

ABYSS AI STORYTELLING PLATFORM TERMS AND CONDITIONS

VERSION 1.1 – 25 MARCH 2025

YOU SHOULD CAREFULLY READ THIS DOCUMENT BEFORE USING THE ABYSS AI STORYTELLING PLATFORM. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, YOU MAY NOT ACCESS THE SERVICE OR INSTALL AN APP ON YOUR DEVICE TO ACCESS THE SERVICES.

TASTE FOUNDATION, a company registered in the United Arab Emirates (“we”, “us”, or “our”), as the guardians for the ABYSS AI storytelling platform, presents the following terms of use (“Terms”) over our primary website www.abyss.cards and any other online property/website owned or managed by us, including all files and media hosted by those sites (“Sites”).

These Terms do not create any agency, partnership, or joint venture between us and the user (“you”). By using or visiting or signing up for an account through our Sites or any associated websites, APIs, mobile applications, or any associated platforms you acknowledge that you have read, understood and agree to be bound by these Terms.

You should carefully read these Terms before using any infrastructure available through the Site, whether you access it directly through the Site or indirectly, through embedded or associated web applications or wallets. If you do not understand and accept all these Terms, then you should avoid using our Sites, refrain from downloading any materials from our Sites, and promptly redirect your web browser away from our Sites.

These Terms may be amended and updated from time to time at our sole discretion and, by accessing the Sites, you agree to be bound by the most current version. Revised versions will be considered effective as of the date and time posted on our Sites. You are responsible for regularly reviewing these Terms to stay informed of any updates. By continuing to use the Sites after any changes to these Terms are posted, you acknowledge and accept the updated version.

SERVICES

1. ABYSS is the world's first choose-your-own-adventure AI agent platform, enabling new creator-to-audience storytelling experiences through AI technology.
2. ABYSS integrates AI agents, LoRA models, and blockchain technology on the Sonic network to enable interactive storytelling experiences and collectible story elements that can be accessed through our Sites.
3. The following system components constitute our service offering (“Services”) and these Terms shall apply to the following:
 - 3.1. Sites operated by us, including social media accounts on social media platforms including but not limited to Facebook, Twitter, YouTube, etc., communication tools including not limited to Discord, Telegram, etc., and other public forums created and moderated by us.
 - 3.2. The ABYSS storytelling platform, its interactive narrative environments, and its related operating environment.
 - 3.3. Applications and code that provide us with internet connectivity, server and database management, data processing, and ancillary services.
 - 3.4. Apps and code developed by us to manage Web3 functionality, namely:
 - 3.4.1. the creation and management of AI-generated story elements and collectible narrative components recorded on the blockchain.
 - 3.4.2. the management of story elements and narrative components (including AI agents, story paths, character attributes, and narrative outcomes)

(“**Digital Assets**”).

- 3.4.3. the use of utility tokens as a means of exchange within the Services.
 - 3.4.4. the management digital identity services.
 - 3.4.5. the integration of certain blockchain technology including , but not limited to play to earn, yield farming, liquidity pools, etc.
 - 3.4.6. the management of Smart Contracts.
4. We reserve the right, at our absolute discretion and without prior notice, to delegate the provision of these Services to a third party, another provider, a different framework or technology. In the event of any changes that would be detrimental to you, we will notify you accordingly.

ACCOUNT

5. **Account Required to Play** – To access the Services, you may be required to have a blockchain-enabled digital wallet (**‘Wallet’**) which will, when connected with our Services, create an account with us on your behalf (**“Account”**) using the address of the Wallet as an identifier.
6. **Eligible Account Holders** – You may establish an Account with us only if:
- 6.1. you are a natural person (business entities should not establish an Account);
 - 6.2. you are over 18 years of age; and
 - 6.3. you are not an individual specifically prohibited or restricted by us from using the Services.
7. **Creating an Account** – When you create or update an Account, we will not obtain any personal information relating to you other than your Public Key Wallet address.
8. **Multiple Accounts** –
- 8.1. You may not create, manage, or use multiple Accounts per Wallet.
 - 8.2. We may use a series of data points to determine whether you are using multiple Accounts, such as IP address records, name similarity, transaction history, or player behavior when using the Services.
 - 8.3. If we believe you are using multiple Accounts, the offending records are subject to remedial action as per section 3 below.
 - 8.4. Our staff may use multiple accounts for game management, marketing, promotion, content creation or other game-related purposes.
9. **Collection of Other Information** – You will not be required to provide us with any further payment information (such as credit card information).
10. **Use of Third-Party Verification Service** – We may, at our discretion, use third-party services to verify your identity using Know Your Customer (KYC) systems. By creating an Account, you consent for us to use your personal details on this service.

