1 Terms of Use

Version 0.1 - JULY 2021 2

4 WELCOME TO GREEN RABBIT HOLDINGS LLC, GREEN RABBIT AD VENTURES ONLINE GAME. BY USING OR ACCESSING GREEN RAB BIT GAME (AS DEFINED BELOW), BY CALLING AN ACTION ON A GREEN RABBIT GAME SMART CONTRACT AND/OR BY CLICKIN G ON "I ACCEPT" ON THE SCREEN WHERE THIS AGREEMENT IS DISPLAYED, YOU ARE DEEMED TO AGREE TO BE BOUND BY AND ACCEPT THE TERMS OF THIS AGREEMENT, AS SET OUT BELOW (THE "ACCEPTANCE"). IF YOU DO NOT AGREE TO THESE TER MS, YOU ARE NOT AUTHORIZED TO USE, ACCESS, CONNECT TO OR REGISTER TO ACCESS GREEN RABBIT GAME AND YOU MUST IMMEDIATELY CEASE DOING SO. IF YOU ARE ACCEPTING THI S AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENT ITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUT HORITY TO BIND THE COMPANY OR LEGAL ENTITY (AND ITS E MPLOYEES) TO THIS AGREEMENT. THIS AGREEMENT IS ENTERE D INTO BY AND BETWEEN GREEN RABBIT HOLDINGS LLC, LOCA TED IN LOS ANGELES, CALIFORNIA ("GREEN RABBIT HOLDING S" OR "WE") AND YOU AND ANY OTHER PERSON, COMPANY OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT ("END USER" OR "YOU"). THESE TERMS OF USE INCORPORATE BY THIS REFERENCE AND MUST BE READ I N CONJUNCTION WITH OUR PRIVACY NOTICE AND COOKIES NOT ICE.

1. Definitions

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- 8 Unless otherwise defined in these Terms of Use, capit alized terms shall have the meanings set out in this
- 10 "Acceptance" shall have the meaning ascribed in the h eader of this Agreement.
- 12 "Agreement" or "Terms of Use" shall mean these terms of use for GREEN RABBIT GAME.

TERMS OF USE

Version 0.2 - AUGUST 2021

- 3 WELCOME TO GREEN RABBIT HOLDINGS LLC, GREEN RABBIT AD VENTURES ONLINE GAME. BY USING OR ACCESSING GREEN RAB BIT GAME (AS DEFINED BELOW), BY CALLING AN ACTION ON A GREEN RABBIT GAME SMART CONTRACT AND/OR BY CLICKIN G ON "I ACCEPT" ON THE SCREEN WHERE THIS AGREEMENT IS DISPLAYED, YOU ARE DEEMED TO AGREE TO BE BOUND BY AND ACCEPT THE TERMS OF THIS AGREEMENT, AS SET OUT BELOW (THE "ACCEPTANCE"). IF YOU DO NOT AGREE TO THESE TER MS, YOU ARE NOT AUTHORIZED TO USE, ACCESS, CONNECT TO OR REGISTER TO ACCESS GREEN RABBIT GAME AND YOU MUST IMMEDIATELY CEASE DOING SO. IF YOU ARE ACCEPTING THI S AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENT ITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUT HORITY TO BIND THE COMPANY OR LEGAL ENTITY (AND ITS E MPLOYEES) TO THIS AGREEMENT. THIS AGREEMENT IS ENTERE D INTO BY AND BETWEEN GREEN RABBIT HOLDINGS LLC. LOCA TED IN LOS ANGELES, CALIFORNIA ("GREEN RABBIT HOLDING S" OR "WE") AND YOU AND ANY OTHER PERSON, COMPANY OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT ("END USER" OR "YOU"). THESE TERMS OF USE INCORPORATE BY THIS REFERENCE AND MUST BE READ I N CONJUNCTION WITH OUR PRIVACY NOTICE AND COOKIES NOT ICE.
- Definitions
- 6 Unless otherwise defined in these Terms of Use, capit alized terms shall have the meanings set out in this
- 7 "Acceptance" shall have the meaning ascribed in the h eader of this Agreement.
- 8 "Agreement" or "Terms of Use" shall mean these terms of use for GREEN RABBIT GAME.
- "GREEN RABBIT GAME" shall mean any and all of (i) any GREEN RABBIT GAME smart contract, meaning a smart con tract installed on any of the following accounts on t he WAX blockchain: gr or any account in the format x. gr where "x" is any group of alphanumeric characters, or the account greenrabbit, greenrabpool, greenrabbit s or greenrabpack; or a smart contract installed on a Permissioned Green Rabbit account, as well as (ii) th e Website and (iii) any user interface, documents, ma terials and/or services made available through the We bsite (if any; collectively the "Services"), in each case as updated or amended from time to time.

- "GREEN RABBIT GAME" shall mean any and all of (i) any GREEN RABBIT GAME smart contract, meaning a smart contract installed on any of the following accounts on the WAX blockchain: gr or any account in the format x. gr where "x" is any letter, or the account greenrabbit, greenrabpool, greenrabbits or greenrabpack; or a smart contract installed on a Permissioned Green Rabbit account, as well as (ii) the Website and (iii) any user interface, documents, materials and/or services made available through the Website (if any; collectively the "Services"), in each case as updated or amended from time to time.
- "Member Client" shall mean the web front end which fa cilitates calling actions on GREEN RABBIT GAME and/or a Green Rabbit smart contracts.

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- 18 "Green Rabbit Holdings" or "we" shall have the meanin g ascribed in the header of this Agreement.
- "End User" or "you" shall have the meaning ascribed in the header of this Agreement.
- "Permissioned Green Rabbit" shall mean an account ini tially created by Green Rabbit Holdings LLC and relea sed to the users of GREEN RABBIT GAME that receives a daily allocation of Shellinium from gr.
- "Green Rabbit Member Client" shall mean the account a nd smart contracts of the Permissioned GREEN RABBIT G AME and its decentralized autonomous community.
- 8 "Atomic Assets Smart Contract" means the smart contract installed in the Atomic Assets account on the WAX blockchain (viewable for example at https://wax.bloks.io/account/atomicassets) or any successor digital item standard in the database of which GREEN RABBIT GA ME NFTs exist as a row.
- 30 "Reverse Engineer" shall mean the examination or anal ysis of GREEN RABBIT GAME to determine its source cod e, sequence, structure, organization, internal desig n, algorithms or encryption devices.
- 32 "Section" shall mean any section of this Agreement.
- 34 "The Website" is the website at "greenrabbitgame.io" (or such other URL as the website may subsequently be hosted at; the Website).
- 36 2. Form of Agreement and Interpretation

"Member Client" shall mean the web front end which fa cilitates calling actions on GREEN RABBIT GAME and/or a Green Rabbit smart contracts.

- 11 "Green Rabbit Holdings" or "we" shall have the meanin g ascribed in the header of this Agreement.
- 12 "End User" or "you" shall have the meaning ascribed i n the header of this Agreement.
- "Permissioned Green Rabbit" shall mean an account initially created by Green Rabbit Holdings LLC and released to the users of GREEN RABBIT GAME that receives a regular allocation of Shellinium from GREEN RABBIT GAME.
- "Atomic Assets Smart Contract" means the smart contract installed in the Atomic Assets account on the WAX blockchain (viewable for example at https://wax.bloks.io/account/atomicassets) or any successor digital item standard in the database of which GREEN RABBIT GAME NFTs exist as a row.

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 User following its Acceptance by the End User. It sh
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 e parties, and govern their rights and obligations, w
 ith regard to its subject matter.

