

# PROJECT XENO Terms of Use (For Users)

## I. Purpose

These Terms of Use (the "Terms") sets forth the terms and conditions of use of "PROJECT XENO", a blockchain game operated and provided by EPOCH FACTORY PTE. LTD. (the "Company"), and related services, as well as the rights and obligations between the user and our company.

## II. Definition

The following are definitions of terms used in the Terms:

1. "NFT": refers to a non-fungible token or similar digital item that is recorded on the blockchain.
2. "Wallet": refers to the system for managing private keys for the transfer of crypto assets and NFTs, etc., that are transacted using blockchain technology.
3. "User": a person who has agreed to this Agreement as a user of this service.
4. "Intellectual property rights": refers to copyrights, patents, utility model rights, trademarks, design rights, portrait rights, publicity rights and other intellectual property rights (including the right to acquire such rights or to apply for registration of such rights).
5. "Anti-social forces": any of the following person, institution, or organization:
  - 6.1. Crime groups, members of organized crime groups, quasi-constituents of organized crime groups, general assemblymen, social advocacy groups, special intelligence groups, and other similar anti-social forces.
  - 6.2. Including corporations (but not limited to this) in which antisocial forces are substantially involved in the management.
6. "This NFT": refers to the NFT issued by the Company.
7. "This "Agreement": refers to the contract between the Company and the user for the use of the Service in accordance with the various provisions of the Terms.
8. "This Service": refers to PROJECT XENO and its associated services.
9. "This Service website": refers to the website operated by the Company for the Service.
10. "This Product": refers to all data sold by the Company to users in the Services.

11. "This Product Purchaser": refers to any user who purchases a Product through the Service.
12. "User Page": refers to the web page established within the Service website for users to manage their own registration information, and to view and manage the Products purchased by them.
13. "GXE": a Governance Token issued by the Service.
14. "UXE": a utility tokens issued by the Service.

### III. Purpose and range of the Terms

1. These Terms shall apply to all relationships between the user and the Company concerning the use of the services.
2. The terms regarding the use of the service that are separately stipulated by the Company in addition to these Terms of Use, and any other terms and conditions that the Company may announce from time to time regarding the use of the Service ("Additional Terms") shall become a part of these Terms, regardless of the name of the Additional Terms. Regardless of the name by which they are referred to, they shall be deemed to be an integral part of these Terms of Use and shall constitute a part of these Terms of Use. In the event of any inconsistency between the Terms and the Additional Terms, the Additional Terms shall take precedence.

### IV. Registration of user accounts

1. Upon agreeing to the Terms, the user may apply for an account registration for use of the service by registering the necessary information in a procedure determined by the Company.
2. When a user applies for an account registration, the user must register true, accurate, and complete information, and must always correct the information to be current.
3. Each user may only register for one account.
4. The Company may deny the user's application for registering an account if any of the following applies:

- 4.1. Inaccurate or false information is included in the registration information.
  - 4.2. A minor, adult ward, a person under curatorship, or person under assistance who does not obtain the approval, etc. of one's legal representative, guardian, conservator, or assistant ("Legal Representative, etc.").
  - 4.3. If the user has been suspended by the Company for violation of the Terms or others in the past.
  - 4.4. When the user has committed or is deemed by the Company to commit an act that interferes with or may interfere with the Company's operation, provision of the service, or the use of other users.
  - 4.5. If the user belongs to anti-social forces.
  - 4.6. If the Company determines that a user has violated or may violate the representation and warranty in Article 13.
  - 4.7. The Company judges that the service may be used for fraudulent or other criminal activities.
  - 4.8. Any other cases in which the Company deems it inappropriate.
  - 4.9. If the user has already registered for an account.
  - 4.10. If the Company reasonably determines that it is inappropriate to allow the user to register an account for any other reason.
5. The users shall promptly notify the Company of any changes to their registered information in the manner provided by the Company. The Company shall not be liable for any disadvantage that may be caused to the user by their failure to report the changes. Even if the user reports the changes after the fact, the Company may rely on the information before the change for transactions and procedures performed prior to the change notification.