11. Security Protections –

- 11.1. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your devices, and any harm resulting from your disclosure, or authorization of the disclosure, of your password or from any person's use of your password to gain access to your Account.
- 11.2. You acknowledge that in the event of any unauthorized use of or access to your Account, password, or any other breach of security, we are unable to remedy any resulting issues.

LICENSING

- 12. **Nature of Use of Services –** Your use of our Services is licensed, not sold to you, and you hereby acknowledge that no title or ownership with respect to ABYSS is transferred or assigned to you and these Terms should not be construed as a sale of any rights.
- 13. **License Grant:** In using our Services, we grant you a limited, revocable, non–sublicensable, and non–exclusive license to use the Services, subject to these Terms, with the following inclusions:
 - 13.1. You may install applicable components or features of the Services on a compatible computer or electronic devices that you control;
 - 13.2. You may use the Services for your own personal and non–commercial entertainment services only, unless specifically permitted under these Terms; and
 - 13.3. You may not transfer your rights under this license to another person.
- 14. **Prohibited Commercial Uses:** The following activities are in violation of these Terms and the license granted hereunder, unless prior written authorization has been granted by us to waive the actions noted below, which include, without limitation:
 - 14.1. playing ABYSS at establishments for a fee charged by commercial entities (other than a fee for accessing the internet).
 - 14.2. gathering in–game currency, items, or resources for sale on platforms outside of endorsed digital platforms.
 - 14.3. performing in–game services including, without limitation, account boosting or power–leveling, in exchange for payment of fiat currency on arrangements outside of the Services or endorsed digital platforms.
 - 14.4. communicating or facilitating (by text, live audio communications, or otherwise) any commercial advertisement, solicitation or offer for a real–life product, service, brand, or entity through or within the Services.
 - 14.5. the unauthorized organizing, promoting, facilitating, or participating in any event involving wagering on the outcome, or any other aspect of the Services, whether such conduct constitutes gambling under the laws of any applicable jurisdiction.
 - 14.6. the unauthorized use of the Services for any esports or group competition sponsored, promoted, or facilitated by any commercial or non–profit entity in which prizes are awarded.

NOTE: You may request authorization for esports by contacting us, which will be granted at our sole discretion.

SERVICE FEATURES: WEB3 SERVICES

- 15. **Wallet Required –** To interact with Web3 features within the Services, your Account with us must be linked with a valid Wallet.
- 16. **Digital Assets to NFTs –**All Digital Assets in your Wallet are represented as NFTs under applicable token formats and standards. Any Digital Asset transferred into your Wallet is no longer available for use within the Services, until it is transferred back into your Account.

17. **Smart Contracts For Transactions** – Certain transactions via our Services will be performed via Smart Contract on a blockchain using your Wallet. Any financial transactions you engage in will be conducted solely via the blockchain. We will have no insight into, or control over, these payments or transactions, nor can we reverse transactions. We have no liability to you or other party for any claims or damages that may arise because of any transactions via our Services.
18. **Gas Fees** – Some blockchains require the payment of a transaction fee (a “**Gas Fee**”) for every transaction that occurs on their network. The Gas Fee funds the network of computers that run the decentralized network. This means that you will need to pay a Gas Fee for each transaction that occurs via our Services.
19. **Commissions** – In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a transaction with another user via the Services, you authorize us to collect a commission of no more than 10.0% of the total value of that transaction (each, a “**Commission**”). You acknowledge and agree that the Commission will be transferred directly to us as a part of the transaction.
20. **Taxation** – You are responsible for any taxes, duties and assessments now or hereafter claimed or imposed by any public jurisdiction or authority. If we are charged these taxes, duties and/or assessments on your behalf, we are entitled to withhold necessary amounts from your Account to meet our legal obligations.

SERVICE FEATURES: ANCILLARY SERVICES

21. **Advertising** – The Services may incorporate third-party technology that enables advertising on the Services, which may be presented to you during online game play. As part of this process, we (and/or our authorized third-party advertisers) may collect standard information that is sent when your personal computer connects to the internet including your Internet Protocol (IP) address.
22. **User Created or Uploaded Content** –
 - 22.1. The Services may provide you an opportunity to upload and display content on the Sites, and/or as part of ABYSS, including the compilation, arrangement or display of such content (“**User Content**”).
 - 22.2. You hereby grant us a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to exploit the User Content and all elements thereof, in all media, formats and forms, known now or hereafter devised. We shall have the unlimited right to copy, reproduce, fix, modify, adapt, translate, reformat, prepare derivatives, add to and delete from, rearrange and transpose, manufacture, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, provide access to, broadcast, and practice the User Content as well as all modified and derivative works thereof and any and all elements contained therein, and use or incorporate a portion or portions of the User Content or the elements thereof in conjunction with or into any other material.
 - 22.3. In the event you upload or otherwise transmit to us any concepts, ideas, or feedback relating to the Services, you shall not be entitled to any compensation for any such submission, unless expressly agreed in writing between you and us, and we may freely use any such submission in any manner it deems appropriate. Any such submission by you shall not create any contractual relationship between you and us.
 - 22.4. Except to the extent that any such waiver is prohibited by law, you hereby waive the benefit of any provision of law known as "moral rights" or any similar law in any country of the world.

