

The War for Earth Terms of Use

Welcome to War for Earth, a trading name of FaceKindle LLC! War4earth.io is a platform that allows you to buy, sell, and display NFTs. These Terms of Use are entered into by and between you (“You” or “User”) and FaceKindle LLC (“FaceKindle LLC,” “Company,” “we,” or “us”). These Terms of Use set forth the terms and conditions, together with any documents they expressly incorporate by reference, that govern your access to and use of the War4earth.io website and subdomains, including any content, functionality, and services offered on or through [https:// https://war4earth.io](https://war4earth.io) (collectively, the “Sites”).

1) Accepting these Terms of Use

War4earth.io offers a software and network platform useful for buying, selling and displaying non-fungible tokens (NFTs) (the “Platform”). War4earth.io makes available to User the access and use of the Platform and related content and materials and services via the Sites operated by us.

These Terms of Use set out your rights and responsibilities when you use the Platform and the Sites to buy, sell, or display NFTs or create a collection of NFTs (collectively, the “Services”), so please read them carefully. The Platform is an administrative platform that facilitates transactions between a buyer and a seller but War4earth.io is not a party to any agreement between the buyer and seller of NFTs or between any users using the Platform or the Sites.

By clicking on the “I Accept” button, or using the Site, you accept and agree to be bound and abide by these Terms of Use and all of the terms incorporated herein by reference. By agreeing to these terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms of Use, you must not access or use the Platform or the Sites.

Please note that Section 16 contains an arbitration clause and class action waiver. By agreeing to these Terms of Use, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that is a class action, class arbitration, or representative action.

War4earth.io reserves the right to change or modify these Terms of Use at any time and in our sole discretion. You agree and understand that by accessing or using the Site following any change to these Terms of Use, you agree to the revised Terms of Use and all of the terms incorporated therein by reference. We encourage you to review the Terms of Use from time to time to ensure that you understand the terms and conditions that apply when you access or use the Site.

War4earth.io reserves the right to apply special terms to any particular feature or function of the Platform or the Services and any such special terms shall become part of these Terms of Use upon your access and use thereof.

All capitalized terms used herein have the meanings stated in these Terms of Use, unless stated otherwise in writing signed by War4earth.io.

2) Your War4earth.io Metamask Account

You need to create a decentralised wallet account with Metamask in order to access and use the Services (each a “Wallet”). When you create a Wallet account, we will be redirected to Matamask website. Metamask is a third party wallet and all users have to agree to the terms of Metamask.

Your User wallet is subject to the following conditions:

Access: You understand and agree that access to your User Wallet is limited solely to you.

Security: You understand and agree that you are solely responsible for maintaining the security of your User wallet and control over any user names, passwords, or any other codes that you use to access the Services or the Platform. Any unauthorized access to your User wallet by third parties could result in the loss or theft of NFTs and/or funds held in your User wallet and any associated accounts, including your linked cryptocurrency wallet(s), bank account(s) and credit card(s). You understand and agree that you will not hold us responsible for managing and maintaining the security of your User wallet. You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Wallet. You are responsible for monitoring your User Wallet. If you notice any unauthorized or suspicious activity in your Wallet, please contact Third party wallet support.

Trading Fees: In order to buy or sell a NFT on the Platform, you agree to pay all applicable fees and you authorize War4earth.io to automatically deduct fees directly from your payment. You will always be provided with a breakdown of fees prior to your purchase or sale of a NFT. You are responsible for the payment of all fees due to War4earth.io for each transaction associated with your User Account, as set out and in accordance with War4earth.io fee schedule and procedures.

Communication: You agree and understand that we will communicate with you via electronic means. To ensure that you receive all of our communications, you agree to keep your email address and telephone number current and notify us if there are any changes. You agree that any notices, agreements, disclosures, or other communications delivered to your email address on record is

3) Communication

You agree that we may send you promotional communications by email, including, but not limited to, newsletters, special offers, surveys, and other news and information that we think will be of interest to you.

