

Reign of Titans Terms of Service and End User License Agreement

ARBITRATION NOTICE: YOU AGREE THAT, AS SET FORTH IN SECTION 10 BELOW, DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION OR A TRIAL BY JURY. BELOW, WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION.

These Terms of Service and End User License Agreement (the “**Agreement**”) are a legal contract between you and Anheuser-Busch InBev SA/NV, having its registered address at Grand Place 1, 1000 Brussels, Belgium. We refer to ourselves in this Agreement as the “**Company**,” “**we**,” “**us**,” and “**our**”. This Agreement covers the terms and conditions by which we offer you access to use *Reign of Titans* (the “**Game**”), as well as any related apps, products, software, documentation, websites, smart contracts, and other services (including our Discord server) made available for download or use (collectively, the “**Services**”).

By accessing or using our Services, you are entering into a binding agreement with Company that includes: (a) this Agreement; (b) our Privacy Policy, available at reignoftitans.gg (“**Privacy Policy**”); and (c) any other terms, conditions, or policies linked to in this Agreement or our Privacy Policy. Therefore, please carefully review these documents. If you do not agree with the terms of these documents, you are not permitted to access, download, or otherwise use the Services. If there is a conflict between this Agreement and any other terms or conditions covering a specific area of the Services, the latter terms and conditions shall control unless they expressly state otherwise.

Please read this Agreement carefully, and take particular care when reviewing these sections:

- **Dispute Resolution. Please read the binding arbitration clause and class action waiver in Section 10. It affects how disputes between you and us are resolved. You have a time-limited right to opt out of the binding individual arbitration requirement, as explained below.**
- **Virtual Items.** When you click to buy, earn, or otherwise acquire Virtual Items (defined below), you don’t get any ownership rights in the Virtual Items; you get a license to access the Virtual Items. Except as expressly permitted herein, you cannot transfer Virtual Items to someone else, and you may only redeem Virtual Items for content made available through the Services (and generally it is game specific). We do not represent or warrant that Virtual Items have or will at any time have any monetary value.
- **Refund Policy.** All transactions and sales are final, and all costs are non-refundable. Once a Virtual Item has been successfully transferred to you, it may not be returned and the payment and any associated transaction costs will not be refunded. Please understand that we cannot issue refunds for any transactions through Digital Storefronts (defined in Section 7.4 below) or any other third party marketplace, and you should carefully review their refund policy(ies), if any.
- **Code of Conduct.** We need your help to ensure that our social and online gaming experiences are inclusive and respectful for all players. Please follow the rules in Section 5 which cover the code of conduct we expect all players to follow for both in-game behavior and certain out-of-game conduct while using the Services.

1. **Your Use of the Services.**

1.1. **Age Restrictions.** You should only use the Services if you are or above the age of 18 (or the legal age of adulthood in your state or country). **If you are under 18 (or under the legal age of adulthood in your state or country), ask your parent or guardian to review and explain this Agreement to you and to agree to this Agreement on your behalf; they should also supervise your use of the Services.** If you are the parent or guardian of children under 18 (or under the legal age of adulthood in your state or country), you agree that you will be responsible for all uses of the Services by your child whether or not such uses were authorized by you. You are legally and financially responsible for all actions using or accessing the Services, including the transactions or other actions of anyone you allow to access the Services or your account.

1.2. **About This Agreement.** We reserve the right to modify this Agreement and to modify, suspend, or discontinue the Services, in whole or in part, at any time. By indicating your acceptance of this Agreement you agree to be bound by the terms of this Agreement (including its dispute resolution terms), as well as our Privacy Policy. If we determine we need to amend this Agreement, we will provide you advance notice of such changes to the Agreement through the Services or through other measures that we determine are appropriate. If you indicate your acceptance to such changes to the Agreement after being notified of them, you agree to be bound by the revised terms of this Agreement. If you do not accept the changes, you are not permitted to use the Services.

1.3. **Your Account.** Some elements of the Services may require that you register an account. To create an account, you may be asked to provide your name, date of birth, and country/region, and then provide an email address, a username, and a password. You agree to provide only accurate, current, and complete information about you. You are entirely responsible for keeping your account username and password secret. We are not liable to you or any third party for any acts or omissions by anyone using, or otherwise in connection with, your account or that occur as a result of any information associated with your account being lost or compromised. You also agree not to sell, transfer, or share your account, username, or password, and you agree to notify us immediately if you suspect any unauthorized use of your account. We have the right to deny the creation of any account, for any reason, and we reserve the right to terminate any account that we determine violates this Agreement. We reserve the right to access, retain, and disclose your account information and content if required to do so by law or we have a good faith belief that such access, retention, or disclosure is reasonably necessary to enforce this Agreement, respond to your requests for customer service, respond to a legal notice, comply with legal process, or protect the rights, property, or personal safety of our company, our users, or the public.