- This Agreement shall apply and be binding on the End User following its Acceptance by the End User. It shall form an integral part of the agreement between the parties, and govern their rights and obligations, with regard to its subject matter.
- 40 No specific conditions and no other terms and conditi ons of the End User or any of its affiliates or any t hird party shall prevail over this Agreement, unless formally accepted in writing by Green Rabbit Holding s.
- This Agreement shall not be construed against any party on the grounds that such party prepared or drafted this Agreement. In this Agreement, unless the context otherwise requires, (i) words in the singular include the plural and vice versa and words in one gender include any other gender, (ii) a reference to a statute or statutory provision includes any subordinate legis slation made under it and any statute or statutory provision which modifies, consolidates, re-enacts or su persedes it whether such statute or statutory provision comes into force before or after the date of this Agreement.
- 44 3. License

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- 46 3.1 Rights
- Unless otherwise stated in this Agreement, Green Rabb it Holdings is the owner or licensee of all rights in cluding all copyrights, trademarks and other intellec tual property rights relating to or included within G REEN RABBIT GAME, the Website, Materials and Services ("Rights"). For the avoidance of doubt, and to the gr eatest extent permitted at law, the Rights include wi thout limitation all Rights in respect of all graphic s, logos, text elements, images and all other element s included in and deriving from the gameplay and virt ual world featured in GREEN RABBIT GAME, including wi thout limitation in-game names, characters, locations and any virtual assets or items ("Virtual Items") and their associated benefits or properties acquired or p rovided for use within GREEN RABBIT GAME.
- 50 Grant of License
- 52 GREEN RABBIT GAME is licensed, not sold, to you with the scope set out below. The license granted to you is limited in scope as described in Section 3.2.
- 54 3.2 Scope

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- The license is worldwide, non-commercial, non-exclusi ve, non-transferable, non-sublicensable and subject t o the boundaries of the Permitted Use ("Scope"). The terms of this Agreement, including, without limitati on, the Scope, will apply to GREEN RABBIT GAME and it s use, including upgrades, unless an upgrade is accom panied by a new version of this Agreement or a separa te Agreement.
- 58 3.3 Age Restrictions
- 60 You must not use GREEN RABBIT GAME, the Website, Mate rials and Services if you are under 21 years of age.
- 62 Commercial use, streaming, video sharing:

- 21 No specific conditions and no other terms and conditi ons of the End User or any of its affiliates or any t hird party shall prevail over this Agreement, unless formally accepted in writing by Green Rabbit Holding
 5.
- 22 This Agreement shall not be construed against any par ty on the grounds that such party prepared or drafted this Agreement. In this Agreement, unless the context otherwise requires, (i) words in the singular include the plural and vice versa and words in one gender inc lude any other gender, (ii) a reference to a statute or statutory provision includes any subordinate legi slation made under it and any statute or statutory provision which modifies, consolidates, re-enacts or su persedes it whether such statute or statutory provisi on comes into force before or after the date of this Agreement.
- 23 3. License
- 24 3.1 Rights
- 25 Unless otherwise stated in this Agreement, Green Rabb it Holdings is the owner or licensee of all rights in cluding all copyrights, trademarks and other intellec tual property rights relating to or included within G REEN RABBIT GAME, the Website, Materials and Services ("Rights"). For the avoidance of doubt, and to the gr eatest extent permitted at law, the Rights include wi thout limitation all Rights in respect of all graphic s, logos, text elements, images and all other element s included in and deriving from the gameplay and virt ual world featured in GREEN RABBIT GAME, including wi thout limitation in-game names, characters, locations and any virtual assets or items ("Virtual Items") and their associated benefits or properties acquired or p rovided for use within GREEN RABBIT GAME.
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- 31 You must not use GREEN RABBIT GAME, the Website, Mate rials and Services if you are under 21 years of age.
- 32 Commercial use, streaming, video sharing:

64 The license is for personal and non-commercial use, i t does not comprise the right to commercialize GREEN RABBIT GAME or elements thereof. You may not perform in-game services during your use of GREEN RABBIT $\ensuremath{\mathsf{GAM}}$ E, the Website, Materials or Services for any form of compensation outside of GREEN RABBIT GAME. Notwithsta nding the above, you have the right to capture and st ream or otherwise distribute on live streaming platfo rms and/or video sharing platforms, subject to your a dherence, at all times, with the terms and conditions of - and the additional obligations imposed by - such platforms, video content of your personal gameplay, p rovided that such video content shall (a) be complian t with the Posting and Image Policies, (b) be accessi ble to the general public free of charge and (c) shal l contain a disclaimer whereas any views and opinions expressed in such video content are exclusively your own and do not represent views or opinions of Green Rabbit Holdings or any other person or entity associ ated with GREEN RABBIT GAME. Green Rabbit Holdings re serves the right to revoke such right with regard to existing or potential future content, if it deems an y such video content, within its sole discretion, to be, or to potentially be, inappropriate or otherwise detrimental to the operation or commercialization of GREEN RABBIT GAME. In such event, you hereby agree t o immediately remove from public access or alter, as instructed by Green Rabbit Holdings, upon first requ est of Green Rabbit Holdings, any such content and th

66 Comments and other forms of communication:

with such removal or alteration.

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68 You may use GREEN RABBIT GAME commenting functions or other forms of communication within GREEN RABBIT GAME only in accordance with and in observation of (a) the posting policy pursuant to section 8 hereof (the "Posting Policy") and (b) the image policy pursuant to section 9 hereof (the "Image Policy").

at you will not pursue Green Rabbit Holdings for any

actual or potential loss you may incur in connection

70 No modifications, tampering or circumvention:

72 You may neither modify, decompile, disassemble nor ot herwise tamper with or circumvent all or any portion of GREEN RABBIT GAME, in particular, but not limited to, the underlying rules and mechanics of the game an d/or the code of GREEN RABBIT GAME, its user interface and/or its operating principles.

74 No reverse engineering:

76 You may not Reverse Engineer GREEN RABBIT GAME or oth erwise attempt in any way to derive or otherwise dete rmine the source code for the operation of GREEN RABB IT GAME.

78 No copies, no derivative works:

The license is for personal and non-commercial use, i t does not comprise the right to commercialize GREEN RABBIT GAME or elements thereof. You may not perform in-game services during your use of GREEN RABBIT GAM E, the Website, Materials or Services for any form of compensation outside of GREEN RABBIT GAME. Notwithsta nding the above, you have the right to capture and st ream or otherwise distribute on live streaming platfo rms and/or video sharing platforms, subject to your a dherence, at all times, with the terms and conditions of - and the additional obligations imposed by - such platforms, video content of your personal gameplay, p rovided that such video content shall (a) be complian t with the Posting and Image Policies, (b) be accessi ble to the general public free of charge and (c) shal 1 contain a disclaimer whereas any views and opinions expressed in such video content are exclusively your own and do not represent views or opinions of Green Rabbit Holdings or any other person or entity associ ated with GREEN RABBIT GAME. Green Rabbit Holdings re serves the right to revoke such right with regard to existing or potential future content, if it deems an y such video content, within its sole discretion, to be, or to potentially be, inappropriate or otherwise detrimental to the operation or commercialization of GREEN RABBIT GAME. In such event, you hereby agree t o immediately remove from public access or alter, as instructed by Green Rabbit Holdings, upon first requ est of Green Rabbit Holdings, any such content and th at you will not pursue Green Rabbit Holdings for any actual or potential loss you may incur in connection

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40 No copies, no derivative works:

- 80 You may not adapt, reproduce, store, distribute, prin t, display, publish or create copies or derivative wo rks from any part of GREEN RABBIT GAME, the Website, Materials or Services other than in accordance with the License.
- 82 No use of bots:

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- 84 You may not utilise any automated software or "bots" in relation to your access or use of GREEN RABBIT GA ME, the Website, Materials or Services. No server ove rload: You may not knowingly perform any actions that may cause the computers used to support the Website, Materials and Services (the "Servers") to become ove rloaded or crash.
- 86 No multi-accounting:
- 88 You may not utilise more than one account to access o r use the GREEN RABBIT GAME, the Website, Materials o r Services with the intention or aim to circumvent an y part of the Terms of Service nor any part of the GR EEN RABBIT GAME gameplay mechanics. You may not move your NFTS, Shellinium or FTs between accounts or oth er players with the intention or aim to circumvent an y part of the Terms of Service nor any part of the GR EEN RABBIT GAME gameplay mechanics. Green Rabbit Hold ings will review these instances on a case-by-case ba sis and, depending on the situation, allow specific a ccounts this ability in the interest of security such as those using a web wallet and local software wallet for the secure storage of their NFTs and not with the intention or aim to violate any part of the Terms of Service nor any part of the GREEN RABBIT GAME gamepl av mechanics.
- 90 No unauthorized server access:
- 92 You may not connect to the Servers through any software other than the authorized game client software.
- 94 No data gathering and extraction:
- You may not use any data gathering and extraction too ls or software to extract information from the Websit e or utilize framing techniques to enclose any of the contents of the Website.
- 98 No unauthorized use of trademarks, logos, proprietary names and graphics:

- Without Green Rabbit Holdings written approval, you may not use any of Green Rabbit Holdings or GREEN RABB IT GAME logos, trademarks or other proprietary names or graphics. For the avoidance of doubt, this restriction also applies if such uses are made in association with links to GREEN RABBIT GAME.
- 102 No unauthorized use of meta tags:

- 41 You may not adapt, reproduce, store, distribute, prin t, display, publish or create copies or derivative wo rks from any part of GREEN RABBIT GAME, the Website, Materials or Services other than in accordance with the License.
- 42 No use of bots:
- 43 You may not utilise any automated software or "bots" in relation to your access or use of GREEN RABBIT GA ME, the Website, Materials or Services. No server ove rload: You may not knowingly perform any actions that may cause the computers used to support the Website, Materials and Services (the "Servers") to become ove rloaded or crash.
- 44 No multi-accounting:
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- 46 No unauthorized server access:
- 47 You may not connect to the Servers through any softwa re other than the authorized game client software.
- 48 No data gathering and extraction:
- 49 You may not use any data gathering and extraction too ls or software to extract information from the Websit e or utilize framing techniques to enclose any of the contents of the Website.
- No unauthorized use of trademarks, logos, proprietary names and graphics:
- 1 Without Green Rabbit Holdings written approval, you m ay not use any of Green Rabbit Holdings or GREEN RABB IT GAME logos, trademarks or other proprietary names or graphics for commercial or individual gain. For the avoidance of doubt, this restriction also applies if such uses are made in association with links to GREEN RABBIT GAME.

52 No unauthorized use of meta tags:

Without Green Rabbit Holdings written approval, you m ay not use any meta tags or other hidden text which i ncorporate Green Rabbit Holdings name or any of its i ntellectual property including trademarks.

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- The foregoing restrictions shall not apply if, and on ly to the extent that, any such restriction is prohib ited by the applicable laws or license terms applicable to the use of open source components included in the GREEN RABBIT GAME. If you require certain interface information for compatibility, interoperability, maintenance or development purposes, you may request Green Rabbit Holdings to make such interface information available as required by applicable law.
- 108 Any use of GREEN RABBIT GAME other than a Permitted U se is a material breach of this Agreement. We may, bu t have no obligation to, monitor your use of GREEN RA BBIT GAME to ensure that you are adhering to the Perm itted Use rules.
- 110 4. Account Registration, Username
- 112 To acquire or make full use of GREEN RABBIT GAME and any of the Website, Materials and Services you will need to register for a GREEN RABBIT GAME user account ("User Account"). By registering for a User Account, you warrant that all information and personal details you provide to Green Rabbit Holdings are correct. In addition, you acknowledge that you are aware that the Game can have a 21 years+ classification in certain jurisdictions and warrant that you are over 21 years of age. You may not transfer your registration or any rights you may have in your User Account to any other person or entity. For the avoidance of doubt, you acknowledge that you will have no ownership rights in your User Account.
- 114 You will be required to set a username for your User Account and as the case may be, other identifiers in relation to your access or use of GREEN RABBIT GAME, the Website, Materials and Services (any such userna mes or identifiers "Usernames"). Usernames may be vie wable by other users of any of GREEN RABBIT GAME, the Website, Materials and Services as applicable. You wa rrant that any Username you set or otherwise use shall comply with the Posting Policy.
- 116 Green Rabbit Holdings reserves the right without notice, explanation or liability to:
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 118 restrict or remove your ability to freely set a Use
- 120 disallow any specific Username;
- $\ensuremath{\text{122}}$ edit any specific Username; and/or

- 53 Without Green Rabbit Holdings written approval, you m ay not use any meta tags or other hidden text which i ncorporate Green Rabbit Holdings name or any of its i ntellectual property including trademarks.
- The foregoing restrictions shall not apply if, and on ly to the extent that, any such restriction is prohib ited by the applicable laws or license terms applicable to the use of open-source components included in the GREEN RABBIT GAME. If you require certain interface information for compatibility, interoperability, maintenance or development purposes, you may request Green Rabbit Holdings to make such interface information available as required by applicable law.

- 55 Any use of GREEN RABBIT GAME other than a Permitted U se is a material breach of this Agreement. We may, bu t have no obligation to, monitor your use of GREEN RA BBIT GAME to ensure that you are adhering to the Perm itted Use rules.
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- 58 You will be required to set a username for your User Account and as the case may be, other identifiers in relation to your access or use of GREEN RABBIT GAME, the Website, Materials and Services (any such userna mes or identifiers "Usernames"). Usernames may be vie wable by other users of any of GREEN RABBIT GAME, the Website, Materials and Services as applicable. You wa rrant that any Username you set or otherwise use shall comply with the Posting Policy.
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- 61 disallow any specific Username;
- 62 edit any specific Username; and/or

124 - fully remove any Usernames from GREEN RABBIT GAME, the Website or anywhere else related to the Material s and Services (including as part of the GREEN RABBIT GAME' gameplay) where they appear or are stored.

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126 Green Rabbit Holdings reserves the right, acting at i ts sole discretion, to refuse to accept your registra tion request for a User Account. To the greatest exte nt permitted by law, Green Rabbit Holdings also reser ves the right, acting at its sole discretion, at any time to cancel your registration and access to your User Account or to restrict, limit or otherwise chan ge your existing rights of access to your User Accoun t, or any specific feature or benefit afforded to you in relation to your User Account, including without 1 imitation in respect of any Virtual Items (any such a ction a "Ban"), if it believes, at its sole discretio n, that you have breached these Terms of Use or any o ther agreements between the Parties or for any other reason whatsoever. In such event you agree that Gree n Rabbit Holdings will not be required to provide you with prior notice or explanation in respect of such a ction. Unless notified otherwise by Green Rabbit Hold ings within 10 calendar days of such Ban, any Ban by which your access to your User Account is fully canc elled shall be deemed as an immediate termination of this Agreement pursuant to Section 19. In an event o f a Ban, you agree that you will remain fully bound u nder the terms of this Agreement until its terminatio n or expiry.

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Green Rabbit Holdings may also, where it believes such action is necessary, without notice, block IP addresses of any users who Green Rabbit Holdings believes, at its sole discretion, have breached these Terms of

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130 5. Passwords, Access

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132 You must keep all password and login information asso ciated with your User Account confidential and not di sclose such information to any third-party or allow a third-party access to your User Account without first obtaining Green Rabbit Holdings written consent. You will be solely responsible for all activities undert aken and/or costs incurred under the use of your pass word and login. You must notify Green Rabbit Holdings immediately if you know or suspect that your User Account has been accessed by a third-party or your login or password details have been, or may have been, obta ined by a third-party.