You agree that we may send you communications by email or text message that pertain to the status of a purchase or sale of a NFT on the Platform, and other communications that pertain to your interaction with the Sites, including but not limited to notifications about the status of a NFT that you are interested in purchasing.

You may opt out of promotional communications at any time by following the instructions provided in the email.

All notices and other communications under these Terms of Use shall be in writing and shall be deemed given when delivered by hand or postage prepaid by registered or certified mail, return receipt requested, or by email or overnight courier service to the addresses set forth in the User

Account or such other addresses as either party may specify in a written notice to the other party. Unless otherwise provided, notice shall be effective the date it is officially recorded as delivered by return receipt or equivalent or by electronic record.

4) User Content

The Platform allows users to create content, link to other websites, and display NFTs that they own (collectively, "User Content"). All User Content must comply with these Terms of Use.

Any Information you post to the Sites will be considered non-confidential and non-proprietary. By providing any User Content on the Sites, you grant us and our affiliates and our respective licensees, successors, and assigns the non-exclusive, worldwide, irrevocable, royalty-free right (with the right to sublicense to others) to use, reproduce, modify, perform, display, distribute, retransmit, publish, broadcast, hyperlink, and otherwise disclose to third parties any such information, content and material for any purpose in any and all media whether now known or hereafter created. You represent and warrant that (1) you own and control all rights in and to your User Content and have the right to grant such licenses to us and our affiliates and our respective licensees, successors, and assigns; and (2) all of your User Content do and will comply with these Terms of Use.

You understand and agree that you are responsible for any User Content that you submit or contribute, and you, not War4earth.io, have full responsibility for such User content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any User Content posted by you or any other user on the Site.

We reserve the right, in our sole discretion, to prohibit you from uploading your User Content. Although we are not required to monitor any User Content, we may, in our sole discretion, remove User Content at any time and for any reason without notice. War4earth.io may monitor User Content to detect and prevent fraudulent activity or violation of these Terms of Use.

5) Ownership

Unless otherwise indicated in writing by us, the Platform and the Site, all content, and all other materials contained therein, including, without limitation, the War4earth.io logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection, organization and arrangement thereof and all related intellectual property rights (collectively, "War4earth.io Content") are the proprietary property of War4earth.io or our affiliates, licensors, or users, as applicable. The War4earth.io logo and any product or service names, trademarks, service marks, logos, or slogans that may appear on the Platform or the Site are trademarks of War4earth.io or our affiliates. The War4earth.io content and trademarks and may not be copied, imitated, publicly displayed, distributed or used, in whole or in part, without our prior written permission.

You may not use any War4earth.io Content without our express written permission. You may not use link to the Site or otherwise use framing techniques to enclose any War4earth.io Content without our express written consent. In addition, the look and feel of the Platform, the Site and War4earth.io Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of War4earth.io and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

Notwithstanding anything to the contrary herein, you understand and agree that you shall have no ownership or other property interest in the War4earth.io Content, and you further agree that all rights therein and any use thereof are and shall forever be owned by and inure to the benefit of War4earth.io.

You acknowledge that the ownership of digital asset NFTs made available or purchased on the Platform may give you the right to view, store, exchange, sell and display the NFT publicly but does not allow or imply commercial use or ownership of intellectual property on the brand, design, music, video, art or other media displayed in your digital asset NFTs.

The intellectual property rights in any digital asset NFTs created by War4earth.io are owned by us as the contributing artist or author. We will use commercially reasonable efforts to ensure that if any digital asset NFT is minted with a fixed number of pieces or packs as a limited edition, we will not mint additional copies in the future.

The Platform and the Sites contain confidential and proprietary software, processes, data and information, and materials that may be owned by or licensed to us. This proprietary information and materials includes, but is not limited to concepts, data, drawings, documents, proposals, specifications, programs, data models, data integration tools and techniques, and the design, layout, look, appearance, features, software code and graphics of the content and materials made available to you by War4earth.io. Reproduction of the Platform or the Site (or any content or materials therein) is prohibited other than upon receiving explicit written permission of War4earth.io.