1.4. **Your Wallet.** Some elements of the Services may require that you own or establish a compatible digital wallet that allows you to engage in transactions on the Solana blockchain on or through the Services ("**Wallet**") and connect your Wallet through the Services. You are solely responsible for the security of your Wallet including, without limitation, safekeeping the seed phrase, private keys, NFTs, cryptocurrency, and password associated with your Wallet. We are not liable to you or any third party for any acts or omissions by anyone using, or otherwise in connection with, your Wallet or that occur as a result of any information associated with your Wallet being lost or compromised.

1.5. **Your Reign of Titans NFT.** Some elements of the Services may require that you hold or own one or more Reign of Titans NFTs ("**Titan NFTs**") in your Wallet. Titan NFTs are intangible digital assets minted by a smart contract deployed to the Solana blockchain ("**Titan Smart Contract**"). The Titan Smart Contract may associate each Titan NFT with digital artwork featuring a character known as a "Titan" ("**Titan Art**"), as well as various content, statistics, information, and data related to the Titan ("**Titan Data**"). The Titan Art and Titan Data may change or evolve over time, including as a result of use of the Titan NFT in the

Game. The Titan Smart Contract and/or other blockchain smart contracts may enable you to rent, lend, or transfer your Titan NFT to other users of the Services for a limited time in accordance with this Agreement and the parameters set forth in the applicable smart contract. These transfers are at your own risk. You understand and acknowledge that Titan NFTs exist only by virtue of the ownership record maintained on the Solana blockchain, which means that Company does not store, hold, control, or have custody of the Titan NFTs at any time. Under no circumstances can Company or any third party, seize, freeze, or recover any lost, stolen, or transferred Titan NFT or prevent any Titan NFT from being transferred or sold to another person. You may be able to purchase Titan NFTs from other users on third-party marketplaces ("**NFT Marketplaces**"). These purchases are at your own risk. We do not control or endorse any NFT Marketplaces or any purchases, sales, or transfers of Titan NFTs on NFT Marketplaces. Company is not a party to any such transaction and has no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in on NFT Marketplaces. Ownership and use of Titan NFTs are separately governed by our Reign of Titans NFT Terms and Conditions, available at reignoftitans.gg ("**NFT Terms**"), which are hereby incorporated by reference. In the event of a conflict between this Agreement and the NFT Terms, this Agreement shall prevail. You should review any applicable terms and policies before entering into any transactions for Titan NFTs.

1.6. **Not an Investment.** You acknowledge and agree that you will not purchase, rent, or otherwise acquire, use, or access any Titan NFTs for any investment purposes or with an expectation of profit. Rather, your purchase and use of such NFT(s) is solely for entertainment value—for example, the enjoyment of owning a digital collectible and of accessing and playing the Game. The value of Titan NFTs may be impacted by changes to the Titan Art and Titan Data resulting from their involvement or use in the Game. By acquiring or otherwise using any Titan NFT, you agree to assume all risks associated therewith, including the risk that they lose any or all of their market value. Company makes no representation regarding the likelihood of stability or appreciation of the market value of any Titan NFT, including on any NFT Marketplaces, which are completely outside of the control of Company.

2. **Limited License.**

2.1. **Your Personal, Non-Commercial Use.** Subject to your continued compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Services for your personal, non-commercial enjoyment on your devices for use by only one person at a time. The Services, including the Content (defined below), are licensed, not sold. This license is personal to you only and doesn't give you ownership rights in any features or Content in the Services.

2.2. **We Reserve All Rights to our IP.** We, and our licensors, own and reserve all rights, title, and interest in and to the Services, including all information, text, data (including Titan Data), files, code, scripts, designs, graphics, artwork (including Titan Art), illustrations, photographs, sounds, music, titles, themes, objects, characters, names, dialogue, locations, stories, animation, concepts, audio-visual effects, virtual goods and in-game currency (including Virtual Items), interactive features, gameplay, methods of operation, and the compilation, assembly, and arrangement of the materials of the Services and any and all copyrightable material; trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including ours; and other forms of intellectual property (all of the foregoing, collectively "**Content**"). The Services may include third-party code. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such code, not by us.

2.3. **Restrictions.** The limited license granted in this Agreement does not give you any right to and you may not sell, copy, loan, transfer, assign, lease, disassemble, decompile, decrypt, hack, derive source code

from, reverse engineer, modify, create derivative works of, or otherwise exploit the Services (including the Content). The Services may be suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. If we terminate your account, any license from us to you to use the Services or any Content ends immediately. Your unauthorized use of the Services and/or Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

2.4. **Legal Effect.** This license describes certain legal rights. You may have other rights under the laws of your state or country. This license doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

3. **Virtual Items.**

3.1. Any virtual currency (such as Titanium), goods, resources, or effects such as coins, points, tokens, cards, scrolls, weapons, items, equipment, skins, boosts, power-ups, trophies, achievements, rewards, badges or other digital content ("**Virtual Items**") made available, purchased, earned, or otherwise acquired through the Services are licensed under the terms of this Agreement and are not a sale or transfer of any rights in such Virtual Items. Virtual Items are only available to users in certain locations, and you may not purchase or use Virtual Items if you are not in an approved location. Virtual Items have no value outside the Game and cannot be used outside of the Services, and may not be sold or redeemed for real money or items of value. We have the right to modify, re-price, delete, move, remove, or suspend any Virtual Items at any time with or without notice to you and with no liability of any kind to you. We may limit the total amount of Virtual Items that may be purchased or used for any one game or that may be held in your account in the aggregate. Additionally, price and availability of Virtual Items are subject to change. All purchases of Virtual Items are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. You agree that you have no ownership or other property interest in your account or any Virtual Items.