- 63 fully remove any Usernames from GREEN RABBIT GAME, the Website or anywhere else related to the Material s and Services (including as part of the GREEN RABBIT GAME' gameplay) where they appear or are stored.
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- 134 You are solely responsible of ensuring that any proce ss, devices and/or services you employ to access or u se GREEN RABBIT GAME or any of the Website, Materials and Services (in particular, without limitation, to a cquire, hold, manage and sell NFTs) do not expose you to the risk of viruses, malicious computer code or ot her forms of interference which may damage your own c omputer system and/or any data contained therein. To the greatest extent permitted by law and without lim iting the generality of Section 14, Green Rabbit Hold ings excludes any liability for any interference or d amage to your devices, computer system and/or any dat a contained therein in connection with your access or use of GREEN RABBIT GAME or any of the Website, Mater ials and Services.
- 136 6. Virtual Items, Shellinium, NFTs, FTs
- 138 6.1 General rule

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- 140 Subject to the following specific rules for Virtual I tems issued as NFTs or Shellinium, you will have no o wnership rights in any Virtual Items in GREEN RABBIT GAME. Such Virtual Items may be modified, replaced, altered or removed by Green Rabbit Holdings at any t ime under Section 10 of this Agreement, whether or no t they were purchased for consideration or obtained a s part of the gameplay.
- 142 6.2 Shellinium
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- 68 You are solely responsible of ensuring that any proce ss, devices and/or services you employ to access or u se GREEN RABBIT GAME or any of the Website, Materials and Services (in particular, without limitation, to a cquire, hold, manage and sell NFTs) do not expose you to the risk of viruses, malicious computer code or ot her forms of interference which may damage your own c omputer system and/or any data contained therein. To the greatest extent permitted by law and without lim iting the generality of Section 14, Green Rabbit Hold ings excludes any liability for any interference or d amage to your devices, computer system and/or any dat a contained therein in connection with your access or use of GREEN RABBIT GAME or any of the Website, Mater ials and Services.
- 69 6. Virtual Items, Shellinium, NFTs, FTs
- 70 6.1 General rule
- 71 Virtual Items may be modified, replaced, altered or r moved by Green Rabbit Holdings at any time under Sec tion 10 of this Agreement, whether or not they were p urchased for consideration or obtained as part of the gameplay.

- 72 6.2 Shellinium
- 73 Green Rabbit Holdings may from time-to-time offer " S hellinium" for purchase or as an award for certain ac hievements within GREEN RABBIT GAME gameplay in accor dance with the procedures and further terms specified within Green Rabbit Holdings sole discretion. Units o f Shellinium may be issued as tokens issued on the WA X Blockchain or otherwise as Blockchain based tokens and may be used to pay for certain other Virtual Ite ms, advantages and services within or in connection w ith GREEN RABBIT GAME, as may be offered from time to time. Shellinium may be purchased within the Services using WAXP or a promotional code or gift card. All sa les of Shellinium are final and non-refundable to the extent permissible under applicable laws. Shellinium is not intended to constitute personal property, has no cash value, and has no value outside of GREEN RAB BIT GAME and/or the Services. Other than for the purp ose of engaging in the gameplay of GREEN RABBIT GAME, Shellinium may not be transferred to any other person with the intention or aim to circumvent any part of t he Terms of Service nor any part of the GREEN RABBIT GAME gameplay mechanics.

144 Green Rabbit Holdings may from time to time offer " S hellinium" for purchase or as an award for certain ac hievements within GREEN RABBIT GAME gameplay in accor dance with the procedures and further terms specified within Green Rabbit Holdings sole discretion. Units o f Shellinium may be issued as tokens issued on the WA X Blockchain or otherwise as Blockchain based tokens and may be used to pay for certain other Virtual Ite ms, advantages and services within or in connection w ith GREEN RABBIT GAME, as may be offered from time to time. Shellinium may be purchased within the Services using WAXP or a promotional code or gift card. All sa les of Shellinium are final and non-refundable to the extent permissible under applicable laws. Shellinium does not constitute personal property, has no cash va lue, and has no value outside of GREEN RABBIT GAME an d/or the Services. Other than within the gameplay of GREEN RABBIT GAME, Shellinium may not be transferred or sold to any other person.

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147

146 6.3 NFTs

148 Notwithstanding the above, GREEN RABBIT GAME gameplay allows its users to own certain specific virtual asse ts, as Green Rabbit Holdings may design and release, within its sole discretion, from time to time, in fo rm of non-fungible tokens issued on the WAX Blockchai n or otherwise as Blockchain based tokens, as well as the underlying smart contracts ("NFTs"). NFTs may, bu t do not have to, be designed as digital collectibles and/or items with a function within $\ensuremath{\mathsf{GREEN}}$ RABBIT $\ensuremath{\mathsf{GAM}}$ E' gameplay. Such NFTs are subject to the following p olicy:

149

150 Distribution of NFTs:

151 152 NFTs can be earned within GREEN RABBIT GAME in accord

ance with the smart contracts' functionality, as may be determined at the sole discretion of Green Rabbit Holdings, from time to time. In addition, Green Rabbi t Holdings may at any time, but has no obligation to, offer NFTs for sale or otherwise distribute NFTs in s uch process and pursuant to such terms as Green Rabbi t Holdings may determine within its sole discretion. This includes, without limitation, the right to prov ide NFTs at no charge to any individual user of group of users of GREEN RABBIT GAME, the Website, Materials and/or Services or to third parties. Unless otherwise agreed with Green Rabbit Holdings in writing, users o f GREEN RABBIT GAME, including the End User, have no preferential subscription rights or similar rights i n connection with any issuance and/or distribution of NFTs by Green Rabbit Holdings.

154 Purchase of NFTs:

74 6.3 NFTs

75 Notwithstanding the above, GREEN RABBIT GAME gameplay allows its users to own certain specific virtual asse ts, as Green Rabbit Holdings may design and release, within its sole discretion, from time to time, in fo rm of non-fungible tokens issued on the WAX Blockchai n or otherwise as Blockchain based tokens, as well as the underlying smart contracts ("NFTs"). NFTs may, bu t do not have to, be designed as digital collectibles and/or items with a function within $\ensuremath{\mathsf{GREEN}}$ RABBIT $\ensuremath{\mathsf{GAM}}$ E' gameplay. Such NFTs are subject to the following p olicy:

76 Distribution of NFTs:

77 NFTs can be earned within GREEN RABBIT GAME in accord ance with the smart contracts' functionality, as may be determined at the sole discretion of Green Rabbit Holdings, from time to time. In addition, Green Rabbi t Holdings may at any time, but has no obligation to, offer NFTs for sale or otherwise distribute NFTs in s uch process and pursuant to such terms as Green Rabbi t Holdings may determine within its sole discretion. This includes, without limitation, the right to prov ide NFTs at no charge to any individual user of group of users of GREEN RABBIT GAME, the Website, Materials and/or Services or to third parties. Unless otherwise agreed with Green Rabbit Holdings in writing, users o f GREEN RABBIT GAME, including the End User, have no preferential subscription rights or similar rights i n connection with any issuance and/or distribution of NFTs by Green Rabbit Holdings.

78 Purchase of NFTs:

156 To purchase NFTs, you must have (i) an active User Ac count and (ii) an active WAX compatible digital walle t (a WAX-Account). Green Rabbit Holdings reserves the right, at its sole discretion, not to offer or to cea se to offer NFTs for your purchase or to restrict you r NFT purchases. NFTs may only be purchased at such p urchase price and any NFTs available for purchase may only be purchased by such means and in accordance wit h such further terms and conditions as Green Rabbit ${\sf H}$ oldings may specify at its sole discretion from time to time.

158 Transfer of NFTs:

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160 NFTs are not designed to be transferred other than wi thin and as required by the gameplay of GREEN RABBIT GAME. Green Rabbit Holdings reserves the right to su bject the transfer of NFTs to a dedicated transfer po licy, as drafted up at Green Rabbit Holdings sole dis cretion (an "NFT Transfer Policy"). Any applicable NF T Transfer Policy, as in force from time to time, sha ll be made available on the Website.