You acknowledge and agree that as between you and War4earth.io, title to and ownership of the War4earth.io proprietary processes, content and technology used in the operation of the Site, the Platform and/or the Services, and all intellectual property rights relating thereto, including without limitations: copyrights, hardware designs, algorithms, software, content "look and feel", software and user-interface designs, architecture, documentation (both printed and electronic), network designs, know-how, data, databases, ad copy, templates, trademarks, patents, trade names, trade dress, methodologies, trade secrets, confidential information and any related intellectual property rights and goodwill associated with the foregoing throughout the world (whether owned by War4earth.io or licensed to War4earth.io from a third party), and any derivatives, improvements, enhancements or extensions of, and any feedback or suggestions to, any of the foregoing, conceived, reduced to practice, or developed whether alone or jointly with others by War4earth.io or you (collectively, "War4earth.io IP"), are and will remain vested in War4earth.io at all times and for all purposes. You will not challenge, contest or otherwise take any action inconsistent with War4earth.io rights in and to the War4earth.io IP. Without limiting the foregoing, you specifically acknowledge and agree that the following features or functionality of the Platform are proprietary methodologies, know-how and trade secrets unique to War4earth.io and its licensors.

6) NFT Land Keys

The Platform will use location-based keys in connection with the buying, selling or purchasing of digital asset NFTs. Holding a location-based key like a virtual land key enables you to build and utilize the virtual land that the NFT is tied to, especially regarding building rights and things you create on the virtual land.

You acknowledge and agree, with respect to all digital asset NTFs associated with your Wallet the following:

If you sell the key, all rights that come with holding the key are also transferred to the new owner. This includes things you build on the virtual land.

Remember that keys only grant you the permission to build and use the virtual land, but you technically do not own the virtual land. We will respect and honour your building rights and will not revoke your access to it lightly, except from serious violations of these Terms of Use.

7) Your Use of The Platform, the Site and War4earth.io Content

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and the Platform displaying War4earth.io Content. Our grant of such license is subject to the following conditions:

Unlawful Activity: You agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity.

Abusive Activity: You agree not to engage in any activity that poses a threat to the Site, the Platform or War4earth.io and its businesses, for example by distributing a virus or other harmful code, or through unauthorized access to the Sites or other users' accounts.

Inappropriate Behaviour: You agree not to interfere with other users' access to or use of the Site and the Platform, including any War4earth.io content made available to you.

Communication: You agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotions, requests for donations, or spam; (2) harassing or abusing other users; (3) interfering with transactions of other users. You agree not to use data collected from the Sites or the Platform to contact individuals, companies, or other persons or entities outside the Site for any purpose, including but not limited to marketing activity.

Fraud: You agree not to engage in any activity that operates to defraud War4earth.io, other users, or any other person or that provides any false, inaccurate, or misleading information to War4earth.io.

Gambling: You agree not to utilize the Platform, the Sites or Services to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.

Taxes: You agree that you are solely responsible for determining what, if any, taxes apply to your NFT transactions. Neither War4earth.io nor any other party affiliated with War4earth.io nor providing Services related to the Site, the Platform or War4earth.io Content is responsible for determining the taxes that apply to your NFT transactions.

Intellectual Property Infringement: You agree not to (1) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law (including without limitation any User Content posted or made available on the Site); (2) use War4earth.io content without express written consent from War4earth.io; or (3)

engage in any action that implies an untrue endorsement, sponsorship or affiliation with War4earth.io.

Hyperlinks: You are hereby granted a limited, non-exclusive, non-transferable, revocable license to create a text hyperlink to the Site for non-commercial purposes; provided that such link does not portray War4earth.io, our affiliates, the Platform or the Services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal materials, or other materials that is offensive, harassing, or otherwise objectionable.

Additional Prohibitions: You agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any War4earth.ioContent; (2) modify or create derivative works from the Site or War4earth.io content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site or War4earth.ioContent; (4) download any portion of the Site or War4earth.io. Content, other than for purposes of page caching, except as expressly permitted by us.