#### V. Account Management

1. When a user registers for an account, the user shall strictly control and store the information and others to log into one's account ("Account Information"), and shall not allow a third party to use, lend, transfer, change the name, or deal in it. The user shall be responsible for any loss or damage caused by inadequate management of the account information, errors in use, or use by a third party, and the Company shall not be responsible for any such loss or damage.

2. The Company may deem any activities conducted using the registered account information as the user's activities, and in such case, the user shall bear any responsibility resulting from such activities.
3. If a user discovers that the account information is stolen or is being used by a third party, the user shall immediately notify the Company and follow the instructions given by the Company. Regarding the damages incurred to the Company or third parties due to leakage of account information or unauthorized use or access by third parties etc., the user compensates the Company and third parties for the damages, except when such damages are caused by the Company.
4. We will not be liable for any loss or damage to crypto assets or NFTs (including this NFTs) in users self-managed wallet due to malfunction or loss of your telecommunication terminal, malware, spyware, viruses, hacking or cracking attacks from third parties, mismanagement of account information, etc., errors in use, or use by a third party, etc. (including NFTs) in their own wallets. (including the NFTs) in the user's self-managed wallet due to attacks such as spyware, virus hacking, cracking, etc., mismanagement of account information, etc., errors in use, or use by third parties, the Company shall not be liable for any damage, including theft, loss, or loss of use, etc., except in cases of intentional or gross negligence.
5. Data such as in-game points can be transferred to a new device after a change in the device model, etc., by performing the transfer operation described in the game. The data cannot be transferred if the transfer operation described in the game is not performed.
6. Users shall understand and agree in advance that all data, including in-game points earned through purchases or game play, may be deleted without prior notice to users if the prescribed transfer operation described in the previous paragraph fails to be performed.
7. Users shall not register multiple accounts to use the Service. If the Company confirms that the user has registered multiple accounts to use the Service, the Company will suspend all the accounts registered by the user without any notice to the user. The user shall be responsible for any damages caused by the suspension of such accounts, and the Company shall not be liable for any such damages.

8. Users shall not use the Service by logging in with multiple devices at the same time under a single account. If a user wishes to use an account on more than one device, the user must terminate the use of the Service on the other device before logging into the account on a different device.
9. The Company may delete an account for which more than one (1) year has passed since the last access without prior notice to the user.
10. All usage rights of the user in this Service will be terminated at the time of account deletion, regardless of the reason. Even if a user deletes the account by mistake, it will not be able to be restored.

## VI. User Page

1. All the information that the user enters on the user pages (“Information written by users”) shall be filled with the full understanding that it will be accessed and viewed by an unspecified majority of users of this service. Regarding the Information written by users, the user who writes takes full responsibility.
2. The users are not allowed to write the following information:
  - 2.1. Illegal, fraudulent, or harmful content
  - 2.2. Any indication contrary to the Terms.
  - 2.3. Offensive to public order and morals.
  - 2.4. Damaging the reputation or credibility of others.
  - 2.5. Content that infringes on the privacy rights, intellectual property rights, or other rights of others.
  - 2.6. Content that constitutes threats, abuse, harassment, defamation, cruelty, violence, obscenity, or indecency
  - 2.7. Content that is false or fraudulent
  - 2.8. Content that is misleading
  - 2.9. Including discrimination or prejudice
  - 2.10. Any other content that we deem inappropriate.
3. The Company may delete the Information written by the user, restrict the user from posting, or suspend the display of the user page without prior notice to the user if the user’s posting violates the Terms or otherwise if the Company deems the posting

to be inappropriate. The Company has no obligation to respond to the user regarding such actions. The Company is not liable for any damages incurred by the user or any third party as a result of such actions.

