; (b) any dispute related to or arising from allegations of criminal activity; or (c) any claim for injunctive relief.

19. CLASS ACTION WAIVER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ACTION ARBITRATION PROCEEDINGS OR OTHERWISE. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND FITCHIN SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

20. CALIFORNIA USER CONSUMER RIGHTS

In accordance with the state of California Civil Code Sec. 1789.3; California State resident users may file complaints with the California Department of Consumer Affairs, 1625 North Market Blvd. Street, Suite N 112; Sacramento, CA 95834; or by phone at 800-952-5210; or by email to dca@dca.ca.gov. You understand and agree that all rights under section 1542 of the California Civil Code and any similar law of any state of the United States are hereby expressly waived by you against the covered parties. Thus, this law states the following:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

In case you might need further information please enter to https://www.dca.ca.gov/about_us/contactus.shtml

21. EU USER RIGHTS

Regarding personal data processing from citizens of the European Union (EU), FITCHIN is subject to the principles and obligations contained in EU Regulation 2016/679, of the European Parliament and the Council. In accordance with the regulations, you are aware of your rights that the EU provides. Thus, to exercise any of these, you can contact FITCHIN by sending an email to info@fitchin.gg indicating in the subject "Personal data rights".

For more detailed information please click the EU webpage: https://commission.europa.eu/law/law-topic/data-protection/data-protection-eu_en

22. GOVERNING LAW

These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with the laws of the State of New York (without

regard to conflict of law rules or principles of the State of New York, or any other jurisdiction that would cause the application of the laws of any other jurisdiction). Any dispute between the parties that is not subject to arbitration as set forth in Section 17 or cannot be heard in small claims court, shall be resolved in the state or federal courts of New York County in the State of New York, and the United States, respectively, sitting in the State of New York.

23. TERMINATION

In case FITCHIN considers that you have breached these Terms, or that you attempted to circumvent or tamper with the NFTs in any way, or we otherwise consider it appropriate, we may immediately and without prior notice, terminate this Agreement. Upon termination of this Agreement for any reason: (1) all rights granted to You under this Agreement shall terminate; (2) You will immediately cease all use of and access to the Platform and all Services, including Your Content and any Platform Content You obtained prior to termination; (3) suspend or terminate Your Membership; and (4) FITCHIN may, in its sole discretion, delete Your Account or Your Content at any time. Your Content may continue to exist on the Platform and be visible to Users after the termination of this Agreement unless You actively delete it or contact FITCHIN support and request deletion. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by FITCHIN or you. Termination will not limit any of FITCHIN's other rights or remedies at law or in equity.

If FITCHIN, acting in its sole discretion, decides to discontinue the Membership Programme, FITCHIN may terminate Your Membership upon the provision of at least 30 day's prior written notice. Upon suspending or terminating Your Membership, FITCHIN reserves the right to immediately and without notice take any of the following actions, without incurring any liability to You for any damage, loss, or expense that You may suffer as a result:

- i. close Your FITCHIN account;
- ii. render any Membership and/or accrued Membership benefits null and void; and/or
- iii. where termination is due to Your breach of these Terms, deem any Membership transaction or activity that took place as a result of such breach to be void from the date it was undertaken.

For the avoidance of doubt, FITCHIN shall not be obliged to offer You a refund or to otherwise compensate You for any unused Membership benefits that are suspended, canceled, terminated or otherwise become null and void pursuant to this Clause 23.

24. MISCELLANEOUS

If any part of the Terms and Conditions is deemed invalid or unenforceable, that part shall be construed in accordance with applicable law and the remaining clauses shall remain in full force and effect. In fact, these Terms and Conditions govern all uses between you and FITCHIN. To the extent that any event is in conflict with or inconsistent

with these Terms and Conditions, these Terms and Conditions shall have absolute priority. However, the foregoing does not apply when an NFT matter in these Terms and Conditions is inconsistent with the agreement mentioned below (NFT Owner Agreement). Yet, that NFT Owner Agreement shall prevail.

25. NOTICES

Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to FITCHIN by email only to the following address: info@fitchin.gg. FITCHIN may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to FITCHIN in connection with Your Account, provided that in the case of any notice applicable both to You and other Users of Platform, FITCHIN may instead provide such notice by posting on Platform. Notices provided to FITCHIN will be deemed given when actually received by FITCHIN. Notice provided to You will be deemed given upon posting to Platform or sending via email unless otherwise required by law prohibited or (as to email) the sending party is notified that the email address is invalid.