If you are unsure whether a contemplated use would violate these Terms of Use, please contact us at the address listed below under Contact Information.

You agree and understand that we may modify part or all of the Platform, the Site or the Services without notice.

8) Privacy

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with War4earth.io Privacy Policy, which is incorporated into these Terms of Use by reference. The Privacy Policy can be found at <https://war4earth.io/privacypolicy>

9) In-Game Currency

The Platform will include virtual, in-game tokens or currency (similar to Minecraft Coins) in the form of "FKD". These particular NFTs will grant the holder in-game tokens (i.e., FKD) that can be redeemed for use in-game from War4earth.io. However, any FKD or other in-game items used on the Sites can never be redeemed for cash value from us. The FKD may be purchased from us using actual monetary instruments or using in-game currency if you have reached the age of "majority" where you live. Other than a limited, personal, revocable, non-transferable, non-sub licensable licence to use the in-game currency FKD, you have no right or title in or to any such in-game currency or FKD available on the Platform. We may at any time regulate, control, modify and/or eliminate the in-game currency and/or FKD as we see fit at our sole discretion.

10) Inherent Risks of NFTs

Please note the following risks in accessing or using the Platform or the Sites:

The price and liquidity of blockchain assets, including NFTs, are extremely volatile and may be subject to large fluctuations;

Fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility;

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of NFTs;

NFTs are not legal tender and are not backed by the government;

Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;

Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;

The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, which may result in the potential for permanent and total loss of value of a particular NFT should the market for that NFT disappear;

The nature of NFTs may lead to an increased risk of fraud or cyberattack, and may mean that technological difficulties experienced by War4earth.io may prevent the access to or use of your digital assets; and

Changes to Third Party Sites (discussed in Section 11 below) may create a risk that your access to and use of the Platform and the Sites will suffer.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that War4earth.io does not give advice or recommendations regarding NFTs, including the suitability and appropriateness of, and investment strategies for, NFTs. You agree and understand that you access and use the Platform and the Sites operated by War4earth.io at your own risk; however, this brief statement does not disclose all of the risks associated with NFTs and other digital assets. You agree and understand that War4earth.io will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using NFTs, however caused.

11) Third Parties

War4earth.io may rely on third-party platforms, including but not limited to METAMASK to perform NFT transactions. Our Sites may contain links to third-party websites or applications (collectively, "Third Party Sites"). War4earth.io does not own or control Third Party Sites. You understand and agree that your use of any Third Party Site is subject to any terms of use and/or privacy policy provided by such Third Party Site. War4earth.io is not a party to any such agreement. You should review any terms of use and/or privacy policy provided by such Third Party Site and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

War4earth.io provides these Third Party Sites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites, or their products or services. You use all links in Third Party Sites at your own risk. When you leave our Sites, our Terms of Use and our Privacy Policy no longer govern. We may, but are not obligated to, warn you that you are leaving our Sites.

Some transactions on our site may be facilitated and run by METAMASK. Any such transactions are governed by the METAMASK Terms of Service and Privacy Policy, copies of which are available at <https://consensys.net/terms-of-use/>

12) Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY THE WAR FOR EARTH, THE PLATFORM, THE SITES, THE WAR4EARTH.IO CONTENT AND ALL MATERIALS CONTAINED THEREIN, AND NFTS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WAR4EARTH.IO (AND ITS SUPPLIERS) MAKES NO WARRANTY THAT THE SITE WILL (1) MEETS YOUR REQUIREMENTS; (2) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (3) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE. WAR4EARTH.IO DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WHILE WAR4EARTH.IO ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE PLATFORM, THE SITES AND ANY WAR4EARTH.IO CONTENT SAFE, WAR4EARTH.IO CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM THE SITES, ANY WAR4EARTH.IO CONTENT, AND ANY NFTS LISTED ON OUR PLATFORM, OUR SITES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR OTHERS FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (1) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (2) SERVER FAILURE OR DATA LOSS; (3) CORRUPTED WALLET FILES; (4) UNAUTHORIZED ACCESS TO APPLICATIONS; (5) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM, THE SITES OR NFTS.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE WAX NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE METAMASK PLATFORM. WE DO NOT GUARANTEE THAT WAR4EARTH.IO OR ANY WAR4EARTH.IO PARTY CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS.

