

# Terms of Use

## 1. About Blockchain Cuties Universe

Blockchain Cuties, or Blockchain Cuties Universe is a distributed Web3 application that runs on Ethereum, EOS, TRON, and NEO public blockchain networks, using specially-developed smart contracts (the “Smart Contracts”) to enable users to own, transfer, upgrade and gear up unique Cuties and other items (the “Assets”) which can then be visualized on a website (<https://blockchaincuties.com>) or in a mobile application that the user can interact with (the “Site”). The Smart Contracts and the Site are collectively referred to in these Terms of Use (the “Terms”) as the “App”.

Using the App, users can view their Assets and use the Smart Contracts to acquire, trade transfer and alter Assets with other App users (the “Players”). Player to Player asset trade and acquisition are conducted through a descending clock auction mechanism, while Site to Player asset and services sales are not restricted by any specific auction mechanism.

Before you as the Player (“you”) can use the App, the Smart Contracts, or the Site, you need to agree to these Terms provided by SIA We Can Games (address: Ilukstes iela 103 k-3 - 143, Riga, LV-1082) (the “Developer”, “We”, “Us”) and sign them using your Ethereum/EOS/TRON/NEO account or accept them during your account registration process.

BY ACCESSING OR USING THE APP OR ANY PART OF IT YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS, THEN YOU MUST DISCONTINUE USE THE APP IMMEDIATELY.

## 2. Cuties Generated by the System

The App uses Smart Contracts to generate generation 0 Cuties and promo Cuties.

These Cuties are available for purchase. The logic of Smart Contracts limits the number of generation 0 Cuties that can be generated to 50 000 per blockchain and promo Cuties to 5 000 per blockchain.

## 3. What You Need to Use the App

To start using the desktop version of the App, you need to set up one of the modern web browsers like Google Chrome, Mozilla Firefox, Brave, Microsoft Edge, Safari, Opera, etc. You may also need to install an additional app or browser extension that serves as an electronic blockchain wallet that supports decentralized applications (the “Dapps”). The App supports these types of desktop electronic wallets: MetaMask, Dapper, Scatter Client, EOS Lynx, Meet.One, Dapp.com, Tronlink, O3, Wombat, Tesseract, etc.

To start using the mobile/tablet version of the App, you need to install Dapp browser app like Trust Wallet, Coinbase Wallet, Cipher, Status, O3 Wallet, Scatter Client, Wombat, Tesseract, EOS Lynx, Meet.One, Dapp.com, Tronlink, etc on your iOS or Android device.

If you're using a Samsung smartphone bought in 2019 or later, you may be able to download the native Android app "Blockchain Cuties Universe" in the Samsung Blockchain Wallet store and access it using Samsung Blockchain Wallet. Please note that Samsung Blockchain Wallet is only available in selected countries. You can check the country list here: <https://developer.samsung.com/blockchain/keystore/keystore-sdk/resources.html>.

It is also possible to access the App using a built-in non-custodian wallet (the "Cute Wallet") and register in the game using your email. Cute Wallet is available in any modern web browser and supports Ethereum, Tron, NEO and EOS blockchains.

All registration and login methods described above allow you to make in-game purchases.

By using any of the above methods of registration and/or login into the game, you agree to the terms of the current version of the Terms.

The App will only recognize you as a user (the Player) and you will only be able to interact with the App if your electronic wallet is connected to and unlocked through your account.

Transactions that take place in the App are managed and confirmed via blockchain. You understand that your public blockchain address will be made publicly visible whenever you engage in a transaction in the App.

When registering in the App, you form a login and password that provides an access to your account in the App. We reserve the right to remove, reclaim or change a username you select if We determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. You must take appropriate actions for keeping the safety of your login and password in the App and shall bear the responsibility for their safety and confidentiality. All actions carried out with the use of your login and password, considered to be executed by you. The Developer reserves the right at any time to refuse you in access to the App when you register with the App.