- 22.5. You represent and warrant that the User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights of any third party.
- 22.6. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, or otherwise objectionable or inappropriate.
- 22.7. We may remove any User Content and any related content or elements from the Services at our sole discretion.
- 22.8. We reserve the right to review any User Content. We may take appropriate action against you if your User Content violates our Standards and Terms.
- 22.9. By using the Sites, you represent and warrant that you are over 18 years old, and that you have both the authority and capacity to assent to these Terms.

COMMUNITY STANDARDS

23. **Applicability of Standards** – The following community standards (“**Standards**”) apply to all players, ensuring a safe and inclusive playing environment for everyone.
24. **Content Advisory** – As ABYSS is designed for use by those over 18 years old, you are advised that the Services may contain language, themes, and elements that may disturb some people, including the use of graphic effects and scenes that may cause discomfort, distress, or reaction to players with visual, audio, or mental sensitivity. Discretion is advised.
25. **Our Action to Enforce Standards** – To ensure you adhere to these Standards, we reserve the exclusive right to:
 - 25.1. Apply these Standards across our player base.
 - 25.2. Change these Standards at any time at our sole discretion.
 - 25.3. Decide whether actions performed by you violated these Standards.
 - 25.4. Perform any remedial action in the event of any violation of our Standards.
26. **Standards** – ABYSS is a game open to everyone who complies with these Terms, embracing the diversity of players. We encourage all players to treat everyone with respect and understanding when playing the game. Acceptable behavior is determined by the reports of fellow players, and our decision to act based on those reports. While we encourage friendly rivalry, healthy competition and playful discourse, we will not tolerate any behavior directed at any person (or group of persons) that:
 - 26.1. is overtly discriminatory, racist, sexist, misogynistic, objectifying, homophobic, transphobic, or enforces any other form of bigotry or hatred;
 - 26.2. is harassing or singling any individual for ridicule, abuse, malicious attack, or any similar action;
 - 26.3. causes the release of personal information, including real-world information about a person (known as ‘**doxing**’);
 - 26.4. exhibits actions that are considered stalking, bullying, harassment, intimidation, overtly abusive or overtly sexual;
 - 26.5. advocates or induces acts that would be deemed illegal in your jurisdiction, including (but not limited to) theft, aggravated sexual acts, self-harm, insurrection, property damage, violent acts, intimidation, libel, etc.;
 - 26.6. uses symbols (which, in the context of these Standards includes images, logos, name labels or usernames) that can be construed to support behaviors under (26.1);
 - 26.7. may potentially put persons under 18 years of age in dangerous situations, including grooming, exposure to inappropriate content, and the sexualization of young persons (regardless of jurisdiction);
 - 26.8. sends, uploads, distributes, or disseminates any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;

- 26.9. distributes viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
 - 26.10. impersonates another person (via the use of an email address, name, title or otherwise);
 - 26.11. uploads, posts, transmits, or otherwise makes available through the Services any content that infringes the intellectual proprietary rights of any party;
 - 26.12. uses the Services to violate the legal rights (such as rights of privacy and publicity) of others;
 - 26.13. removes any copyright, trademark or other proprietary rights notices contained in the Services;
 - 26.14. reformats, reverse engineer, or frame any portion of ABYSS;
 - 26.15. creates user Accounts by automated means or under false or fraudulent pretense;
 - 26.16. tricks, defrauds, or misleads us, or any of our users, in an attempt to learn sensitive Account information;
 - 26.17. attempts to bypass any security measure of the Sites;
 - 26.18. copies or adapts the Sites;
 - 26.19. disparages, tarnishes, or otherwise harms, in our sole discretion, our reputation, or the reputation of our partners, staff members, representatives, affiliates, or other interested parties;
 - 26.20. solicits any real-world business, product, or service in the Services or on our Sites, or on any social media account or public forum managed by us;
 - 26.21. markets, sells, advertises, promotes, solicits, or otherwise arrange for the exchange or transfer of items in the game or other game services unless it is for in-game sales of in-game services or items;
 - 26.22. abuses access to in-game chat features or forums to spam messages to post spam of any kind;
 - 26.23. advertises or sells out of game goods and services not directly related to ABYSS. The only out-of-game goods and services which can be advertised assets are the following:
 - 26.23.1. official merchandise endorsed by us, and
 - 26.23.2. Items within marketplaces we manage;
 - 26.24. is considered by us to exhibit any of the above behaviors within section 26.1 to section 26.23; and
 - 26.25. incites or encourages others to perform any of the above behaviors within section 26.1 to section 26.23.
- 27. Responsibility for Conduct –**
- 27.1. You are fully responsible for your conduct and all activities associated with your Account, while accessing or using the Services, as well as any consequences thereof. You accept all risks associated with both authorised and unauthorised access to the Services, to the fullest extent permitted by law.
 - 27.2. You represent and warrant that you are familiar with, and accept the risks associated with digital apps, digital identity, private keys, and the importance of keeping these secure, and those contained in sections 59.1 to 59.6 below.
 - 27.3. You agree to use the Services for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations.