VII. Sales of the Product by the Company and purchases of the Product by the User, etc.

1. The Company sells the Products, the Company shall post information about the Product and the application period on the service website, and sell the Product to prospective purchasers in a manner prescribed by the Company.
2. Prospective purchasers shall understand the Company's prescribed the terms and conditions of sale and shall enter the information prescribed by the Company. Prospective purchasers must have a wallet that can be used on the Service and must connect such wallet to the service, and are subject to individual terms and conditions of sale.
3. After the completion of the entry described in the preceding paragraph, the potential purchaser shall send the required information and payment information to the Company by the method prescribed by the Company. Upon receipt of such information by the Company, a purchase agreement for the Product shall be formed between the Company and the potential purchaser.
4. The potential purchaser shall settle the price of the Product based on the sales contract concluded in the preceding paragraph by the payment method specified in Paragraph 2.
5. After the conclusion of the sales contract stipulated in Paragraph 3, the Company shall register the fact that the purchaser of the Product is the owner of the Product in the account of the purchaser of the Product and indicate such fact on the user page of the purchaser of the Product, and delivery of the Product by Company to the purchaser of the Product shall be deemed to have been completed. However, if the Product is an NFT, we may complete delivery of this NFT by sending this NFT to the purchaser's self-directed wallet.

VIII. Intellectual property rights and license to use, etc., pertaining to products.

1. Intellectual property rights pertaining to the products or other works posted on the service shall belong to the Company or third parties who have permitted, in accordance with copyright laws and other applicable laws, and shall not be transferred to the purchaser by the purchase of the products. Also, except as provided in the following paragraph, the purchaser shall not reproduce, distribute, reprint, transfer, publicly transmit, modify, adapt, or otherwise make secondary use of the relevant Product.
2. The Company shall grant the purchaser a non-exclusive license to use (including but not limited to the right to reproduce, transfer, modify, or publicly transmit) the Product to the extent necessary with free of charge for the following acts.
  - 2.1. The act of viewing, watching, or using this product for the intended purpose on this service.
  - 2.2. The purchaser sells the NFT to users except oneself on this service.
  - 2.3. Use in accordance with the Terms of the Agreement described on the service website for individual products.
3. The purchaser may use the product held by the purchaser within the range of the licensed use stipulated in the preceding paragraph.
4. Users shall grant the Company permission to use and modify the contents contained in their user pages free of charge (including text written by users and the user pages themselves) in a method that the Company deems appropriate for the promotion of the Company's services and other purposes.
5. The provisions of the preceding paragraph shall remain in effect even after the termination of this Agreement.

#### IX. Suspension of this service, etc.

1. In any of the following cases, the Company may temporarily suspend all or part of the provision of the Service without prior notice to users. In such cases, the Company shall not be liable for any damages incurred by the user except in cases of willful misconduct or gross negligence on the part of the Company. If either of the following situations is anticipated in advance, the Company will notify the user by a method of communication that the Company deems appropriate.

- 1.1. When performing maintenance, inspection, repair, or modification of the system (including servers, communication lines and power supplies, and the buildings that house them) on a regular or urgent basis.
- 1.2. When the Service cannot be provided due to a failure or malfunction of the server, communication lines, or other equipment, or for any other reason.
- 1.3. If the Company's assets are stolen by hacking or other methods.
- 1.4. When investigating unauthorized use of the account, etc.
- 1.5. In the event of a system malfunction necessary for the provision of this service.
- 1.6. In the event of a hard fork or other problem related to the handling of this NFT
- 1.7. In the event that this service cannot be provided due to fire, power outage, etc.
- 1.8. When a natural disaster, incident, or other emergency occurs or is likely to occur.
- 1.9. When the provision of this service becomes impossible due to laws and ordinances or measures based on such laws and ordinances.
- 1.10. In any other cases where Company reasonably determines that temporary suspension of service is necessary for operational or technical reasons.

#### X. Third party services

1. Use of the service requires the use of services or systems provided by entities other than the Company designated by the Company. The Company assumes no responsibility for services or systems provided by entities other than the Company.
2. Users acknowledge and agree that when using any Services (including Blockchain) associated with the provision of the Services, they are subject to the Terms and Conditions of each organization or entity applicable to the relationship between the User and the relevant Service Provider. The Company reserves the right to take any action, including account termination, concerning any breach or suspected breach of these Terms and Conditions by the User.
3. When using a wallet on the service, users shall prepare a wallet that can be used on the service at their own risk. Users shall not share or transfer their wallets connected to the Service to any third party.