The App is accessible 24 hours per day, 7 days per week. However, the Developer reserves the right temporarily suspend the access to the App in order to carry out technical works without providing a notice and a compensation to the Player.

You acknowledge and agree that the form and nature of the App, and any part of it, may change from time to time without prior notice to you, and that We may add new features and change any part of the App at any time without notice.

## **4. Third-party Services**

We neither own nor control MetaMask, Coinbase, Google Chrome, the Ethereum network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the App. We will not be liable for the acts or omissions of any such third parties, nor will We be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties; any use of third party services is at your own risk.

You confirm that since you will pass to the link on the App to the site of the third party, the relations between the Developer and the Player shall terminate and the Developer is not responsible for the accuracy of the information displayed on the websites of the third parties, use the services and content of the third parties by the Player, the validity of such use and quality of the third party services and content displayed on the third party's sites.

## 5. Commission and Payment

If you purchase fungible in-game virtual hard currency Cute Coins (the “Cutes”) in the App, any financial transactions that you engage in will be conducted through CardPay, Xsolla, Samsung Pay, Apple Pay, Google Pay or any other third party payment solution integrated with the App via payment methods available to those particular solutions.

If you purchase, trade or alter Assets in the App, or with or from other Players via the App, any financial transactions that you engage in will be conducted through one of the public blockchains and/or sidechains supported by the App via one of the electronic blockchain wallets supported by the App. We will have no insight into or control these payments or transactions, nor We have the ability to reverse any transactions. With that in mind, We will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App or using the Smart Contracts, or any other transactions that you conduct via one of the public blockchains and/or sidechains supported by the App using any of the electronic blockchain wallets supported by the App.

Ethereum, Tron and NEO require the payment of a transaction fee (the “Gas Fee”) for every transaction that occurs on their networks. The Gas Fee funds a network of computers that run the decentralized Ethereum, Tron and NEO networks. This means that you will need to pay the Gas Fee for each transaction that occurs via the App. EOS and Tron networks allow you to stake some of their currency (EOS, TRX) for a specific amount of free daily transactions. This amount of free daily transactions directly depends on the amount of currency staked by the user. While staked, currency becomes frozen and cannot be used until unstaked. On Tron network, if a user exceeds the daily amount of free transactions granted by staked currency, he will pay Gas Fee for each transaction – same as on Ethereum and NEO networks. On EOS network, if a user exceeds the daily amount of free transactions granted by staked currency, he will have to stake more currency or wait for the next day, when new free daily transactions become available.

In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a transaction with another Player via the App, you authorize Us to collect a commission of 4% of the current sale price. You acknowledge and agree that this commission will be transferred directly to Us through the blockchain network as part of your payment. We will not collect a commission for interactions that do not involve our App Marketplace.

Any and all purchases are final and non-refundable.

You agree to be solely responsible for any applicable taxes imposed on the Assets purchased hereunder. You shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions.

You acknowledge and accept that We reserve the right, at our own and complete discretion and at any time, to modify or to temporarily or permanently suspend or to eliminate the App or the selling of the Assets. We shall reserve the right to refuse to sell the Assets to you without any explanation, at its sole and absolute discretion.

The Developer may change its fees at any time. If you don't agree with the fee changes, you shall not use the App.

## 6. Risks

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 Assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Assets will not lose money.
- There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that We will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using any of the App supported blockchain networks, however, caused.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Blockchain Cuties Universe ecosystem, and therefore the potential utility or value of Assets.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Blockchain Cuties Universe ecosystem, and therefore the potential utility or value of Assets.
- Upgrades by Ethereum/Tron/Neo/EOS or any other of App supported blockchains and/or sidechains to their respective platforms, including hard forks in their platforms, or a change in how transactions are confirmed on their platforms may have unintended, adverse effects on all products using non-fungible token (the “NFT”) standard (e.g. ERC-721, ERC-1155, dGoods, etc.), including Blockchain Cuties Universe.

## 7. Your Warranties and Guarantees

By accepting these Terms, you confirm that you are over the age of 16, as the App is not intended for the Users under 16.