War4earth.io is not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behaviour of software (e.g., wallet, smart contract), blockchain, or any other features of NFTs. War4earth.io is not responsible for sustained losses due to late reports by developers or

representatives (or no report at all) of any issues with the blockchain supporting NFTs including forks, technical node issues or any other issues having fund losses as a result.^[1]_{SEP}

Nothing in these Terms of Use shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means

TO THE FULLEST EXTENT PROVIDED BY LAW, WAR4EARTH.IO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PLATFORM, THE SITES, ANY WAR4EARTH.IO CONTENT AND ANY OTHER MATERIALS OR CONTENT CONTAINED THEREIN (INCLUDING LINKS OR NFTS); PROVIDED, HOWEVER, THAT THE FOREGOING DISCLAIMERS DO NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WAR4EARTH.IO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OF USE, THE PLATFORM, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WAR4EARTH.IO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES, THE PLATFORM, ANY WAR4EARTH.IO CONTENT OR THIRD PARTY SITES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF WAR4EARTH.IO ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE, THE ACCESS TO AND USE OF THE PLATFORM, THE SITES, ANY WAR4EARTH.IO CONTENT, NFTS, THE THIRD PARTY SITES OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SITES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU HAVE PAID TO WAR4EARTH.IO FOR THE SERVICES IN THE LAST SIX MONTHS FROM THE TRANSACTION OUT OF WHICH LIABILITY AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF WAR4EARTH.IO FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A MEMBER OF WAR FOR EARTH'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF WAR4EARTH.IO FRAUD OR FRAUDULENT MISREPRESENTATION.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

14) Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless war4earth.io, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “War4earth.io Parties”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Platform, the Sites, any War4earth.io content or NFTs, (b) your violation of these Terms of Use, and (d) your violation of the rights of a third party, including another user or METAMASK. You agree to promptly notify War4earth.io of any third party Claims and cooperate with the War4earth.io parties in defending such Claims. You further agree that the War4earth.io parties shall have control of the defence or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND WAR4EARTH.IO.

15) Governing Law

These Terms of Use, your access and use of the Platform, the Sites, and any war4earth.io, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms of Use shall be governed by the laws of the State of New Jersey, as if these Terms of Use are a contract wholly entered into and wholly performed within the State of Texas. THE PLATFORM AND THE SITES ARE OPERATED BY THE WAR FOR EARTH ON SERVERS LOCATED IN CLOUDS. YOU UNDERSTAND AND AGREE THAT YOUR USE OF WAR4EARTH.IO AS CONTEMPLATED BY THESE TERMS OF USE SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF NEW JERSEY AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

16) Disputes

Please read the following agreement to arbitrate (“Arbitration Agreement”) in its entirety. This clause requires you to arbitrate disputes with War4earth.io and limits the manner in which you can seek relief from us.

You agree that any dispute or claim relating in any way to: your access, use, or attempted access or use of the Platform, the Sites and the War4earth.io content, any products sold or distributed through the Sites, or any aspect of your relationship with War4earth.io will be resolved by binding arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or War4earth.io may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyright, or patent). You agree that any such arbitration shall be settled solely and exclusively by binding arbitration held in New Jersey and conducted in English, rather than in court.

The arbitrator shall have exclusive authority to (1) determine the scope and enforceability of this Arbitration Agreement; and (2) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including but not limited to any claim that all or part of this Arbitration Agreement is void or voidable; (3) decide the rights and liabilities, if any, of you and WAR FOR EARTH; (4) grant motions dispositive of all or part of any claim; (5) award monetary damages and grant any non-monetary remedy or relief available to a party under applicable law, arbitration rules, and these Terms of Use (including the Arbitration Agreement). The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Such an award is final and binding upon you and us.