28. Communication Settings –

- 28.1. We have the right to monitor and/or record your communications when you use the Services, and you acknowledge and agree that when you use the Services, you have no expectation that your communications will be private, in accordance with our Privacy Policy. We shall have the right to disclose your communications for any reason, including (but not limited to):
 - 28.1.1. to comply with a lawful request;
 - 28.1.2. to enforce these Terms or any of our operational policies;
 - 28.1.3. to protect our legal rights and remedies;
 - 28.1.4. to protect the health and safety of anyone that we believe may be at risk of harm; and
 - 28.1.5. to report a crime or other offensive behavior to a suitable authority.
- 28.2. We reserve the right to change, redact, and delete content on our Sites (and any communication systems included in our Services) for any reason whatsoever.

29. Interaction with Our Staff – Actions performed by our staff enhances ABYSS through active management of game mechanics, moderating community forums, and adjudicating in-game disputes. Our staff are empowered to perform necessary action to maintain ABYSS as a viable interactive storytelling platform:

- 29.1. Our staff, when in an official capacity, will be identified as part of the ABYSS or Taste Foundation team. You must follow all directives of our staff when directed.
- 29.2. Any decision made by our staff is final, and we will enter in correspondence at our absolute discretion.
- 29.3. We may implement software solutions to support moderation and enhance customer service for your experience. These solutions may be automated in nature, and any action performed by automated systems deployed by us for this purpose are considered actions by our staff.
- 29.4. You may not abuse, harass, or threaten any of our staff or authorised representatives, in any forum, whether private or public. This includes, but is not limited to:
 - 29.4.1. filing support tickets with false information for personal gain or to have someone else suffer from it;
 - 29.4.2. sending excessive e-mails or support tickets;
 - 29.4.3. impersonating our staff;
 - 29.4.4. harassing staff members on email, forums, via direct communication, and social media (including personal and private social media profiles);
 - 29.4.5. obstructing our staff from doing their jobs, whether directly or indirectly;
 - 29.4.6. revealing personal information of our staff publicly;
 - 29.4.7. refusing to follow the instructions of one of our staff members; or
 - 29.4.8. releasing personal communications between you and our staff without our prior written consent.

30. Community Safety – As a responsible ABYSS player –

- 30.1. You are encouraged to report out-of-game issues regarding harassment, such as threatening phone calls or correspondence, to your local law enforcement officials or internet provider. We cannot be held responsible for actions taken outside the jurisdiction of our game servers or Sites.
- 30.2. You are encouraged to report any behavior within ABYSS using the in-game reporting channels. All reports will be investigated, and appropriate action will be exercised as per section 31 below if deemed necessary.

31. Consequences and Remedial Actions –

- 31.1. If you violate our Standards, we may, at our absolute discretion, with sufficient notice to you:
 - 31.1.1. restrict access to certain gameplay mechanics (for instance Battle Arena, Hangars, minigames, and any other persistent environment) for a timeframe determined by us to be appropriate;
 - 31.1.2. restrict access to communication services within the game environment (such as chat) and via our social media channels for a timeframe determined by us to be appropriate;
 - 31.1.3. suspend your access to the Services temporarily, for a timeframe determined by us to be appropriate; and/or
 - 31.1.4. suspend your access to your Account temporarily, for a timeframe determined by us to be appropriate.
- 31.2. Decisions made by us regarding your violation of our Standards are final and not subject to appeal.
- 31.3. Repeat offences, or actions of a serious nature, violate these Terms.