## XI. Prohibited activity

1. Users shall not engage in any of the following items:
  - 1.1. Violation of laws and regulations, court judgments, decisions, and orders, and legally binding administrative measures
  - 1.2. Acts that are offensive to public order and morals, criminal acts, the acts that encourage, aid, abet, advance such acts, or acts that have the potential to do so.
  - 1.3. Any act that infringes or restricts, or may infringe or restrict, the property rights, privacy, or other rights of the Company, a telecommunications company, or a third party.
  - 1.4. Any act that circumvents or invalidates the technical measures taken by the Company to protect data, such as unauthorized use of IDs or passwords.
  - 1.5. Any act that violates or may violate the Terms or the transaction rules, etc.
  - 1.6. Acts that discriminate against or slander others, or defame their honor or trustworthiness.
  - 1.7. Actions that lead or may lead to fraud or other crimes.
  - 1.8. Displaying or transmitting information that is obscene, child pornography, or child abuse.
  - 1.9. Displaying or transmitting any information that adversely affects or interferes with the healthy growth of minors.
  - 1.10. Leading Users to pornographic websites or other harmful websites (including affiliate websites)
  - 1.11. Establishing or soliciting to establish a pyramid scheme.
  - 1.12. Religious activities or solicitation of religious organizations
  - 1.13. Impersonating another user, or transacting or attempting to transact under a fictitious name, another person's name, or any other name other than the user's own name.
  - 1.14. Unauthorized collection, disclosure or provision of a third party's personal information, registration information, usage history information, etc.
  - 1.15. Attempts to gain unauthorized access to computers or other equipment installed by the Company or third parties.

- 1.16. Actions that place or encourage burdens on servers or network systems beyond the scope of normal usage, use BOTs, cheat tools, or other technical means to illegally operate the Service, intentionally take advantage of our system malfunctions (including actions that repeat similar actions more than necessary), actions that make unreasonable inquiries or demands of the Company (including the act of repeating similar questions more than necessary), or any other activity that interferes with or hinders the operation or provision of this Service or the use of this Service by other Users.
- 1.17. Reverse engineering, disassembling, or otherwise deciphering the source code for improper purposes.
- 1.18. Transmitting the same or similar messages to an unspecified number of users or third parties (excluding those approved by the Company). (2) Other acts that the Company deems to be spam.
- 1.19. Any act that uses or is suspected of using the service by any method other than the interface provided by the Company.
- 1.20. Transmitting computer viruses, computer code, files or programs that interfere with, destroy or limit the functionality of computer resources.
- 1.21. Transmitting false or misleading information or facts (including, but not limited to, information or facts concerning third parties).
- 1.22. Falsifying or deleting information that may be used by this service.
- 1.23. Acts of acquiring Products by unauthorized means, or using products knowing that they have been obtained by unauthorized means.
- 1.24. Exchanging Products for cash, goods, or other economic benefits in a manner other than that specified by the Company.
- 1.25. Engaging in fraudulent trading or other deceptive or manipulative trading activities
- 1.26. Listing a Product without the intention of doing a genuine transaction.
- 1.27. The act of selling unauthorized Products
- 1.28. Falsifying the contents, nature, or other information about the Products to be displayed

- 1.29. Providing only information about the Product to be exhibited that is considered insufficient to understand the content and nature of the Product
- 1.30. Listing a Product to conclude a sales contract, etc. with a specific User only
- 1.31. Attempting to list or purchase Products in a manner that violates laws and regulations, guidelines, and other rules that market sellers must follow, as well as public order and morals.
- 1.32. Listing Products issued by third parties other than the Company
- 1.33. The following acts committed for the purpose of fluctuating the price of GXE, UXE or this NFT:
  - 1.33.1. Dissemination to an unspecified number of persons of facts without reasonable basis that the actor has no direct experience or awareness of.
  - 1.33.2. Engaging in fraudulent acts by means that mislead others, or words or deeds that gratuitously stir up the gambling spirit of others.
  - 1.33.3. Using violence or threats.
- 1.34. Making false or misleading representations with respect to the purchase or sale of GXE, UXE or this NFT or with respect to any material matters
- 1.35. Using GXE, UXE, or this NFT for wagering or gambling.
- 1.36. Acts of using this NFT as a means of payment for goods, services, etc.
- 1.37. Any act for promotion, advertisement, solicitation, sales, or any other commercial purpose, and any act for sexual or obscene conduct, or any act for a meeting or dating with an individual
- 1.38. Lending, transferring, selling, or otherwise trading the account or target data to a third party outside of the service.
- 1.39. The act connects a wallet that shares its private key with a third party to the Service or shares the private key of a wallet connected to the service with a third party.
- 1.40. Any act that constitutes or attempts to constitute a double transfer of GXE, UXE or this NFT.
- 1.41. Spam listings are intended to appear at the top of search results.