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162 You acknowledge and understand that your transactions on the WAX platform are public and that your WAX addr ess will be associated with these transactions. You f urther acknowledge and accept that you will be solely liable for any fees, costs, deductions or expenses as sociated with your transactions on the WAX platform. After an NFT is initially sold or otherwise released or put into circulation by us, we have no control ove r subsequent transactions. Accordingly, we will have no liability to you (or anyone else) as a result of any transactions that you engage in with respect to NFTs.

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164 Risks related to the nature of the NFTs:

166 NFTs are subject to certain inherent risks, in partic ular because NFTs may be based or enabled by the Atom ic Assets Smart Contract on the WAX Blockchain (or an y successor digital item standard). These risks inclu de, inter alia, the following, which you acknowledge and accept to solely bear when acquiring, holding, m anaging, using, selling and/or otherwise alienating ${\tt N}$ FTs:

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168 i) There may not be a market with a sufficient number of potential buyers and sellers of NFTs. NFTs may the $\,$ refore not be liquid and you may not be able to effec tively resell NFTs you have acquired. We make no repr esentations or warranties that NFTs can effectively b e resold.

169

 $170\,$ ii) NFTs may not have a use other than within GREEN R ABBIT GAME, if at all.

79 To purchase NFTs, you must have (i) an active User Ac count and (ii) an active WAX compatible digital walle t (a WAX-Account). Green Rabbit Holdings reserves the right, at its sole discretion, not to offer or to cea se to offer NFTs for your purchase or to restrict you r NFT purchases. NFTs may only be purchased at such p urchase price and any NFTs available for purchase may only be purchased by such means and in accordance wit h such further terms and conditions as Green Rabbit H oldings may specify at its sole discretion from time to time.

80 Transfer of NETs:

NFTs are not designed to be transferred other than as required by the gameplay of GREEN RABBIT GAME. Green Rabbit Holdings reserves the right to subject the tr ansfer of NFTs to a dedicated transfer policy, as dra fted up at Green Rabbit Holdings sole discretion (an "NFT Transfer Policy"). Any applicable NFT Transfer Policy, as in force from time to time, shall be made available on the Website.

82 You acknowledge and understand that your transactions on the WAX platform are public and that your WAX addr ess will be associated with these transactions. You f urther acknowledge and accept that you will be solely liable for any fees, costs, deductions or expenses as sociated with your transactions on the WAX platform. After an NFT is initially sold or otherwise released or put into circulation by us, we have no control ove r subsequent transactions. Accordingly, we will have no liability to you (or anyone else) as a result of any transactions that you engage in with respect to NFTs.

- 83 Risks related to the nature of the NFTs:
- 84 NFTs are subject to certain inherent risks, in partic ular because NFTs may be based or enabled by the Atom ic Assets Smart Contract on the WAX Blockchain (or an y successor digital item standard). These risks inclu de, inter alia, the following, which you acknowledge and accept to solely bear when acquiring, holding, m anaging, using, selling and/or otherwise alienating N FTs:
- 85 i) There may not be a market with a sufficient number of potential buyers and sellers of NFTs. NFTs may the refore not be liquid and you may not be able to effec tively resell NFTs you have acquired. We make no repr esentations or warranties that NFTs can effectively b e resold.
- 86 ii) NFTs may not have a use other than within GREEN R ABBIT GAME, if at all.

172 iii) The value of an NFT may be volatile. Virtual cur rencies and assets can be very volatile and impact th e value of NFTs. We make no representations or warran ties that any NFTs will retain increase their value.

You might lose money.

173

174 iv) The WAX platform may subject your ability to purc hase, hold, manage, use sell, and/or otherwise aliena te NFTs to costs, fees, deductions or expenses, which you hereby agree to fully and solely bear.

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v) The WAX platform may not function properly and may be subject to hacking, malicious software, interrupti ons and failures. These events may cause delays or fa ilures in your ability to purchase, hold, manage, use sell, or otherwise alienate NFTs.

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vi) Atomic Assets accounts may not function properly and may be subject to hacking, malicious software, i nterruptions and failures. These events may cause del ays or failures in your ability to purchase, hold, ma nage, use sell, or otherwise alienate NFTs.

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vii) Laws may apply in certain jurisdictions and new regulations could be enacted that might limit or require changes to the functionality enabled by the WAX platform, which could impact and/or impede on your a bility to purchase, hold, manage, use sell, or otherwise alienate NFTs.

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viii) Other changes to the WAX platform could impact and/or impede on your ability to purchase, hold, man age, use sell, or otherwise alienate NFTs.

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184 **6.4** FTs

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- 87 iii) The value of an NFT may be volatile. Virtual cur rencies and assets can be very volatile and impact th e value of NFTs. We make no representations or warran ties that any NFTs will retain increase their value. You might lose money.
- 88 iv) The WAX platform may subject your ability to purc hase, hold, manage, use sell, and/or otherwise aliena te NFTs to costs, fees, deductions or expenses, which you hereby agree to fully and solely bear.
- 89 v) The WAX platform may not function properly and may be subject to hacking, malicious software, interrupti ons and failures. These events may cause delays or fa ilures in your ability to purchase, hold, manage, use sell. or otherwise alienate NFTs.
- 90 vi) Atomic Assets accounts may not function properly and may be subject to hacking, malicious software, i nterruptions and failures. These events may cause del ays or failures in your ability to purchase, hold, ma nage, use sell, or otherwise alienate NFTs.
- 91 vii) Laws may apply in certain jurisdictions and new regulations could be enacted that might limit or req uire changes to the functionality enabled by the WAX platform, which could impact and/or impede on your a bility to purchase, hold, manage, use sell, or otherw ise alienate NFTs.
- 92 viii) Other changes to the WAX platform could impact and/or impede on your ability to purchase, hold, man age, use sell, or otherwise alienate NFTs.

93 **6.4 FTs**

94 Green Rabbit Holdings may from time to time offer Fun gible Tokens ("FTs") for purchase or as an award for certain achievements within GREEN RABBIT GAME gamepl ay in accordance with the procedures and further term s specified within Green Rabbit Holdings sole discret ion. FTs may be issued as tokens issued on the WAX Bl ockchain or otherwise as Blockchain based tokens and may be used to pay for certain other Virtual Items, advantages and services within or in connection with GREEN RABBIT GAME, as may be offered from time to tim e. FTs may be purchased within the Services using WAX P or a promotional code or gift card. All sales of FT s are final and non-refundable to the extent permissi ble under applicable laws. FTs are not intended to co nstitute personal property, have no cash value, and h ave no value outside of GREEN RABBIT GAME and/or the Services. Other than for the purposes of engaging in the gameplay of GREEN RABBIT GAME, FTs may not be tra nsferred or sold to any other person.

186 Green Rabbit Holdings may from time to time offer Fun gible Tokens ("FTs") for purchase or as an award for certain achievements within GREEN RABBIT GAME gamepl ay in accordance with the procedures and further term s specified within Green Rabbit Holdings sole discret ion. FTs may be issued as tokens issued on the WAX Bl ockchain or otherwise as Blockchain based tokens and may be used to pay for certain other Virtual Items, advantages and services within or in connection with GREEN RABBIT GAME, as may be offered from time to tim e. FTs may be purchased within the Services using WAX P or a promotional code or gift card. All sales of FT s are final and non-refundable to the extent permissi ble under applicable laws. FTs do not constitute pers onal property, have no cash value, and have no value outside of GREEN RABBIT GAME and/or the Services. Ot her than within the gameplay of GREEN RABBIT GAME, FT s may not be transferred or sold to any other person.