4. **Payment Terms.**

4.1. **Payment.** By completing a transaction through your account, you agree to pay for all charges to your account made by you or any third party (including unauthorized charges), and agree to provide accurate and complete payment information. You further agree that you are the authorized user of the Wallet, card, PIN, key, account, or other payment method we may identify as acceptable associated with charges to your account. All transactions may be deemed to be governed by law and regulatory requirements applicable at the time the transaction was completed. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and any Content. You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on game content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, we may terminate your access to your account and the Services.

4.2. **Taxes, Fees, and Other Charges.** You are solely responsible for paying any sales taxes or other charges added at the time you complete a transaction. You are responsible for all fees related to any transactions or failed transactions initiated by you. You must have enough funds in your Wallet to cover any cost attributed to your intended transaction, including blockchain "gas" and any other applicable fees. All pricing and payment terms for our Services are as indicated at point of sale or otherwise on the

Services, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, or applicable gas or other fees shall impact or excuse your obligations with respect to any transaction. You are solely responsible for any third party costs you incur to use the Services, and you bear all risk of loss for accessing or using the Services.

5. **Code of Conduct.**

5.1. **User Rules.** You agree, by using the Services, that you will only use the Services for lawful purposes, in compliance with this Agreement and applicable laws, for your own personal, non-commercial use. You further agree that you will NOT:

- i. use the Services in connection with any agreement or arrangement with other individuals to wager any money or other thing of value;
- ii. restrict or inhibit any other user from using or enjoying the Services (for example, by means of harassment, stalking, threatening, hacking, interfering, adversely affecting, or defacement);
- iii. use the Services to create, upload, or post any material that is knowingly false, defamatory, or inaccurate, or that we reasonably believe to be offensive to players, including language that is abusive, vulgar, obscene, profane, hateful, harassing, sexually explicit, threatening, or otherwise objectionable, or any material that is invasive of one's privacy, in violation of any law, or is inconsistent with community standards;
- iv. post, upload, or create any material using the Services that violates or infringes the rights of others, including trademark, trade secret, copyright, patent, publicity, personal rights, or other rights, or otherwise violates the law, regulations, sanctions restrictions, court order, or other similar bodies of law;
- v. post, upload, or transmit any information or software that modifies or alters the Services in any way or that contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, damaging, or corrupted component;
- vi. post, upload, or transmit any comments or material that contain or constitute spam, confidential or proprietary information of any person, organization or company, successive off-topic posts, excessive self-promotion, false or misleading comments or claims about Company or its competitors,
- vii. make available or use any cheats, hacks, scripts, bots, unauthorized mods, or other methods designed to interact with the Services in any way for any purpose, including to collect, mine, or scrape information, exploit any bugs, or intercept, redirect, or otherwise interfere with the operation of the Services;
- viii. impersonate any other individual or entity or engage in activity that violates the privacy of others in connection with your use of the Services; and
- ix. help or encourage others in connection with any of the above or to violate this Agreement.

5.2. **Consequences.** If you do not follow the acceptable use and policies (including the above rules) that we may post and update from time to time on our websites and games, we may, in our sole discretion, stop providing the Services to you, close your account, or take appropriate disciplinary measures to enforce this Agreement. We may also notify law enforcement (or another appropriate government agency) if the breach involves a threat to the life or safety of yourself or others, or any other activity that

we believe to be unlawful. We are not liable for any violation of this Agreement by you or by any other user.

5.3. **Monitoring.** We may (but are not obligated to) actively monitor the use of the Services, both on our own servers and on your computer or device, for a wide variety of different purposes, including preventing cheating and hacking, reducing toxic player behavior, and improving the Services. We monitor and collect data regarding use of the Services as explained in our Privacy Policy.

6. **User Generated Content.** The Services or Third Party Services (defined below) may enable you or others to create, upload, store, or share content, including your communications with others, your postings submitted to us, the files, photos, documents, audio, digital works, livestreams, videos, gameplay, game-related information, feedback, suggestions, and other materials created by you and/or others and uploaded, stored, broadcasted, or shared through the Services or other services (“**UGC**”). We do not claim ownership of any UGC, and you are solely responsible for your UGC. In exchange for your use of the Services, and to the extent that your UGC gives rise to any copyright interest, you hereby grant Company the worldwide, perpetual, royalty-free, irrevocable, sublicensable, non-exclusive right to use, reproduce, modify, create derivative works based upon, distribute, transmit, publicly display, publicly perform, and otherwise use and exploit your UGC for any purpose whatsoever without compensation, notice, or credit to you. You hereby waive and agree never to assert any moral rights of paternity, publication, reputation, or attribution with respect to use of your UGC as licensed herein under applicable law. You represent and warrant that you own the sole unencumbered right in your UGC and to grant this license and that use of your UGC as granted herein will not violate or infringe the rights of any third parties or cause Company to incur any additional fees. We reserve the right, but we are not obligated, to suppress, block, hide, remove, or delete any or all UGC at our sole discretion, and to report any illegal UGC and related user information to the appropriate authorities. You agree to hold Company harmless for any loss or damages arising from your UGC.