You understand that by agreeing to this Arbitration Agreement, you and War4earth.io are each waiving their right to trial by jury and to participate in a class action or class arbitration.

If any part of this Arbitration Agreement is found to be invalid or unenforceable, then such part shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue to in full force and effect.

This Arbitration Agreement shall survive the termination of your relationship with war4earth.io.

17) Termination

We reserve the right, without notice and in our sole discretion, to terminate your license to access or use the Platform, the Sites or the War4earth.io content, at any time and for any reason. You understand and agree that we shall have no liability or obligation to you in such an event. All obligations (including ownership, confidentiality, disclaimers and limitations of liability, governing law and arbitration) that are by the nature intended to survive the expiration or termination of these Terms of Use shall survive and you will continue to be bound by these obligations.

18) Severability

If any term, clause, or provision of these Terms of Use is held invalid or unenforceable, then that term, clause, or provision shall be severable from these Terms of Use and will not affect the validity or enforceability of any remaining part of that term, cause, or provision, or any other terms, clause, or provision of these Terms of Use.

19) Entire Agreement

These Terms of Use (and all documents referenced herein) comprise the entire and integrated agreement between you and War4earth.io relating to your access to and use of the Platform, the Sites and War4earth.io content, and supersede any and all prior discussions agreements, and understandings of any kind (including without limitation prior versions of this User Agreement). Except as otherwise provided herein, these Terms of Use are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

20) Survival

You agree and understand that all provisions of these Terms of Use shall survive the termination or expiration of these Terms of Use.

21) Electronic Signature Consent to These Terms of Use

War4earth.io relies on an electronic signature process as official authorization for your agreement as well as any changes to these Terms of Use or any transactions conducted using the Platform on the Sites or the Services. By accessing the Sites or the Platform and, where prompted clicking “I Agree” or “Click to Consent” or by submitting any order for other Services, you agree to conduct each transaction by electronic means and War4earth.io and you hereby state that electronic signatures shall have the same force and effect as an original signatures with respect to these Terms of Use and all written agreements entered into between you and War for Earth. You may revoke approval of this electronic signature process at any time with prior written notice to War4earth.io; however this will result in War4earth.io suspension or termination of the Services and/or your access and use of the Site or the Platform absent your acknowledgment of agreement or consent by other valid legal means.

We can deliver electronic records (and/or paper copies) to you (i) by displaying or delivering by email or, (ii) by requesting that you print or download the electronic record and retain it for your records at the time of execution, or (iii) in response to your written request for a copy of the electronic records sent to us at the contact address set forth under “Contact Information” to the attention of support@war4earth.io. You may or may not incur additional fees for receiving paper copies of documents – please refer to our fee schedule for current fees related to transactions on the Platform or the Sites.

22) Confidentiality

You will hold any and all content, information and materials comprising War4earth.io IP in strict confidence and not disclose those items to others. You will employ all reasonable steps to protect such confidential information from unauthorized or inadvertent use, dissemination or disclosure. You will limit access to your employees and contractors having a need to know and only to the extent necessary to enable you to adequately perform your rights and obligations under these Terms. You further will undertake to ensure the individual compliance of each employee or contractor to whom you give access or use. No copies of the content, information and materials comprising War4earth.io IP may be made or retained by you. You agree not to remove any identification, copyright or other proprietary notices from such content, information and materials comprising War4earth.io IP. You will implement appropriate administrative, technical, and physical safeguards and other appropriate measures to protect the security, confidentiality, and integrity of any such confidential information disclosed to you by War or Earth. In the event you discover any actual or suspected misuse of, disclosure or loss of, or inability to account for any of our confidential information, you shall promptly: (i) notify War4earth.io upon becoming aware thereof; (ii) furnish to us with full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist us in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of our confidential information; (iii) take such actions as may be necessary or reasonably requested by us to minimize the violation; and (iv)

cooperate in all reasonable respects with us to minimize the violation and any resulting damages. You further will not disclose the terms of these Terms of Use (including any order confirmed by us) including but not limited to pricing, duration, and volume or frequency commitments, to a third party, except as required by law or to enforce your contract rights through legal process.