INTELLECTUAL PROPERTY

- 32. **Assertion of Ownership** – For the purposes of providing the Services to you, we are the owner or licensee of all right, title, and interest in and to the Services, and all the features and components contained thereof (“**Intellectual Property**”).
- 33. **Third-Party Ownership** – The Services may contain materials licensed by third parties to us, and these third parties may enforce their ownership rights against you if you violate these Terms.
- 34. **Open Software** – Portions of the Services utilize code or tools that may be developed on open-source software, or open-source code, and is released under the licensing arrangements of that particular code or tool.
- 35. **Owned Components** – The following components of the Services are owned or licensed by us:
 - 35.1. All virtual content appearing within the Services such as:
 - 35.1.1. Visual Components: Locations, conceptual and character artwork, structural or landscape designs, animations, and audio-visual effects.
 - 35.1.2. Narrations: Themes, concepts, stories, and storylines.
 - 35.1.3. Characters: Their designs, likenesses, components, name labels for them and their items.
 - 35.1.4. Digital Assets: Virtual goods, such as key cards, tokens, potions, weapons, armor, wearable items, skins, sprays, accessories, etc.
 - 35.2. All data and communications generated by, or occurring through, the Services.
 - 35.3. All sounds, musical compositions, recordings, and sound effects originating in the Services.
 - 35.4. Computer code, independently or in aggregate.
 - 35.5. Titles, related documentation, and all other original works of authorship contained in the Services.
 - 35.6. Service Logos, graphic identifiers of in-game systems, mechanisms or characters, our corporate logo and visual identity.
 - 35.7. All moral rights that relate to the Services, such as the right of attribution, and the right to the integrity of certain original works of authorship.

36. **Intellectual Property Protection** – Except as expressly provided in these Terms, no part of the Sites, the Services as well as the Smart Contract may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose.
37. **Fan Use of Intellectual Property** –
- 37.1. We support the creativity of our community members and wish to allow them to use elements within our Services in user-created content such as videos, footage, music, speech, and other assets within our Intellectual Property.
 - 37.2. We reserve all rights not expressly granted to you in writing in respect to Intellectual Property.
 - 37.3. You are granted a limited, non-exclusive, revocable, license to use elements and components of the Services, subject to the following conditions:
 - 37.3.1. You are permitted to create video content using our Intellectual Property and distribute it freely online, provided you attribute ABYSS and include a link to our Sites in an appropriate way;
 - 37.3.2. You are not permitted to impose a paywall to access this content;
 - 37.3.3. Fan artwork must not use official Digital Assets but creating derivative non-commercial official designs as inspiration is acceptable. Fan artwork can be monetized without license if the value of the item is less than USD1000.00 in aggregate and the available quantity is no more than 100 units.
 - 37.3.4. You are not permitted to use our Intellectual Property on items designed for mass production or merchandise (such as shirts, posters, bags, etc.) for sale in fiat currency or any other exchange mechanism.

TECHNICAL

38. **Platform Balancing** – We may change, modify, suspend, or discontinue any aspect of ABYSS at any time, including modifying AI agents, story elements, interactive features, or other aspects to balance the user experience. We may also impose limits on certain features or restrict your access to parts or all the Services or Accounts without notice or liability.
39. **Technical Integrity of Services** – To ensure the technical integrity of ABYSS and internal systems, you are prohibited from:
- 39.1. Creating, using, making available, and/or distributing:
 - 39.1.1. methods (whether via hardware, software, etc.) that influences and/or facilitates gameplay, using exploits of any in-game bugs, granting you and/or any other user an advantage not normally accessible to other players (“**cheats**”);
 - 39.1.2. any code and/or software not authorized by us, that allows the automated control of the Services or elements within (“**bots**”);
 - 39.1.3. accessing or modifying the software of the Services in any manner not expressly authorized by us (“**hacking**”); and
 - 39.1.4. any information or process that intentionally disrupts player queue mechanics and player match making
 - 39.2. Using ABYSS on any server that is not controlled or authorised by us;
 - 39.3. Arranging for the exchange or transfer of any illegal or pirated software or other contraband while you are using the Services, servers, or Sites;
 - 39.4. Transmitting or uploading (through the Services or Sites) any copyrighted material that you do not own all rights to without the express written permission of the author or copyright holder;