7. **Updates and Features.**

7.1. **Updates.** We may provide patches, updates, or upgrades to the Services that may be required to continue using the Services, including automatically and in the background without notice to you. Such updates are subject to this Agreement unless other terms are presented with the updates, in which case, those other terms apply. We aren’t obligated to make any patches, updates, or upgrades available. It is your responsibility to ensure your equipment and device(s) meets all the necessary technical specifications to enable you to access and use the Services. We don’t guarantee that we will support the version of the system or device for which you licensed, obtained, or purchased any part of the Services.

7.2. **Availability.** Although we aim to make them available at all times, the Services and Content may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change locations, you may need to re-acquire the Services or Content that were available to you and paid for in your previous region, if applicable. We are not liable for any disruption or loss you may suffer as a result of any occasional disruptions and outages in availability of the Services.

7.3. **Third Party Services.** We may also provide access (paid or unpaid) to content, software, products, platforms, and services operated by companies or entities other than us (“**Third Party Services**”). If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk, and you understand that by using our Services you are directing the applicable company or entity to make Third Party Services available to you. You are responsible for your dealings with third parties.

When you use our Services to access Third Party Services, the applicable terms of this Agreement and any applicable usage terms including, without limitation, the privacy policy(ies) associated with the Third Party Services will govern your use of that Third Party Service. We do not endorse any Third Party Services that are made available or compatible or marketed on or through the Services. We do not license any intellectual property to you as part of any Third Party Services, and we are not responsible or liable to you or others for information or services provided by any Third Party Services or for the results obtained from using them.

7.4. **Digital Storefronts.** The Services may be made available through a platform, participating third-party online store, application store, or other store authorized by us ("**Digital Storefront(s)**"). This Agreement and the availability of the Services through any Digital Storefront is subject to the additional terms and conditions set forth on or required by the applicable Digital Storefront and all such applicable terms and conditions are incorporated herein by this reference. We are not a party to any transactions through the Digital Storefronts as those are administered by the Digital Storefronts. We have no responsibility or liability to you for your transactions with the Digital Storefronts. You acknowledge that the Digital Storefront has no obligation to provide any maintenance or support services to you in connection with the Services. Except for the foregoing, to the fullest extent permitted by applicable law, the Digital Storefront will have no other warranty obligation whatsoever with respect to the Services. Any claim in connection with the Services including, without limitation, those related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation, or intellectual property infringement are governed by this Agreement, and the Digital Storefront is not responsible for such claims. You must comply with the Digital Storefront terms of service and any other Digital Storefront applicable rules or policies. The Digital Storefront is a third-party beneficiary to this Agreement, and may enforce this Agreement against you.

7.5. **Internet-Based Services.** The Services may connect to the internet or a wireless network. Using the Services operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system, software, and peripherals) for internet-based or wireless services. You are solely responsible for the maintenance and reliability of your internet connection at your own cost.

8. **Notice of Copyright Infringement.** We respond to notices of copyright infringement submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("**DMCA**"). If you believe that any Content and/or the Services or any material appearing in UGC has been copied in a way that constitutes copyright infringement, please submit a notice of alleged infringement to us at reignoftitansofficial@gmail.com with the following written information in your copyright infringement notice:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- The URL or a description of where the material that you claim is infringing is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Please note that the DMCA provides that you may be liable for damages (including costs and attorney fees) if you knowingly misrepresent that material or activity is infringing. Please also note that the information provided in your copyright infringement notice may be provided to the person responsible for the allegedly infringing material.

9. **Governing Law and Jurisdiction.** This Agreement is entered into in the State of New York and shall be governed by, and construed under, the laws of the State of New York without regard to conflict of law rules. Except as otherwise expressly set out in Section 10 “Dispute Resolution,” the exclusive jurisdiction for all disputes that you and Company are not required to arbitrate will be the state and federal courts located in New York, New York, and you and Company each waive any objection to jurisdiction and venue in such courts. You and we further acknowledge and agree that the agreement to arbitrate below affects interstate commerce and that the U.S. Federal Arbitration Act and federal arbitration law apply to arbitrations under this Agreement (despite any other choice of law provision).

10. **Dispute Resolution**

PLEASE READ THIS SECTION CAREFULLY – IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

If you have an issue that cannot be resolved quickly and amicably by contacting our customer support at reignoftitansofficial@gmail.com, this Dispute Resolution section explains how you and Company agree to resolve any Dispute (defined below), including (where applicable) by binding, individual arbitration.

10.1. **Background on Arbitration.** Arbitration is an alternative dispute-resolution process that allows you and us to try to resolve Disputes (defined below) without the formality or expense of litigating in court. Arbitration is often faster and less expensive than formal litigation. Disputes that are subject to arbitration are submitted to a neutral arbitrator, who has the power to award the same damages and relief that a court can, instead of being presented in court to a judge or jury. If you wish to opt-out of this binding individual arbitration requirement, you must comply with the opt-out process set forth in the “Opt-Out Right” paragraph below. This binding individual arbitration requirement will not apply to the extent prohibited by the laws of your country of residence.