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188 **6.5** Withdrawal right

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In the event of a Ban resulting in the termination of this Agreement or if this Agreement is otherwise term inated following a breach by the End User, Green Rabb it Holdings shall have the right, without notice, exp lanation or liability, to withdraw or otherwise reque st the transfer to Green Rabbit Holdings or such thir d party as Green Rabbit Holdings may determine within its sole discretion (call option), of (i) all or individual NFTs and/or (ii) all or individual FTs and/or (iii) all or individual units of Shellinium from the End User and to retransfer such NFTs, FTs and/or Shellinium, against such consideration (if any) as Green Rabbit Holdings may deem appropriate within its sole discretion, to itself or third parties.

192 6.6 Loss of access

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96 6.5 Withdrawal right

97 In the event of a Ban resulting in the termination of this Agreement or if this Agreement is otherwise term inated following a breach by the End User, Green Rabb it Holdings shall have the right, without notice, exp lanation or liability, to withdraw or otherwise reque st the transfer to Green Rabbit Holdings or such thir d party as Green Rabbit Holdings may determine within its sole discretion (call option), of (i) all or indi vidual NFTs and/or (ii) all or individual FTs and/or (iii) all or individual units of Shellinium from the End User's GREEN RABBIT GAME account and to retransfe r such NFTs, FTs and/or Shellinium, against such cons ideration (if any) as Green Rabbit Holdings may deem appropriate within its sole discretion, to itself or third parties. This does not include any individual N FTS, FTs and/or Shellinium that sits outside of GREEN RABBIT GAME in the possession of the End User.

99 6.6 Loss of access

194 If Green Rabbit Holdings withdrawal right is not exer cised in connection with a Termination of this Agreem ent, the End User shall retain ownership of their NF T, FTs and their units of Shellinium. The End User ac knowledges and accepts that they may not be able to a ccess, use, benefit from, transfer and/or otherwise d ispose of such NFTs, FTs and/or units of Shellinium f ollowing a termination of this Agreement. To the grea test extent permitted by law and without limiting the generality of Section 14, Green Rabbit Holdings shall neither have any liability for any damage resulting f rom such loss of access, nor any obligation to refund the purchase price paid for the relevant NFTs, FTs an d/or units of Shellinium to the End User.

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196 7. Compliance

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198 You acknowledge that certain operations in respect of the NFTs, in particular, without limitation, the tran sfer of NFTs to third parties, may constitute and/or $\,$ otherwise fall within the scope of regulated activit ies under applicable laws in certain jurisdictions. Y ou acknowledge that you may not use GREEN RABBIT GAME to engage into any such activities and that Green Rab bit Holdings makes no representation in respect of, o r otherwise in connection with, the suitability of GR EEN RABBIT GAME and/or any output generated by using GREEN RABBIT GAME, to engage into any regulated acti vity or GREEN RABBIT GAME' or such output's complianc e with laws and regulations applicable to such activi ties. Green Rabbit Holdings neither recommends, nor o therwise advises that you engage in such activities. If you choose to engage in regulated activities, you

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200 In particular, you are solely responsible for your co mpliance with any applicable laws and regulatory requ irements, including any applicable provisions of fina ncial markets laws. You herewith expressly agree to e nsure compliance with any applicable legal requiremen ts at your own cost and responsibility in using GREEN RABBIT GAME and/or any output generated by using GREE N RABBIT GAME.

do so at your own risk and sole responsibility.

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202 8. Posting Policy

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204 This Posting Policy applies to any comments you post or any statements you make in any manner in connecti on with GREEN RABBIT GAME, in particular on the Websi te (which includes for the avoidance of doubt any ass ociated forums, chat rooms and/or other messaging ser vices) or any messages you send to other users of the Materials and Services (including as part of the GREE N RABBIT GAME gameplay) in any way, whether facilitat ed or otherwise allowable by the Materials and Servic es ("Posts").

206 Posts may neither, without the prior written approval of Green Rabbit Holdings:

208 - represent any views or opinions other than your gen uine opinion of the matter in question; nor

100 If Green Rabbit Holdings withdrawal right is not exer cised in connection with a Termination of this Agreem ent, the End User shall retain ownership of their NF T, FTs and their units of Shellinium. The End User ac knowledges and accepts that they may not be able to a ccess, use, benefit from, transfer and/or otherwise d ispose of such NFTs, FTs and/or units of Shellinium f ollowing a termination of this Agreement. To the grea test extent permitted by law and without limiting the generality of Section 14, Green Rabbit Holdings shall neither have any liability for any damage resulting f rom such loss of access, nor any obligation to refund the purchase price paid for the relevant NFTs, FTs an d/or units of Shellinium to the End User.

101

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103 You acknowledge that certain operations in respect of the NFTs, in particular, without limitation, the tran sfer of NFTs to third parties, may constitute and/or otherwise fall within the scope of regulated activit ies under applicable laws in certain jurisdictions. Y ou acknowledge that you may not use GREEN RABBIT GAME to engage into any such activities and that Green Rab bit Holdings makes no representation in respect of, o r otherwise in connection with, the suitability of GR EEN RABBIT GAME and/or any output generated by using GREEN RABBIT GAME, to engage into any regulated acti vity or GREEN RABBIT GAME' or such output's complianc e with laws and regulations applicable to such activi ties. Green Rabbit Holdings neither recommends, nor o therwise advises that you engage in such activities. If you choose to engage in regulated activities, you

do so at your own risk and sole responsibility.

104 In particular, you are solely responsible for your co mpliance with any applicable laws and regulatory requ irements, including any applicable provisions of fina ncial markets laws. You herewith expressly agree to e nsure compliance with any applicable legal requiremen ts at your own cost and responsibility in using GREEN RABBIT GAME and/or any output generated by using GREE N RABBIT GAME.

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Posts may neither, without the prior written approval of Green Rabbit Holdings:

108 - represent any views or opinions other than your gen uine opinion of the matter in question; nor

125 9. Image Policy

123 - fully remove any Posts from GREEN RABBIT GAME, the

E' gameplay) where they appear or are stored.

Website or anywhere else related to the Materials an

d Services (including as part of the GREEN RABBIT GAM

238 - fully remove any Posts from GREEN RABBIT GAME, the

E' gameplay) where they appear or are stored.

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240 9. Image Policy

Website or anywhere else related to the Materials an

d Services (including as part of the GREEN RABBIT GAM

242 This Image Policy applies to any images you make avai lable in any manner in relation to any of the Websit e, Materials and Services (including as part of the G REEN RABBIT GAME gameplay) ("Images").

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- 244 All rights of whatever nature (including without limi tation copyright, registered and unregistered trade m ark rights, rights of personality, privacy, confident iality and any other intellectual property rights) in any Images must belong to you or you must have the right to make the images available in relation to GREEN RABBIT GAME, the Website, Materials and Services in a ccordance with this Image Policy.
- 246 Pornographic, obscene, harassing, threatening, hatefu l, discriminatory or defamatory Images, as may be det ermined by Green Rabbit Holdings within its sole disc retion, or Images otherwise in breach of or infringin g on any third party rights and/or any applicable law or court order, are not permitted.
- 248 You herewith grant Green Rabbit Holdings a perpetual, non-revocable, worldwide and royalty-free license to:
- 250 make use of any Posts as Green Rabbit Holdings deem s appropriate in relation to GREEN RABBIT GAME and/or any of the Website, Materials and Services or the promotion of the same: and
- 252 sub-license third parties, on such terms as Green R abbit Holdings deems appropriate, to make use of any Posts as Green Rabbit Holdings deems appropriate in relation to any to GREEN RABBIT GAME and/or any of t he Website, Materials and Services or the promotion t hereof.
- 254 Green Rabbit Holdings reserves the right without notice, explanation or liability to:
- 256 restrict or remove your ability to share Images or otherwise make them available;
- 258 disallow the use of any specific Images:
- 260 edit any specific Images; and/or
- 262 fully remove any Images from GREEN RABBIT GAME, the Website or anywhere else related to the Materials and Services (including as part of the GREEN RABBIT GAME' gameplay) where they appear or are stored.
- ${\tt 264}\,{\tt 10.}$ Support, Updates, Alterations, Discontinuation
- 266 Green Rabbit Holdings may, but has no obligation to, offer and subsequently amend, alter suspend or disco ntinue support services with regard to GREEN RABBIT G AME on such terms as Green Rabbit Holdings may determ ine within its sole discretion.
- 268 At all times, Green Rabbit Holdings retains the right to use and/or dispose of the Rights as Green Rabbit H oldings, at its sole discretion, deems appropriate, i ncluding without limitation the right, without notic e, to alter, modify, redesign, suspend or discontinu e, at any time, any aspect or feature of the Website, Materials (including without limitation the Virtual I tems) and Services.