By accepting these Terms you confirm that you acknowledge and declare that you are not located in, or are not a citizen or resident of the country where the use of the App is void, prohibited by the law of the relevant jurisdictions.

By accepting these Terms, you confirm your legal capacity to enter in these agreement (the Terms) with Us (under the applicable law and law of the country of your residence) as well as the authenticity of your personal data and other information needed to purchase Assets and use the App, and takes full responsibility for their accuracy, completeness and veracity. You take all risks connected with mistakes and inaccuracies in the provided personal data and other information.

You will not forge or otherwise manipulate with any personal or non-personal data requested by Us, you will provide all necessary personal or non-personal data in the form and format requested by Us in the case when such necessity arises in connection with requirements of the applicable legislation.

By accepting these Terms, you confirm your consent to the processing of your personal data and other information by Us with the purpose of implementation of these Terms and using of the Assets and the App.

By accepting these Terms, you confirm that you will provide any information at the request of the Developer.

By accepting these Terms, you confirm that you will not be using the App or purchase the Assets for any illegal activity or unlawful actions, including but not limited to money laundering, drug trafficking or the financing of the terrorism.

You agree that you are responsible for your own conduct while accessing or using the App, and for any consequences thereof. You agree to use the App only for the purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, spam messages or any other items of a destructive or deceptive nature; (ii) impersonate another person (via the use of an email address or otherwise); (iii) upload, post, transmit or otherwise make available through the App any content that infringes the intellectual proprietary rights of any party or legislation; (iv) use the App to violate the legal rights (such as rights of privacy and publicity) of others; (v) engage in, promote, or encourage illegal activity; (vi) exploit the App for any unauthorized commercial purpose; (vii) modify, adapt, translate, or reverse engineer any portion of the App.

If you engage in any of the activities prohibited by this Section, We may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your account and an access to the App.

We have the right to send you by any means information about the App and Assets, including advertising, information and other messages and you, by accepting these Terms, confirm your consent to it.

## **8. Intellectual Property Rights**

We have valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology, and other intellectual property necessary to the conduct of selling of the Assets, of usage of the App and our activities generally.

In no way shall these Terms entitle you for any of our intellectual property.

## **9. Indemnification and Limitation of Liability**

To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold Us and our subsidiaries, affiliates, directors, officers, employees, agents, successors and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses or liabilities (including but not limited to reasonable attorneys' fees incurred and those necessary to successfully establish the right to indemnification) filed or incurred by any third party against Us arising out of your breach of any warranty, representation, or obligation hereunder.

Except as expressly and specifically provided in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

We shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

- loss of profits;
- loss of business;
- depletion of goodwill or similar losses;
- loss of anticipated savings;
- loss of goods;
- loss of use;
- loss or corruption of data or information;
- or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- debited funds, subject to the negligence of the owner of the bank account, who in any way (intentionally/unintentionally) allowed the payment.

We shall not bear any liability connected with:

- risks of losing access to the Assets or App due to the loss of password to your account by yourself;
- risks associated with Ethereum/Tron/Neo/EOS or any other blockchain supported by the App (blockchain platform protocol);
- risks of unfavorable regulatory actions in any jurisdiction;
- risks of the theft, hacking and security weakness;
- risk of mining attacks.

Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with all breaches of these Terms shall be limited to the amount of the fee paid by you to Us for the Assets.

## **10. Malicious Use**

The Player is prohibited to use the App, Dapp and its Smart Contracts for any purpose other than the intended use.