10.2. **Informal Negotiation Process.** In an effort to help us get to a resolution faster and reduce the costs for both parties, you and Company agree to first attempt to informally negotiate any Dispute for at least 30 days (except as set out in the “Exclusions from Arbitration” section below). Those informal negotiations will start on the day you or Company receive a written Notice of a Dispute as set out below. **For the avoidance of doubt, Company’s decision to suspend or terminate this Agreement and/or your access to any part of the Services or Content if Company determines you violate any term of this Agreement is not subject to any informal negotiation process.**

If you have a Dispute with us, you will send written notice to REIGN OF TITANS, ATTN: NOTICE OF DISPUTE, 114 W 41st St, New York, New York NY 10036, United States in order to give us the opportunity to resolve the Dispute through informal negotiation (“**Notice of Dispute**”). Include your name, account name, Wallet address, or registered email address you use to access the Services, your address, how to contact you, what the problem is, and what you want us to do about it. If we have a Dispute with you, we will send our Notice of Dispute to your registered email address and any billing address you have provided us.

Instead of informal negotiations, you and Company agree that either party may bring an individual action in small-claims court for claims that meet the requirements of small-claims court. If the Dispute isn't resolved through informal negotiation or small-claims court, you or Company may start an arbitration as set forth in this Agreement.

10.3. Disputes We Both Agree to Arbitrate. You and Company agree that any Dispute that cannot be resolved through the informal negotiation procedures set forth above or in small-claims court will be submitted to and resolved through binding arbitration on an individual basis. “**Dispute**” means any dispute, claim, or controversy (except those listed in the “Exclusions from Arbitration” paragraph below) between you and Company, under any legal or equitable theory, including any that relates to your use or attempted use of the Services (including any Content, Virtual Items), any software related to the Services, and Company’s products and services generally, all matters under this Agreement, the Privacy Policy, or any other agreement between you and Company including the validity, enforceability, and scope of this binding individual arbitration requirement. You understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited. You and Company agree that whether a dispute is subject to arbitration under this Agreement will be determined by the arbitrator rather than a court.

10.4. Exclusions from Arbitration. To the fullest extent permitted by applicable law, the informal negotiation and individual binding arbitration requirements shall not apply to (i) individual actions duly filed in small claims court of competent jurisdiction on an individual basis; or (ii) claims relating to or arising from enforcement or validity of intellectual property rights, theft, piracy, or unauthorized use, including any circumvention of technological measures or the creation of cheats or other methods that may interfere with the Services. Such claims excluded from informal negotiation and arbitration under this section are subject to the “Governing Law and Jurisdiction” section in this Agreement.

10.5. No Class Actions. The arbitration proceedings in this section will be conducted on an individual basis only. Class actions and class arbitrations are not allowed. You may bring a claim only on behalf of yourself and cannot seek relief that would affect other users of our Services. Unless both you and Company agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. The arbitrator may award any relief permitted by applicable law only with respect the individual party seeking relief, but to the maximum extent permitted by applicable law, may not award relief against either party respecting any person other than that individual party seeking relief.

10.6. Arbitration Rules. Except as expressly provided herein, all Disputes between us shall be resolved by arbitration conducted by the American Arbitration Association (“**AAA**”), in accordance with the then-current AAA Consumer Arbitration Rules, before a single retired judge or professional arbitrator with relevant subject-matter experience. In all cases, there shall be one (1) arbitrator, who will be agreed to by the parties within thirty (30) days of receipt by respondent of a copy of the demand for arbitration. If no single arbitrator can be agreed upon by the parties, the arbitrator shall be selected in accordance with the rules of AAA. The arbitration shall allow for the discovery or exchange of non-privileged information relevant to the Dispute. If you are outside of the United States, the arbitration will be conducted by the International Centre for Dispute Resolution (“**ICDR**”) in accordance with its International Expedited Procedures. If there is a conflict between AAA rules (or, as applicable, the ICDR rules) and the rules set forth in this agreement to arbitrate, the rules set forth in this agreement to arbitrate will govern. You and Company both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by this Agreement.

10.7. **Arbitration Procedures.** The party starting an arbitration must take the following steps:

(1) Write a Demand for Arbitration. The demand must include, among other things, a description of the claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org.

(2) Send one copy of the Demand for Arbitration, one copy of this Agreement, plus the appropriate filing fee to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

(3) Send one copy of the Demand for Arbitration to the other party. You send us a copy to REIGN OF TITANS, ATTN: ARBITRATION OF DISPUTE, reignoftitansofficial@gmail.com. We will send our copy to your registered email address and any billing address you have provided us.