- 126 This Image Policy applies to any images you make avai lable in any manner in relation to any of the Websit e, Materials and Services (including as part of the G REEN RABBIT GAME gameplay) ("Images").
- 127 All rights of whatever nature (including without limi tation copyright, registered and unregistered trade m ark rights, rights of personality, privacy, confident iality and any other intellectual property rights) in any Images must belong to you or you must have the right to make the images available in relation to GREEN RABBIT GAME, the Website, Materials and Services in a ccordance with this Image Policy.
- 128 Pornographic, obscene, harassing, threatening, hatefu l, discriminatory or defamatory Images, as may be det ermined by Green Rabbit Holdings within its sole disc retion, or Images otherwise in breach of or infringin g on any third party rights and/or any applicable law or court order, are not permitted.
- 129 You herewith grant Green Rabbit Holdings a perpetual, non-revocable, worldwide and royalty-free license to:
- 130 make use of any Posts as Green Rabbit Holdings deem s appropriate in relation to GREEN RABBIT GAME and/or any of the Website, Materials and Services or the pro motion of the same: and
- 131 sub-license third parties, on such terms as Green R abbit Holdings deems appropriate, to make use of any Posts as Green Rabbit Holdings deems appropriate in relation to any to GREEN RABBIT GAME and/or any of t he Website, Materials and Services or the promotion t hereof.
- 132 Green Rabbit Holdings reserves the right without noti ce, explanation or liability to:
- 133 restrict or remove your ability to share Images or otherwise make them available:
- $134\,$ disallow the use of any specific Images;
- 135 edit any specific Images; and/or
- 136 fully remove any Images from GREEN RABBIT GAME, the Website or anywhere else related to the Materials and Services (including as part of the GREEN RABBIT GAME' gameplay) where they appear or are stored.
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- 270 In particular, without limitation, Green Rabbit Holdings has the right, but no obligation, to maintain, mo dify and/or update GREEN RABBIT GAME within its sole discretion. Green Rabbit Holdings may, but has no obligation to, provide technical support in respect of GREEN RABBIT GAME.
- 272 You acknowledge and agree that such maintenance, upda tes, alterations, modifications, redesigns, suspensio ns or discontinuations may affect (also including by limiting or terminating) the functionality of GREEN RABBIT GAME.
- Green Rabbit Holdings does not undertake to keep any of the Website, Materials or Services updated. To the greatest extent permitted by law Green Rabbit Holdings does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy or currency of information contained in any of the Website, Materials or Services or in relation to any Posts or Images, including without limitation where such loss or damage is a result of or contributed to by the negligence of Green Rabbit Holdings.
- Green Rabbit Holdings reserves the right, but has no obligation, to license updated iterations of GREEN R
 ABBIT GAME separately and under different terms.
- 278 11. Use of Data

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- 280 11.1 Use of Data by Green Rabbit Holdings
- 282 You agree that Green Rabbit Holdings may collect and use technical data and related information includi ng but not limited to technical information about you r devices, systems and application software, and peri pherals that is gathered periodically to facilitate the provision of updates, support, and other services to you (if any) related to GREEN RABBIT GAME. Green R abbit Holdings may use this information in a form whi ch does not identify individuals.
- 284 Green Rabbit Holdings will use industry standard admi nistrative, physical and technical safeguards to prot ect any data collected in accordance with this provis ion and the Privacy Policy. If a court or government agency orders us to disclose any of your personal da ta, you will be promptly notified so that an appropri ate protective order or other remedy can be obtained unless the court or government agency prohibits prio r notification.
- 286 11.2 Publicity of Data
- 288 You acknowledge and agree that certain data pertainin g to you, which you may view as sensitive, will be ac cessible to the public through the WAX Blockchain. Su ch data includes, but is not limited to, information identifying and/or otherwise pertaining to your User Account and your WAX account.
- 290 11.3 Privacy Policy
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- 140 In particular, without limitation, Green Rabbit Holdings has the right, but no obligation, to maintain, mo dify and/or update GREEN RABBIT GAME within its sole discretion. Green Rabbit Holdings may, but has no obligation to, provide technical support in respect of GREEN RABBIT GAME.
- 141 You acknowledge and agree that such maintenance, upda tes, alterations, modifications, redesigns, suspensio ns or discontinuations may affect (also including by limiting or terminating) the functionality of GREEN RABBIT GAME.
- of the Website, Materials or Services updated. To the greatest extent permitted by law Green Rabbit Holdings does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy or currency of information contained in any of the Website, Materials or Services or in relation to any Posts or Images, including without limitation where such loss or damage is a result of or contributed to by the negligence of Green Rabbit Holdings.
- 143 Green Rabbit Holdings reserves the right, but has no obligation, to license updated iterations of GREEN R ABBIT GAME separately and under different terms.
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- 145 11.1 Use of Data by Green Rabbit Holdings
- 146 You agree that Green Rabbit Holdings may collect and use technical data and related information includi ng but not limited to technical information about you r devices, systems and application software, and peri pherals that is gathered periodically to facilitate the provision of updates, support, and other services to you (if any) related to GREEN RABBIT GAME. Green R abbit Holdings may use this information in a form whi ch does not identify individuals.
- 147 Green Rabbit Holdings will use industry standard admi nistrative, physical and technical safeguards to prot ect any data collected in accordance with this provis ion and the Privacy Policy. If a court or government agency orders us to disclose any of your personal da ta, you will be promptly notified so that an appropri ate protective order or other remedy can be obtained unless the court or government agency prohibits prio r notification.
- 148 11.2 Publicity of Data
- 149 You acknowledge and agree that certain data pertainin g to you, which you may view as sensitive, will be ac cessible to the public through the WAX Blockchain. Su ch data includes, but is not limited to, information identifying and/or otherwise pertaining to your User Account and your WAX account.
- 150 11.3 Privacy Policy

292 Unless specified otherwise herein, all use of data sh all be subject to Green Rabbit Holdings privacy polic y, as amended from time to time (the "Privacy Polic y"). The Privacy Policy, as currently in force, is av ailable on the GREEN RABBIT GAME website.

293

294 12. Loss of Data

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296 In the event that any information or data (including without limitation in respect of in-game characters, achievements, Virtual Items or general GREEN RABBIT G AME gameplay) relating to you or your use of any of G REEN RABBIT GAME, the Website, Materials and Services held by Green Rabbit Holdings or any third-party on b ehalf of or in coordination with Green Rabbit Holding s is lost, corrupted or otherwise no longer reasonabl y available or accessible as determined by Green Rabb it Holdings in its sole discretion, you agree that to the greatest extent permissible at law Green Rabbit H oldings will have no liability to you of any nature r elating to any such information or data.