- 1.42. Use of the service for purposes other than those intended by the Company.
- 1.43. Registering multiple accounts for the purpose of committing any of the aforementioned acts.
- 1.44. Interfering with the operation of this service
- 1.45. Any other actions that the Company deems inappropriate.

## XII. Elimination of Antisocial Forces

The Company prohibits the use of the Service by antisocial forces, etc., persons having close relationships (including the provision of funds and other benefits) with such persons, and persons similar to them. If the Company determines that a user corresponds to any of these persons, the Company may suspend provision of the service without prior notice to the user. The Company shall not be liable for any damage or disadvantage incurred by the user as a result of such suspension.

## XIII. Representations and warranties

In using the Service, the User represents and warrants to us that the User's access to and use of the Service is legal in the User's country of residence.

## XIV. Restrictions on Use, Cancellation of Registration, etc.

1. In the event that the Company reasonably determines that a user falls under or is likely to fall under any of the following grounds, the Company may, at its reasonable discretion and without prior notice or demand, terminate this Agreement, delete all or part of the information sent by such user, restrict all or part of the Service, suspend or terminate account usage or registration, delete user pages, restrict access, cancel the NFTs exhibited by users, restrict access to target data about NFTs which are owned or exhibited by Users, or take any other necessary action:
  - 1.1. When the user has violated the Terms.
  - 1.2. When all or part of the registration information is false, erroneous, or omitted.
  - 1.3. When there has been a default on a monetary obligation.
  - 1.4. When payment has been suspended or payment has become impossible.

- 1.5. When a petition for seizure, provisional seizure, provisional disposition or other compulsory execution or disposition for delinquency is filed.
  - 1.6. When a petition for commencement of bankruptcy proceedings is filed.
  - 1.7. When a user has passed away.
  - 1.8. When there is any other significant change in the user's credit status.
  - 1.9. When the Company reasonably determine that there is involvement or suspected involvement in money laundering and terrorist financing.
  - 1.10. When it is found that a user is impersonating another user, or when such an impersonation is suspected.
  - 1.11. When the Company has been unable to contact the customer for a certain period of time, such as when the user does not respond to the Company's communications.
  - 1.12. When there has been no use of this service for a certain period of time since the last use.
  - 1.13. If the user does not agree to the changes in the Terms.
  - 1.14. The user has been restricted from using the service by the Company in the past.
  - 1.15. When the Company determines that there is a reason equivalent to any of the previous items.
  - 1.16. When the Company reasonably determines that it is difficult to continue the contract with the user.
2. The Company shall not be liable for any damages incurred by the user as a result of actions taken by the Company in accordance with this Article unless such actions are intentional or negligent on the part of the Company.

#### XV. Cancellation by user

1. If the user wishes to cancel the service, the user may do so by completing the procedures prescribed by the Company. However, this shall not apply in the event that the user owes an unfulfilled obligation to the Company.
2. If a user cancels this service, the Company shall not be obligated to store user information or other data. In addition, we may deem the Products, prepaid means of

payment, points, etc. held on the Service by a user who cancels the subscription to be abandoned by such user by cancelling the subscription.