10.8. **Notice and Filing. If a Dispute must be arbitrated, you or Company must start arbitration of the Dispute within two (2) years of the events giving rise to the Dispute.** If applicable law requires you to bring a claim for a Dispute sooner than two (2) years after the Dispute first arose, you must start arbitration in that earlier time period. We encourage you to tell us about a Dispute as soon as possible so we can work to resolve it. **Failure to provide timely notice will permanently bar all claims.**

10.9. **Arbitration Fees.** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If, however, you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse Company for all fees associated with the arbitration that Company paid on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

10.10. **Decision of the Arbitrator.** The arbitrator (not a judge or jury) will resolve the Dispute. Any decision or award by the arbitrator shall be final and binding on the parties. Unless otherwise agreed, any arbitral award shall consist of a written statement stating the disposition of each claim or Dispute and provide a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines are supported by credible relevant evidence. Unless otherwise expressly consented to by Company, the arbitrator may not award relief against Company respecting any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement

10.11. **Location of Arbitration.** The arbitration shall be conducted at a mutually agreed upon location that is reasonably convenient to both parties. If we are unable to agree upon a mutually convenient location within thirty (30) days of receipt by respondent of a copy of the demand for arbitration, the determination shall be made by AAA. Notwithstanding anything to the contrary, you or we may participate in the arbitration by videoconference, phone, and/or document submission to the fullest extent allowable by the arbitrator.

10.12. **Arbitration proceedings are confidential.** Except as may be required by law, the parties shall preserve the confidentiality of all aspects of the arbitration, and shall not disclose to a third party (other than disclosure to the affiliates of a party on a need-to-know basis and such affiliates are informed of the

confidential nature of such information and are instructed to keep such information confidential), any or all information made known and documents produced in the arbitration not otherwise in the public domain, all evidence and materials created for the purpose of the arbitration, and all awards arising from the arbitration, except, and to the extent that disclosure is required by law or regulation, is required to protect or pursue a legal right or is required to enforce or challenge an award in legal proceedings before a court or other competent judicial authority.

10.13. **You and we expressly waive the right to a trial by judge or jury.** YOU AND WE AGREE AND UNDERSTAND THAT, BY USING ARBITRATION TO RESOLVE DISPUTES, YOU AND WE ARE GIVING UP ANY RIGHT THAT YOU OR WE MAY HAVE TO A JUDGE OR JURY TRIAL WITH REGARD TO ALL CLAIMS SUBJECT TO THIS AGREEMENT TO ARBITRATE. YOU AND WE FURTHER AGREE THAT ANY CLAIM HEARD IN A COURT OF COMPETENT JURISDICTION WILL BE HEARD BY A JUDGE INSTEAD OF A JURY, EXCEPT WHERE A JURY TRIAL WAIVER IS NOT PERMISSIBLE UNDER APPLICABLE LAW.

10.14. **Continuation.** This Dispute Resolution section survives any termination of this Agreement or the provision of the Services to you by Company.

10.15. **Future Changes to Agreement to Arbitrate.** Although Company may revise this Agreement, the Privacy Policy, or other agreements or policies at its discretion, Company does not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued.

10.16. **Opt-Out Right. You have the right to opt out of this binding individual arbitration requirement and class action waiver. If you do not wish to be bound by the binding individual arbitration and class action waiver in this Agreement, you must notify us in writing of your decision to opt-out within 30 days of the date that you first accept this Agreement** or, if we make any changes to this agreement to arbitrate which alter your rights, within thirty (30) days after the effective date of such revision to this agreement to arbitrate, unless a longer period is required by applicable law. Your written notification must be sent, postage prepaid, to REIGN OF TITANS, ATTN: ARBITRATION OPT-OUT, reignoftitansofficial@gmail.com. Your notice must include (1) your full name; (2) your mailing address; (3) your user account name, if you have one; and (4) a clear statement that you do not wish to resolve disputes with Company through arbitration. You are responsible for ensuring our receipt of your opt-out notice, and you therefore may wish to send a notice by means that provide a written receipt of delivery. Any opt-out notification received after the applicable deadline or lacking any of the required information will be ineffective and this agreement to arbitrate will remain in full force and effect, except as expressly provided above. If you opt-out of this Agreement to Arbitrate, we also will not be bound by the terms of this Agreement to Arbitrate.

10.17. **Severability.** If any clause within this Dispute Resolution section is found to be invalid, unenforceable, or illegal, that clause will be severed and the remainder of this Dispute Resolution section will be given full force and effect. The only exception to this is the “No Class Actions” paragraph. If the “No Class Actions” paragraph is found to be invalid, illegal or unenforceable in its entirety, this entire Dispute Resolution section will be void and unenforceable, and the Dispute will proceed in court. Under no circumstances shall arbitration be conducted on a class basis without Company’s express consent. If, for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York, NY. Suits brought in state court may be removed to federal court by either party if permissible by law.

10.18. **Community Disputes.** Company has no obligation to support the resolution of, or resolve any, dispute that may arise between or involve any users of any Services offered or made available by Company.