- 39.5. Doing anything that interferes with the ability of other players to enjoy the game or Sites. This includes, but is not limited to, making inappropriate use of any public channels within the game and/or intentionally creating excessive latency (lag);
 - 39.6. Facilitating, creating, or maintaining any unauthorized connection to the Services including without limitation:
 - 39.6.1. any connection to any unauthorized server that emulates, or attempts to emulate, the Services; and
 - 39.6.2. any connection using third-party programs or tools not expressly authorized by us
 - 39.7. Modifying, adapting, translating, or reverse engineering any portion of the Services;
 - 39.8. Using any unauthorized processes or software that intercepts, collects, reads, or “mines” information generated or stored by the Services;
 - 39.9. Creating, utilizing, or transacting in any in-game item created or copied by exploiting a design flaw, undocumented problem, or program bug in the Services (“**duping**”);
 - 39.10. Performing any action that disrupts, distorts, or compromises the economic processes used within the game, including play to earn systems; and
 - 39.11. Using the Services to violate or circumvent any applicable law or regulation in your jurisdiction of residence.
- 40. Third Party Tools –**
- 40.1. If you create a third party add-on tool for ABYSS, you agree that the tool will operate in such a way that it does not:
 - 40.1.1. disrupt the intended or designed operation of ABYSS or its servers;
 - 40.1.2. cause any disruption or unintended actions within the in-game economy that would create an unfair advantage over other players;
 - 40.1.3. exploit any bug that creates an unfair advantage to you over other players;
 - 40.1.4. changes the code of the platform either via a hack or a change in transmission of data to and from ABYSS’s servers;
 - 40.1.5. causes unnecessary or excessive lag; and
 - 40.1.6. violate any laws or regulations.
 - 40.2. All Third-Party Tools related to ABYSS AI storytelling platform are restricted to only perform the following functions:
 - 40.2.1. Management of story collections and AI agent interactions;
 - 40.2.2. building public tools and bots that facilitate transparency and analysis; and
 - 40.2.3. building private, non-commercial tools which store data and display for analytical purposes.
- 41. Approval of Third-Party Tools –** All Third-Party Tools are to be submitted to us for approval. Any Third-Party Tool that is approved is issued a limited, non-exclusive, revocable, non-transferable, and non-sublicensable permission to access and use in-game assets and functionalities.
- 42. Data Handling –**
- 42.1. While running, the Services may monitor your computer, console, or mobile device's memory to ensure the proper running of the Services on that device. We may collect anonymized data which we use to inform our continuous development of the Services.
 - 42.2. Any data collected by us on your behalf is handled in accordance with our Privacy Policy.

TERMINATION

43. **Enforcement** – We may investigate and prosecute violations of these Terms to the fullest legal extent. We may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these Terms.
44. **Termination of Access** –
- 44.1. We may terminate your right to access or use Services immediately and without notice if:
- 44.1.1. we determine that your use of the Services poses a security risk to our Services or any third party;
 - 44.1.2. you could adversely impact us, the Services, the blockchain or any other users;
 - 44.1.3. you could subject us, our affiliates, or any third party to liability;
 - 44.1.4. you could be fraudulent;
 - 44.1.5. you violate any of these Terms;
 - 44.1.6. you violate our Standards; or
 - 44.1.7. for any other reason at our absolute discretion.
- 44.2. If we terminate your rights as per section 44.1 above, we may allow you to remove any Digital Assets into a Wallet within a limited timeframe. We may charge a fee for this service.
- 44.3. If we terminate or suspend your Account for any reason, you are prohibited from registering and creating a new Account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.
- 44.4. You can choose to voluntarily terminate your Account with us by providing us with written notice and in such event:
- 44.4.1. You are responsible for ensuring that all Digital Assets are removed from the Account prior to close;
 - 44.4.2. Any items in a closed Account cannot be retrieved; and
 - 44.4.3. Your chosen user credentials will be locked and you will be unable to create an Account.

WARRANTY AND DISCLAIMERS

45. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITES AND THE SERVICES ARE AT YOUR OWN RISK, AND THAT THE SITES AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.
46. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITES, THE SERVICES AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITES, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY.
47. WITHOUT LIMITING THIS SECTION OF OUR TERMS, WE, OUR AFFILIATES, AND LICENSORS **DO NOT** REPRESENT OR WARRANT TO YOU THAT:
- 47.1. YOUR ACCESS TO OR USE OF THE SITES AND THE SERVICES WILL MEET YOUR REQUIREMENTS.
 - 47.2. YOUR ACCESS TO OR USE OF THE SITES AND THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.
 - 47.3. USAGE DATA PROVIDED THROUGH THE SITES AND THE SERVICES WILL BE ACCURATE.

TERMS AND CONDITIONS

- 47.4. THE SITES AND THE SERVICES OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 47.5. THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE, THE APP AND THE SMART CONTRACTS WILL BE SECURE.
- 47.6. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
48. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE. ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITES AND SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES – YOUR USE OF THE SITE AND TOOLS IS AT YOUR OWN RISK.
49. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS A RESULT OF YOUR USE OF THE BLOCKCHAIN, AN ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM:
 - 49.1. USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS;
 - 49.2. SERVER FAILURE OR DATA LOSS;
 - 49.3. CORRUPTED WALLET FILES;
 - 49.4. INTELLECTUAL PROPERTY INFRINGEMENT BY USERS; OR
 - 49.5. UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACKS AGAINST THE SERVICE, THE BLOCKCHAIN NETWORK, OR THE WALLET.
50. NON-FUNGIBLE TOKENS (AND THE NON-TANGIBLE ASSETS THEY MAY REPRESENT) EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN INTEGRATED INTO OUR SERVICES. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER ON THE BLOCKCHAIN. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO THE OWNERSHIP RECORD OR SMART CONTRACTS. WE MAKE NO OFFER OR INVITATION TO ACQUIRE, PURCHASE, TRANSFER, SELL OR OTHERWISE DEAL IN NON-FUNGIBLE TOKENS.
51. WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAIN OR ANY OTHER FEATURES OF THE RESPECTIVE BLOCKCHAIN NETWORK OR ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES OR NO REPORT AT ALL OF ANY ISSUES WITH THE BLOCKCHAIN OR ITS SUPPORTING NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