3. This Agreement shall terminate when the user completes the cancellation procedure.

#### XVI. Disclaimer, etc.

1. Except in the case of willful misconduct or gross negligence on the part of the Company, the Company shall not be liable for any of the following damages, regardless of default of obligation, tort or any other legal cause of action.
  - 1.1. Damages resulting from the occurrence of natural disasters, incidents, or other emergencies
  - 1.2. Damage caused by the user's connection environment, such as failure of the user's equipment environment or Internet connection service.
  - 1.3. Damage caused by the performance value of the Internet connection service, such as response time from the facilities for this service
  - 1.4. Damage caused by unauthorized access or attack by a third party to the facilities for this service that cannot be prevented with the care of a good manager, or by interception along the communication path.
  - 1.5. Damages caused by malfunctioning of the distribution of goods due to cyber-attacks, etc.
  - 1.6. Damages resulting from the User's failure to comply with procedures, security measures, etc. specified by the Company
  - 1.7. Damage caused by the User's failure to enter accurate information or the User's failure to make necessary verifications.
  - 1.8. Damages incurred by the User based on the suspension or termination of all or part of the functions of the Account, etc.
  - 1.9. Damages caused by inaccurate information provided by the Service to the User
  - 1.10. Damages resulting from the failure or malfunction of servers, software, communication lines, or other equipment, or the occurrence of a fault
  - 1.11. Damages caused by or in connection with mandatory dispositions pursuant to law or court order.

- 1.12. Damages caused by the establishment, revision, abolition, or change in interpretation of laws and regulations, orders, etc. of supervisory authorities, self-regulatory rules, and other rules and regulations to be followed by the Company (including cases in which the effects of such changes are retroactive to the past) relating to this service.
- 1.13. Damages caused by third party websites or services.
- 1.14. Losses due to events or other causes arising out of the blockchain, such as a spike in blockchain network fees or the occurrence of a hard fork, as well as loss of assets due to delays (or failure to report) in the Company's response to or reporting of such events.
- 1.15. Loss of assets due to vulnerabilities or failures in the blockchain, wallet or other software, or other functionality related to crypto assets, or due to abnormal behavior, and due to delays in (or failure to report) the Company's response to or reporting of the occurrence of such events.
- 1.16. Corruption of a wallet file.
- 1.17. Damages caused by reasons beyond the Company's control, in addition to the damages stipulated in the preceding items.
2. Any disputes between the users and other users, holders of intellectual property rights related to the Service, or other third parties, including disputes arising from the use of the Service (including problems that arise under the assumption that users will use the service in the future), shall be resolved at their own expense and responsibility, and the Company shall not be held liable for any such disputes.
3. In the event that the Company suffers damages (including attorney's fees) as a result of the trouble stipulated in the preceding paragraph, the parties to said trouble shall jointly and severally compensate for said damages.
4. With respect to disputes between users and other users or other third parties, the Company may, without obtaining the consent of the users, provide information and other assistance with respect to such disputes to such third parties.
5. Compensation for damages incurred by the User due to default or tort caused by the Company's negligence (excluding gross negligence) shall be limited to actual,

direct, and ordinary damages incurred by the User, and shall be limited to the sales price of the Product purchased.

#### XVII. Non-warranty

1. The Company does not warrant, expressly or impliedly, that this services, GXE, UXE, this NFT, the Subject Data, or the Blockchain will be free from defects in fact or law (including defects relating to safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose, security, etc., communication failure, inaccessibility, error or bug, computer virus or other harmful items, infringement, loss of data created by the user, etc.).
2. The Company does not guarantee that there will be no invalidity, cancellation, termination, or any other event that prevents the conclusion or validity of the concluded purchase and sale contract.
3. Users shall investigate, at their own responsibility and expense, whether or not their use of this Service violates any laws, regulations, or internal rules of any industry organization applicable to them, and the Company makes no warranty that the use of the service by users will conform to such laws, regulations, or rules.
4. The Company provides no assurances that there will be no future enactments or changes in laws and regulations or related tax policies for NFTs and crypto assets. Users understand and acknowledge that the regulatory regime for blockchain technology is uncertain and that new regulations or policies may have a significant impact on the development of the service and the utility of NFTs. In the event of any changes in laws and regulations, the Company may, if necessary, take measures such as implementing access restrictions on the subject data or making it private.
5. The Company does not guarantee the value, stability, or legality of the NFTs themselves.
6. If the Company's website contains links to other websites, the Company makes no warranty of any kind with respect to those other websites or the information obtained from them.
7. The Company does not guarantee that PROJECT XENO will continue to function in the future, and the users acknowledges and accepts that they may not be able to

access all Products, including NFTs and Tokens purchased through the Service, and that they will not be compensated by Company in such cases.