11. **Warranty Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." NEITHER COMPANY NOR ANY OF OUR OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, OR LICENSORS (COLLECTIVELY, THE "**COMPANY PARTIES**") MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES OF ANY KIND WHATSOEVER AS TO THE SOFTWARE, CONTENT, THIRD PARTY SERVICES, OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THE COMPANY PARTIES DO NOT WARRANT THAT: (A) THE SERVICES OR THIRD PARTY SERVICES WILL BE ACCURATE OR RELIABLE, UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, FREE OF VIRUSES, AVAILABLE WHEN YOU DESIRE TO UTILIZE THEM, OR OPERATE THEM IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) ANY STORED DATA INCLUDING TITAN DATA WILL BE ACCURATE, SECURE, OR RELIABLE, OR (C) ERRORS OR DEFECTS WILL BE CORRECTED TO THE FULLEST EXTENT PERMITTED BY YOUR LOCAL LAW, THE COMPANY PARTIES DISCLAIM ANY IMPLIED WARRANTIES INCLUDING FOR NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY.

12. **Your Assumption of Risk; Limitations of Our Liability.** By accessing or engaging with the Services:

You acknowledge and accept that transacting on a blockchain, including, without limitation, signing or effectuating transactions using a Wallet or connecting your Wallet to the Services, contains inherent risk. Such risks include but are not limited to: (i) risk of sudden asset price changes; (ii) risk of smart contract failure or exploit; (iii) risk of hardware, software, or connectivity failure; (iv) risk of malicious software; (v) risk of unauthorized access to your Wallet or other digital wallets; (vi) risk that you will no longer successfully retain ownership of or access to the Titan NFT(s) or other NFTs; (vii) risk that any Titan Data or any Titan Art becomes unavailable or decoupled from the Titan NFT including, without limitation, because of an outage or data loss; (viii) risk from regulatory inquiries or actions, legislation, or court rulings; (ix) risk from breaches or scams; and/or (x) bugs, malfunctions, cyberattacks, or changes to a blockchain network (e.g., forks) or related technologies that disrupt or result in a total loss of NFTs, their market value, or digital funds.

You understand and accept that some elements of the Services are facilitated and run by numerous third parties including, without limitation, digital wallet providers and extensions, third-party payment processors, blockchain networks, and NFT Marketplaces. Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with any third party, including, without limitation, lost, late, incomplete, damaged, delayed, inaccurate, stolen, misdirected, undelivered, or garbled NFTs, or for errors or difficulties of any kind related thereto, whether human, mechanical, electronic, computer, network, typographical, or otherwise. YOU ACKNOWLEDGE AND AGREE THAT NO THIRD PARTIES ARE UNDER THE CONTROL OF COMPANY, AND THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR, DIRECTLY OR INDIRECTLY, ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY THIRD PARTY.

You acknowledge and accept that transactions are publicly visible on the Solana blockchain when made.

You acknowledge and agree that Company is not a fiduciary and owes no duties to you, including the duty to ensure fair pricing of Titan NFTs or any Virtual Items.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS DO NOT REPRESENT A COMPLETE STATEMENT OF RISK FACTORS ASSOCIATED WITH DIGITAL ASSETS, PRODUCTS, OR EXPERIENCES THAT MAY BE AVAILABLE OR DISCUSSED IN CONNECTION WITH THE SERVICES. YOU UNDERSTAND AND ACCEPT THESE AND ALL ASSOCIATED RISKS AND RESPONSIBILITIES AND AGREE THAT YOUR PARTICIPATION IN THE SERVICES IS AT YOUR OWN RISK. YOU AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY OF THESE RISKS. YOU ACKNOWLEDGE AND AGREE THAT YOU SHOULD NOT PARTICIPATE IN THE SERVICES, INCLUDING TO ENGAGE IN BLOCKCHAIN-BASED TRANSACTIONS, UNLESS IT IS SUITABLE GIVEN YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE COMPANY PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

In the event you have any basis for recovering damages arising from the Services or a breach of this Agreement, you agree that your exclusive remedy is to recover from the Company Parties direct damages and the maximum liability is limited up to an amount equal to five hundred United States dollars (\$500).

UNDER NO CIRCUMSTANCES SHALL ANY COMPANY PARTY BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY OR CRYPTOCURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE, OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY OR CRYPTOCURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY OR CRYPTOCURRENCY DURING THE PERIOD BETWEEN THE INITIAL INCIDENT RESULTING IN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

THE RELEASE AND WAIVER OF LIABILITY CONTAINED HEREIN IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS IS PERMITTED BY APPLICABLE LAW AND THAT IF ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND LIABILITIES PROVIDED IN THIS SECTION, SO SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT ANY COMPANY PARTIES TO DISCLAIM CERTAIN WARRANTIES OR LIMIT CERTAIN LIABILITIES, THE EXTENT OF THE COMPANY PARTIES' LIABILITY AND THE SCOPE OF ANY SUCH WARRANTIES WILL BE AS PERMITTED UNDER APPLICABLE LAW.