LIMITATION OF LIABILITY

52. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS

- OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
53. YOU ACKNOWLEDGE AND ACCEPT THE INHERENT SECURITY RISKS OF TRANSMITTING INFORMATION OVER THE INTERNET AND ENGAGING IN ONLINE TRANSACTIONS. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY SECURITY BREACHES, EXCEPT IN CASES OF GROSS NEGLIGENCE ON OUR PART. ANY INFORMATION YOU SEND OR RECEIVE WHILE USING THE SITE MAY NOT BE SECURE AND COULD BE INTERCEPTED OR ACCESSED BY UNAUTHORIZED PARTIES. YOUR USE OF THE SITE, WALLET, AND SERVICES IS AT YOUR OWN RISK. ADDITIONALLY, YOU UNDERSTAND AND ACCEPT ALL ASSOCIATED RISKS, INCLUDING OWNERSHIP, TECHNOLOGY, TOKEN, AND MARKET RISK
54. YOU ACKNOWLEDGE AND AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, THE APP AND THE SMART CONTRACTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF
- 54.1. THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR
- 54.2. ONE HUNDRED (100) US DOLLARS.
55. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITES AND THE SERVICES AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE SITES, THE SERVICES AND THE SMART CONTRACTS TO YOU WITHOUT THESE LIMITATIONS.
56. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS. THE LIMITATION OF OUR LIABILITY APPLIES ONLY TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS IN YOUR JURISDICTION.

INDEMNIFICATION

57. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:
- 57.1. Your use of the Sites and Services and any unauthorised use of your Account or credentials to access and use the Sites;
- 57.2. Your breach of these Terms;
- 57.3. Any breach of your representations and warranties set forth in these Terms;
- 57.4. Your violation of the rights of a third party, including but not limited to Intellectual Property rights; or
- 57.5. Any overt harmful act towards any other user of the Sites and the Services.
58. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.
59. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

ASSUMPTION OF RISK

60. You accept and acknowledge the following:
- 60.1. **Notification** – we may notify each user of certain disclosures and risks associated with blockchain, NFTs, and their associated technology and protocols. The Services are not an investment product, and no action, notice, communication by any means, or omission by us shall be understood or interpreted as such.
 - 60.2. **Ownership Expectations** – We have no influence whatsoever on any bridged blockchains, the transactions and consensus protocols, NFT standards, third party decentralized applications, or any other tool supported on their respective platforms. Playing ABYSS or using the Services does not represent or constitute any ownership right or stake, share or security, debt or equivalent right, or any right to receive any future revenue or form of participation in or relating to any blockchain. We shall not be liable for the acts or omissions of any third parties, or any damage that you may suffer because of your transactions or any other interactions with any such third parties.
 - 60.3. **Tokens** – There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet. Tokens are not considered legal tender, are not issued, or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, tokens are not insured against theft or loss by any insurance corporation or any investor protection. The platform provides interactive AI storytelling experiences and collectible story elements within ABYSS.
 - 60.4. **Market Risk** – The value of NFTs is derived from supply and demand in the global marketplace, which can rise or fall independent of any government currency. Holding NFTs carries exchange rate and other types of risk. The value of NFTs may be derived from the continued willingness of market participants to exchange traditional government currency for digital rewards, which may result in the potential for permanent and total loss of value of a particular digital reward should the market disappear. The volatility and unpredictability of the price and value of NFTs, relative to government currency, may result in significant loss over a short period of time. We cannot guarantee or warrant the value of any NFT, and explicitly warns you that there is no reason to believe that any NFT will increase in value, and that they may hold no value, decrease in value, or entirely lose value.
 - 60.5. **Regulatory Risk** – Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs and blockchain rewards. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the Services in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration. We may cease any distribution of any of the above, the development of the ABYSS gaming platform or cease operations in a jurisdiction if governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which we operate is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi-governmental, regulatory, or other similar types of (including banking) authorities will not examine our operations and/or

pursue enforcement actions against us. Such governmental activities may or may not be the result of targeting us. All of this may subject us to judgments, settlements, fines, or penalties, or cause us to restructure its operations and activities or to cease offering certain products or services, all of which could harm our reputation or lead to higher operational costs, which may in turn have a material adverse effect on our Services.