The Players shall not engage in actions using the App:

- actions that violate the law, court verdicts, resolutions or orders, or administrative measures that are legally binding;
- actions that infringe intellectual property rights, such as copyrights, trademarks and patents, fame, privacy, and all other rights of the Developer and/or a third party granted by law or any contract;
- actions that interfere with the game servers and/or network systems of the App; that abuse the App by means of cheating tools, such as third-party scripts, handmade auto-clickers, or other technical measures, including but not limited to additional player accounts (also known as bots/twinks/mults/alts etc.) for systematic abuse, that deliberately use defects of the App; that make unreasonable inquiries and/or undue claims such as repeatedly

asking the same question beyond the necessity, and that interfere with the Developer's operation of the App or Players' use of the App;

- actions that aim to hinder App's economy such as deliberately lowering market value of Assets using defects of the App;
- actions that aim to create cartel deals with other Players to fictionally raise (the "Pump") and/or lower (the "Dump") the value of specific Assets or Asset groups with the goal of providing profit for the cartel participants at cost of other market participants and the market as a whole;
- any sort of encouragement of actions stated above in this section;
- other activities and actions that are deemed inappropriate or unhealthy for the App or the App market by the Developer.

## **11. Disclaimer**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR AGENTS, REPRESENTATIVES AND LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS AND ENDORSEMENTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, SUITABILITY, RELIABILITY, FREEDOM FROM INFECTIONS OR VIRUSES OR COMPLETENESS AS WELL AS ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FURTHER, WE DO NOT WARRANT THAT THE APP OR THE ASSETS WILL CONTINUE TO OPERATE OR OTHERWISE OPERATE WITHOUT INTERRUPTION OR OTHERWISE IN A TIMELY, SECURE OR ERROR-FREE MANNER OR THAT THE SAME WILL MEET PLAYER'S REQUIREMENTS OR EXPECTATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, THE ASSETS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND.

## **12. Term and Termination**

These Terms shall be in force for an indefinite period.

Notwithstanding anything contained herein, We reserve the right, without notice and at our sole discretion, to terminate these Terms at any time without compensation of any kind to you.

You may terminate these Terms at any time by canceling your account in the App and discontinuing your access to and use of the App. You will not receive any refunds if you cancel your account, or otherwise terminate these Terms.

All rights granted to you under these Terms will immediately be revoked upon the termination of the Terms.

## **13. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the law of the United Kingdom.

If any dispute, controversy or claim of whatever nature arises under, out of or in connection with these Terms, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with these Terms, We and you shall use all reasonable endeavors to resolve the matter amicably. Neither you nor We shall resort to arbitration against the other party under these Terms until thirty (30) days after such referral.

All disputes, which are unresolved and which you or We wish to have resolved, shall be referred upon the application to and finally settled under the Rules of Arbitration of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this paragraph. The number of arbitrators shall be one (1), appointed in accordance with the rules. The seat of the arbitration shall be London. The language of this arbitration shall be English. Section 45 and section 69 of the Arbitration Act 1996 shall not apply.

## **14. Miscellaneous**

You may not assign or otherwise transfer (whether by operation of law or otherwise) these Terms, nor any rights or obligations arising under it, to any person or legal entity without our written consent. We may transfer rights and obligations under these Terms to third parties for the fulfillment of these Terms without the additional consent of you.

Nothing in these Terms shall be construed to place you or us in any partnership, agency or joint venture relationship. Our relationship is that of independent contractors.

If any provision or part of these Terms is held to be unenforceable, We and you shall substitute an enforceable provision or part for the affected provision that approximates the intent and economic effect of the affected provision.

These Terms are public offers and open documents. The currently effective version of the Terms can be available on the website: <https://blockchaincuties.com/>.

Appeals, suggestions and complaints of individuals and legal entities to Us connected with the App or Assets, violations of the rights and interests of third parties or the requirements of applicable law, as well as requests of authorized persons may be sent to the e-mail address: [info@blockchaincuties.com](mailto:info@blockchaincuties.com).

## **15. Future Additions and Modifications of the Terms**

The Developer retains the right to modify these Terms when it is deemed necessary, without providing prior notice to the Players. The modification will become effective once the modified Terms are posted on an appropriate location within the website operated by the Developer. The Players shall be deemed to have granted valid and irrevocable consent to the modified Terms by continuing to use the App and the Assets. The Players shall refer to the Terms and monitor changes or amendments in the Terms on a regular basis when using the App, since a separate notification regarding the modification to Terms may not be provided.