13. **Indemnity.**

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Company Parties from and against any and all claims, liabilities, damages, losses, costs and expenses

(including, reasonable attorneys' fees and costs) arising out of or in connection with: (a) your breach or alleged breach of this Agreement; (b) any information or content provided by you; and/or (c) your acts or omissions including, without limitation, your actual or alleged violation of applicable law or the rights of any third party. Counsel to be used in the defense of such claim must be approved by Company in writing prior to retention of such counsel and, upon our request, you will allow us to take over or participate in the defense of any such claims. You will not enter into any settlement or compromise of any claim or litigation or that includes an admission of liability without our prior written consent. The Company Parties reserve the right to assume, at their own expense, the exclusive defense and control of any matter subject to indemnification by you, and in such case you agree to cooperate with our defense of any claim.

14. **Investigation.** If Company becomes aware of any possible violations by you of this Agreement, Company reserves the right to investigate such violations. If, as a result of the investigation, Company believes that criminal activity may have occurred, Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials in Company' possession in connection with your participation in the Services to: (a) comply with applicable laws, legal process, or governmental request; (b) enforce these Terms; or (c) protect the rights, property, or personal safety of Company, its affiliates, its users, the public, and all law enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate. Company may require you to provide additional information and documents at the request of any competent authority or in order to help Company comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Company may also require you to provide additional information and documents in cases where it has reasons to believe that: (a) your Wallet or other access to the offer is being used for money laundering or for any other illegal activity; (b) you have concealed or reported false identification information and other details; or (c) transactions effected via your Wallet were effected in breach of this Agreement or other applicable terms, laws, rules, covenants, orders, or regulations. In such cases, Company, in its sole discretion, may terminate this Agreement and revoke any license or other rights or benefits provided to you in connection with the Services.

15. **Termination.**

15.1. You may stop using the Services and related services at any time and terminate this Agreement by destroying and/or deleting all copies of any materials or software in your possession. We may modify, suspend, discontinue, substitute, remove, replace or limit your access to any aspect of the Services or Content at any time to the fullest extent under applicable law. We may suspend or terminate this Agreement and/or your access to any aspects of the Services or Content immediately if we, in our sole discretion, determine you violate this Agreement. You understand, acknowledge, and agree that our decision to suspend or terminate this Agreement and/or your access to any part of the Services or Content, in our sole and absolute discretion, shall be final, binding, and conclusive upon you and that we shall have no responsibility or liability to you whatsoever at any time in connection therewith.

15.2. If your use of the Services is terminated, whether by you or us, the rights granted to you under this Agreement will stop immediately, you must stop using the Services and Content, and your information associated with your use of the Services will be deleted or otherwise disassociated from you (unless otherwise required by law to retain, return, or transfer it to a third party designated by you). You will not be able to access any game score, game history, Content, or other information stored on the Services.

16. **Photosensitive Seizure Warning.**

16.1. **WARNING: PHOTSENSITIVITY/EPILEPSY SEIZURES.** A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these “photosensitive epileptic seizures” while playing video games.

17. **Miscellaneous.**

17.1. **General.** This Agreement is the entire agreement between you and us for your use of the Services. It supersedes any prior agreements between you and us regarding your use of the Services. We may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under this Agreement or transfer any rights to use the Services. All parts of this Agreement apply to the fullest extent permitted by applicable law. Section 10 prevails over this section in the event of any inconsistency with it. All sections that by their nature apply after this Agreement ends will survive any termination or cancellation of this Agreement. We reserve the right to investigate and prosecute any suspected breaches of this Agreement or use of the Services. We may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

17.2. **Severability.** If any clause within this Agreement section is found to be invalid, unenforceable, or illegal, that clause will be limited or eliminated to the minimum extent necessary and the remainder of this Agreement will be given full force and effect.

17.3. **Remedies.** In the event that you breach this Agreement, you hereby agree that we would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to obtain equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

17.4. **Contact Us.** If you have any questions or concerns about the Services or this Agreement, please contact us at reignoftitansofficial@gmail.com.

17.5. **Export Laws.** You acknowledge and understand that the Game and Titan NFTs may be subject to U.S. and other export control and sanctions laws and regulations, including, without limitation, the Export Administration Regulations and other regulations, rules, and executive orders administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”) the United Nations Security Council (“**UNSC**”), Her Majesty’s Treasury (“**HMT**”), the European Union or any of its member states, or other relevant sanctions authority, as applicable (collectively, the “**Export Controls and Sanctions Laws**”). You represent that you are not a Sanctioned Person (as defined below) and agree not to take any action that will cause anyone, including, without limitation, Company Parties (defined below), to be in violation of any applicable Export Controls and Sanctions Laws. For purposes of these Terms, “**Sanctioned Person**” means any government, country, corporation, or other entity, group, or individual with whom or which Export Controls and Sanctions Laws prohibit or restrict a person or entity in the U.S. or your jurisdiction of residence from engaging in transactions, and includes, without limitation, any individual, corporation, or other entity that (a) appears on OFAC’s Specially Designated Nationals and Blocked Persons List or other lists maintained by OFAC, UNSC, HMT, the European Union or any of its member states, or other relevant sanctions authority or the U.S. Department of Commerce or similar entity, as each such list may be

amended from time to time, or (b) is currently the subject or the target of any comprehensive sanctions laws and regulations.

17.6. **Content Disclaimer.** The Services and Content may not be suitable for all ages and may contain depictions of simulated gore and violence.