#### XVIII. Change or discontinuation of the service

1. The Company may change, add, or discontinue all or part of the contents of this service without prior notice to the user, and the user shall consent to such changes, additions, or discontinuation in advance. In the event of discontinuation, the Company shall endeavor to notify the User in advance to the extent possible, in a manner the Company deems appropriate. In this case, the user understands and agrees in advance that this Product or the subject data related to this approval may disappear or become inaccessible.
2. The Company may update or reset parameters or change specifications to balance the gameplay and the game operations. Users understand and agree in advance that these updates and resets may affect their characters or items, games, and other properties they own.
3. The Company is not liable for any damage incurred by the User as a result of the change or discontinuation of the service according to Paragraph 1 or Paragraph 2. If the Company assumes responsibility, the amount of compensation shall be limited to the amount specified in Paragraph 5 of Article 16.

#### XIX. Confidentiality

1. The Company and user shall not divulge, disclose, or provide to a third party any information obtained in connection with this Agreement, or any other information that should belong to the other party's confidentiality, without the prior consent of the other party, whether during the term of this Agreement or after termination of the Agreement. In this Agreement, a person to whom one party has disclosed or is in a position to disclose confidential information to the other party is referred to as the "Disclosing party", and a person who has received or is in a position to receive disclosure of confidential information from the other party is referred to as the "Receiving party".

2. Regardless of the provisions of the preceding paragraph, information to which any of the following items applies to the addressee shall be excluded from the confidential information:
  - 2.1. Information that is already public knowledge at the time the confidential information is acquired.
  - 2.2. Information that became public knowledge through no fault of the Disclosing party after the confidential information was acquired.
  - 2.3. Information that was already in the possession of the Receiving party prior to the acquisition of the confidential information.
  - 2.4. Information independently developed by the Receiving party after the acquisition of the confidential information, not by the confidential information.
  - 2.5. Information lawfully obtained without any obligation of confidentiality of any kind from a third party to whom the Receiving party has a legitimate right after obtaining the Confidential Information.
3. Regardless of the preceding paragraph, the Company may disclose or exchange information about users with a government agency or an affiliated company with which it has concluded a confidentiality agreement, if requested to do so by law or by a government agency, or if the Company deems such action necessary.

## XX. Notification

1. Unless otherwise stipulated in the Terms, the Company shall provide notice to users by sending e-mail, posting on the service website, posting on social media, or by any other method that Company deems appropriate.
2. In the event that the Company sends a notice to a user by posting it on the service website or social media in accordance with the preceding paragraph, said notice shall be deemed to have reached the user at the time it is posted on the service website or social media.

## XXI. Changes to this Term

1. The Company may modify these Terms and Conditions to the extent required by law in any of the following cases.

- 1.1 When the modification of these Terms and Conditions is compatible with the general interests of the users.
- 1.2 the modification of these Terms and Conditions is not contrary to the purpose of these Terms and Conditions and is reasonable in light of the necessity of the modification, the reasonableness of the modified contents, the details of the modification, and other circumstances pertaining to the modification.
2. The Company will publicize the details of the changes to the Terms and Conditions and the effective date of the changes in accordance with the preceding paragraph by posting them on the Service Site or by other appropriate means. Such changes shall be applied from the effective date when a reasonable period of time determined by the Company has elapsed for the announcement of such changes.

#### XXII. Personal information

The Company shall properly handle the personal information of users in accordance with the "Privacy Policy" separately stipulated by the Company, and users shall agree to this.

#### XXIII. Taxes and other public charges

The user shall be responsible for any taxes and public dues imposed on the user. The type and amount of taxes and public dues charged on the user shall be confirmed by the user at own responsibility.