297

298 13. No Representations and Warranties

300 Green Rabbit Holdings does not make any representatio n or give any warranty in respect to any characterist ics of GREEN RABBIT GAME. All warranties are expressl y excluded to the maximal extent permitted under appl icable laws. In particular, while Green Rabbit Holdin gs has endeavoured to take all reasonable measures an d apply appropriate care in the preparation of the co ntent of GREEN RABBIT GAME, the Website, Materials an d Services, we do neither represent nor warrant that:

301

302 - GREEN RABBIT GAME runs uninterrupted and error-fre

303

304 - the use of GREEN RABBIT GAME is fit for any particu lar purpose and does not infringe upon any third part y's intellectual property rights;

305

306 - any information contained in GREEN RABBIT GAME and/ or any of the Website, Materials or Services is accur ate, adequate, complete or error free or that any Pos ts or Images are compliant with the Posting Policy an d Image Policy.

307

308 You use GREEN RABBIT GAME at your sole risk. GREEN RA BBIT GAME is provided to you on an "as is"-basis, wit h all faults and without express or implied warranty of any kind.

309

310 Green Rabbit Holdings is not an investment advisor an d GREEN RABBIT GAME is not a financial platform or ve hicle. Green Rabbit holdings does not provide any fin ancial advice, offers of profit nor return on investm ent (ROI). GREEN RABBIT GAME is strictly a Wax Blockc hain based multi-activity interactive game.

311

312 14. Liability

314 To the maximum extent allowed by law, Green Rabbit Ho ldings liability towards you and your associates (whe ther contractual or otherwise) with respect to this A greement and the use of GREEN RABBIT GAME shall be li mited to damages resulting from wilful misconduct by Green Rabbit Holdings.

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318 You herewith undertake, irrespective of any fault and knowledge, to fully compensate and indemnify Green Ra bbit Holdings and/or any of its corporate bodies, aff iliates and related parties (as directed by Green Rab bit Holdings) against any and all damage incurred or sustained in contract, tort, equity, statute, regula tion or otherwise by Green Rabbit Holdings and/or any of its corporate bodies, affiliates and related parti es, including without limitation any economic loss, 1 oss of turnover, profits, business or goodwill, wheth er direct or consequential, in connection with (i) yo ur actions within GREEN RABBIT GAME, and/or (ii) your breach of these Terms of Use and/or (ii) your or any third party's use of video content created or distri buted by you under the permitted streaming and video sharing provisions pursuant to Section 13.

320 You acknowledge and agree that, in the event of a thi rd party claim in the event that you breach these Ter ms of Use or in connection with your or any third par ty's use of video content created or distributed by y ou under the permitted streaming and video sharing pr ovisions pursuant to Section 13, in particular in the event of a claim whereas any of your actions, Posts o r Images in connection with GREEN RABBIT GAME infring e on any third party's intellectual property rights, you (and not Green Rabbit Holdings) will be responsi ble to bear the cost of the investigation, defense, s ettlement and discharge of any such claim. You will, however, promptly notify Green Rabbit Holdings in wr iting of such a claim and Green Rabbit Holdings shall have the right, within its sole discretion, to direct any procedural actions in which it has a direct or in direct interest.

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322 16. External Links

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324 Links to external websites are provided as a convenie nce and for informational purposes only; they do not constitute an endorsement or an approval by Green Ra bbit Holdings of any of the products, services or opi nions of the relevant entity or organization or indiv idual. Green Rabbit Holdings bears no responsibility for the accuracy, legality or content of external si tes or for that of subsequent links. Green Rabbit Hol dings recommends that you read the privacy policies a nd the terms of use of external websites before you m ake use thereof or provide personal information on an y external websites.

325

326 17. No Partnership or Agency

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328 Nothing in this Agreement, shall be construed to esta blish, and the Parties shall refrain from any represe ntation or other act that could lead any affiliate or third party to believe that they have established any form of partnership or company, and/or an agency.

329

330 18. Breach and Remedies

164 15. Indemnity

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332 You understand and agree that observance of your obli gations hereunder is of significant importance to Gre en Rabbit Holdings and that, if you breach this Agree ment, Green Rabbit Holdings would incur serious losse s and other detrimental consequences which might not easily be cured.

333

334 If you breach any provision of or undertaking under t his Agreement, Green Rabbit Holdings shall have the r ight to seek specific performance in respect of your obligations under this Agreement, including but not limited to the right to request that you cease and/o r desist from committing any breach of such obligatio ns, whether or not this forces you to abandon any com mercial activity or not to pursue any opportunities a t that time (cease and desist injunction).

335

336 Green Rabbit Holdings has the right to seek interim 1 egal protection to prevent detrimental consequences a nd effects that cannot easily be remedied or to ensur e an effective enforcement of your obligations under this Agreement. In such event, you fully waive any r ight you may have under applicable laws to request th e provision of securities by Green Rabbit Holdings.

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338 19. Term and Termination

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340 This Agreement shall remain in effect for a term of 3 O calendar days, beginning on such date as it is ente red into. Upon expiry of such initial term, this Agre ement shall remain in effect for successive additiona 1 terms of 30 calendar days each, unless terminated b y either Party no later than 15 days prior the end of the relevant term.

341

342 This Agreement (and therefore your right to make Perm itted Use of GREEN RABBIT GAME) shall be terminated w ith immediate effect in the event that an Incremental Fee is not paid within the applicable 10-day period.

344 In addition, Green Rabbit Holdings may terminate this Agreement if, in our sole discretion, we determine th at there has been a breach these Terms of Use, a mate rial breach of any other agreement between the Partie s or a violation of law. If the cause of such termina tion is reasonably capable of being remedied, we will provide you notice of what actions you must take to r einstate a state acceptable to us within our sole dis cretion. If you fail to take such actions or the caus e cannot be remedied within 10 calendar days, the Agr eement will be terminated with immediate effect.

345

346 Upon termination, all licenses granted herein end imm ediately. You will cease using GREEN RABBIT GAME and return to us or uninstall and destroy any Materials you may have in your possession. Termination of the Agreement will not relieve you of your obligation to pay any amounts you owe up to and including the date of termination.

347

348 The effects of an expiry or termination of this Agree ment on any NFTs are governed by Section 6 hereof.

349

20. Miscellaneous 350

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20.1 Notifications 352

173 You understand and agree that observance of your obli gations hereunder is of significant importance to Gre en Rabbit Holdings and that, if you breach this Agree ment, Green Rabbit Holdings would incur serious losse s and other detrimental consequences which might not easily be cured.

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356 You undertake to keep the Notification Address valid and in effect for the entire duration of this Agreem ent or to promptly notify Green Rabbit Holdings in wr iting prior to any change of the Notification Addres

357

358 Notices to Green Rabbit Holdings shall be made by reg istered mail to Green Rabbit Holdings registered addr

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360 20.2 Amendments

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362 Green Rabbit Holdings reserves the right to amend thi s Agreement from time to time upon placing any such a mendments on the Website or by providing you direct n otice of any such changes. Your continued use of any of the Website, Materials and Services thereafter wi 11 be deemed to as acceptance by you of any such chan ges to this Agreement.

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364 20.3 Assignment

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366 You may not assign any of your rights or obligations hereunder, whether by operation of the law or otherw ise. Green Rabbit Holdings may assign this Agreement without your consent and in its sole and absolute di scretion.

368 20.4 No Waiver

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370 The failure of Green Rabbit Holdings to exercise or e nforce any right under this Agreement shall neither b e deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

371 373

372 20.5 Severability

374 If any provision, or portion of a provision, containe d in the Agreement is invalid or unenforceable, the r emaining provisions, or the remaining portion of such provision, shall remain in full force and effect. Ins tead of the invalid provision, a rule shall apply tha t achieves as closely as possible the intention of th e parties in drafting the invalid provision.

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376 20.6 Applicable Law and Jurisdiction

377

378 To the maximum extent allowed under applicable laws, this Agreement is governed by the substantive laws o f the State of California, in the United States of Am erica, to the exclusion of its rules of conflict of l aws and to the exclusion of international treaties.

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