23) Specific Performance

The parties understand and agree that, due to the highly competitive nature of the cryptocurrency and NFT industries, the breach of any covenants and obligations of limited use, ownership and confidentiality set forth these Terms of Use may cause irreparable injury to War4earth.io for which no adequate remedy at law will be available. Therefore, War4earth.io will be entitled, in addition to such other remedies as it may have hereunder, to a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of these Terms of Use without first posting bond or proving actual damages.

24) Consumer Review Fairness Act

The Consumer Review Fairness Act gives you certain protection against “gag” clauses prohibiting the disparagement of a service provider’s service offerings. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, no clause in these Terms of Use shall be constructed to (i) prohibit or restrict the ability of, or impose a penalty or fee against, you from engaging in any Covered Communication or (ii) transfer or require you to transfer to War4earth.io any intellectual property rights in any otherwise lawful Covered Communication other than the non-exclusive license set forth in this Agreement; provided however that: (1) the foregoing shall not affect (A) any duty of confidentiality imposed by law, (B) any civil actions for defamation, libel or slander or any similar causes of action, or (C) war4earth.io right to remove or refuse to display publicly on an Internet website or webpage owned, operated or otherwise controlled by War4earth.io any Covered Communication that contains the personal information or likeness of any person, or is libellous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or is unrelated to the goods and services offered by or available at war4earth.io Internet websites or webpages; and (2) the foregoing shall not apply to the extent that the clause in this Agreement prohibits disclosure or submission of (A) trade secrets or commercial or financial information obtained from any person and considered privileged or confidential, (B) personnel and medical files and similar information, the disclosure of which would constitute a clearly and unwarranted invasion of personal privacy, (C) records or information compiled for law enforcement purposes, the disclosure of which would constitute a clearly and unwarranted invasion of personal privacy, (D) content that is unlawful or otherwise meets the requirements of subsection (2)(C) above, or (E) content that contains any computer viruses, worms, or other potentially damaging computer code, processes, programs, applications or files. You grant war4earth.io, its successors and assign, the non-exclusive, perpetual, irrevocable, fully-paid, royalty-free right to copy, use, reproduce, edit, display, or commercially exploit any Covered Communication, in whole or in part, in any media (including Internet) whether now know or hereafter created, without the requirement of an accounting or prior written notice to you by war4earth.io. For purposes of these Terms of Use, “Covered Communication” means any written, oral or pictorial (including pictures, photographs, video, illustrations and symbols) review,

performance assessment of, or other similar analysis of, including by electronic means, the goods, services or conduct of War4earth.io by you.

25) Notice of Claims of Intellectual Property Violations

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any materials submitted to the Service, the Platform and/or the Site infringe your copyright, you (or your agent) may send War4earth.io a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site or the Platform are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow War4earth.io to locate the material on the Site or the Platform; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site or the Platform should be sent to info@war4earth.io . We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Please provide all of the information requested above. No specific form is required to provide War4earth.io with notifications of possible infringement. However, it will take War4earth.io longer to process your notice if any of this information is not provided, and in some cases, we may not be able to process your notice. Also please note that, due to security concerns, attachments cannot be accepted. Accordingly, any notification of possible infringement submitted electronically with an attachment will not be received or processed.

26) Miscellaneous Terms

Failure by us to enforce any particular term of these Terms of Use shall not be construed as a waiver of any of our rights hereunder. Your use of the Platform, the Site and the Services is personal and you may not assign or transfer any of your rights and obligations under these Terms of Use without our prior written authorization. We may subcontract, assign, transfer or convey our rights and obligations under this Agreement by contract, merger, reorganization or operation of law to a third party without your prior notice or consent.

27) Contact Information

If you have any questions, would like to provide feedback, or would like more information about war4earth.io, please feel free to email us at info@war4earth.io. If you would like to lodge a complaint, please contact us at support@war4earth.io