- 60.6. **Technology Risk** – By using the Services, or interacting with our Sites, a represent that you understand the inherent risks associated with cryptographic systems, and warrant that you have an understanding of the usage, risks, potential bugs based on emerging technology, and intricacies of native cryptographic systems, like Ether (ETH), Bitcoin (BTC), smart contract based tokens such as those that follow ERC–20 standards, the utility of ERC–721/ERC–1155 tokens, and other blockchain–based software systems. NFT transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber attacks. Changes and upgrades to the underlying blockchain platforms (a ‘hard’ or ‘soft’ fork), or a change in how transactions are confirmed on those platforms may have unintended consequences or adverse effects on the utility of the prevailing digital item.

MISCELLANEOUS PROVISIONS

61. Assignment –

- 61.1. You will not assign or otherwise transfer your rights and obligations under these Terms, without our prior written consent, which may be withheld at our sole discretion. Any assignment or transfer in violation of this section will be void.
- 61.2. At any time and without the need for your consent, we may assign any obligation, right and these Terms as required.
- 61.3. These Terms will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.
- 61.4. You may not merge these Terms with any other agreements with which we may be a party.

62. Disputes & Resolution –

- 62.1. Any dispute, controversy, difference or claim arising out of or relating to these Terms or relating in any way to your use of our Sites or our Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non–contractual obligations arising out of or relating to these Terms, the parties may agree to first attempt mediation before a single mediator, administered by the Dubai International Arbitration Centre under its mediation rules (or its referred entity), to be held in Dubai, United Arab Emirates in the English language.
- 62.2. If the parties do not agree on mediation, the matter shall be referred to and finally resolved by arbitration before a single arbitrator to be held in Singapore in the English Language. The decision of the arbitrator is final and binding on the parties, and enforceable in a court of competent jurisdiction. The prevailing party shall be entitled to recover costs and reasonable attorneys’ fees for arbitration administered by the Singapore International Commercial Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. Notwithstanding the foregoing, we and you agree that we may bring suit in any court of competent jurisdiction to seek injunctive relief against the infringement or other misuse of our Intellectual Property rights and/or protection of our confidential information. Any disputes

that may arise beyond the scope of the arbitration provision shall be exclusively governed by the laws of the United Arab Emirates.

63. **Class Action Waiver** – TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "**CLASS ACTION WAIVER**"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.
64. **Entire Agreement** – These Terms sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Terms, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in these Terms.
65. **Force Majeure** – We and our affiliates will not be liable for any failure or delay in performance of obligation under these Terms where the failures or delay results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
66. **Severability** – If any portion of these Terms is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.
67. **Governing Law and Jurisdiction** –
 - 67.1. These Terms shall be governed by the laws of the United Arab Emirates, without respect to its conflict of law's provisions.
 - 67.2. The 1980 United Nations Conventions on Contracts for the International Sale of Goods does not govern these Terms.
68. **Errors** –
 - 68.1. You agree that there may be information on the Service that contains errors, typos, inaccuracies, or that is incomplete, whether that information relates to products, prices, offers, and other Services content.
 - 68.2. We reserve the right to correct any such errors or inaccuracies, and to update any information on ABYSS at any time. We also reserve the right to cancel any orders if any of the related information on the Services is inaccurate, without any prior notice to you (even after an order is submitted).
69. **Notices** –
 - 69.1. We may provide any notice to the you under these Terms by:
 - 69.1.1. posting a notice on our Sites; or
 - 69.1.2. sending a message to the email address associated with your Account.
 - 69.2. Notices provided on our Sites will be effective upon posting and notices provided by email will be effective when the email is sent. It is your responsibility to keep your email address current. To give us notice under these Terms, you must contact us by support@abyss.cards. We may update the address for notices by posting on our Sites.
70. **Representation of inapplicability of Sanctions** - Without limiting any other provision in these Terms, by using the Sites, you represent and warrant that (a) you are not a person who is participating from, or who is a national or resident of, any of the countries embargoed or restricted by, including without limitation, the Council of the European Union, His Majesty's Treasury of the United Kingdom of Great Britain and Northern Ireland (UK Treasury), and the U.S. Department of Treasury including, but not limited to: Belarus, Burundi, Central African Republic, Congo, Cuba, DPRK (North Korea), Guinea, Guinea-Bissau, Iran, Iraq, Lebanon, Libya, Mali, Myanmar (Burma), Republic of South Sudan, Russia, Somalia, Sudan, Syria,

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Ukraine, the Crimea, Donetsk, and Luhansk regions of Ukraine, Venezuela, Yemen, Zimbabwe, United Kingdom's financial promotions regime, the People's Republic of China and any other jurisdiction in which receiving Tokens is prohibited, and (b) you are not identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties politically exposed person under anti-money laundering legislation or a sanctioned person.