#### XXIV. Intellectual property rights protection

Intellectual property rights and all other property rights related to the service or the components of the service website (applications, software, code, data, images, text, demos, and other designs, works, know-how, etc.) are the property of Company or third parties that have licensed their use to the Company, and are not transferred to the user or licensed to the user beyond what is stipulated in this Agreement by the execution of this Agreement. All software used in this service contains proprietary rights and trade secrets protected under intellectual property laws and regulations.

#### XXV. Prohibition of transfer of rights and obligations

1. The User shall not transfer, inherit, pledge, or dispose of their rights and obligations and contractual status based on this Agreement to any third party. However, this shall not apply if otherwise stipulated in this Agreement or with the prior written consent of the Company.

2. In the event that the Company transfers the business related to this Service to another company, the user agrees in advance to such transfer by consenting to this Agreement. The Company may transfer the user's contractual status, rights and obligations based on this Agreement, and information regarding the user's registration information and other information related to the user to the transferee. The transfer of business as referred to in this paragraph includes all cases where the business related to this Service is transferred, including company splits and other similar transactions.

#### XXVI Survival Clause

Even after the termination of this Agreement, the provisions of Article 2 (Definitions), Article 11 (Prohibited activity), Article 16 (Disclaimer, etc.), Article 17 (Non-warranty), Article 18 (Change or discontinuation of the service), Article 19 (Confidentiality), Article 22 (Change or discontinuation of the service), Article 23 (Taxes and other public charges), Article 27 (Miscellaneous provisions) and any other provisions separately established by the Company shall remain valid and in effect between the Company and the user.

#### XXVII Miscellaneous provisions

1. Even if any provision of the Terms is determined to be invalid or unenforceable, in whole or in part, by law or otherwise, the remaining portions of such provision shall continue to be in full force and effect.
2. In the event of any doubt concerning the interpretation of this Agreement or any matter not stipulated herein, or in the event of any dispute concerning this Agreement, the user and the Company shall consult with each other in good faith to reach a solution.
3. This Agreement shall be governed by the laws of Japan, and any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Supplementary provisions

Enacted on October 1<sup>st</sup>, 2022

Revised on October 17, 2022

Revised on December 26, 2022

Revised on April 13<sup>rd</sup>, 2023

## **PROJECT XENO Marketplace, In-Game Points, Market Money Terms and Conditions**

### Article 1 (Application of Terms and Conditions)

1. These terms and conditions are set forth as an attachment to the "PROJECT XENO Terms of Service (For Users)," (hereinafter referred to as the "Original Terms of Service"), set forth by EPOCH FACTORY PTE. (hereinafter referred to as the "Company").
2. These Terms of Use are subordinate to the Original Terms of Service, and Users agree to accept these Terms of Service in addition to the Original Terms of Service when upon PROJECT XENO.
3. In the event of any conflict between this Agreement and the Original Terms and Conditions, the provisions of this Agreement shall take precedence.
4. For terms not defined in these Terms and Conditions, the definitions in the Original Terms of Service shall apply.

### Article 2 (Definition)

The definitions of terms used in this Agreement are as follows:

- (1) "Market Money" means the paid points issued by the Company and denominated in U.S. dollars, which can be used to purchase NFTs from the Company in exchange for NFTs in the Marketplace.
- (2) "G-Coin" means in-game points issued by the Company on the Service in accordance with Article 6, which can be used within the Service.

- (3) "U-Coin" means in-game points issued by the Company on the Service in accordance with Article 7, which can be used within the Service.

#### Article 3 (Secondary Listing of NFT in this Marketplace)

1. A user who owns the NFT may apply for the sale of the NFT on the Marketplace in accordance with the method prescribed by the Company (Such application shall hereinafter be referred to as "Secondary Listing," and the user who makes the Secondary Listing shall be referred to as the "Secondary Seller"). The NFTs that have been placed in the secondary auction will be locked in the system so that they cannot be used or transferred during the secondary auction.
2. When a purchase agreement pertaining to a secondary NFT has been concluded between a purchasing user and the Company pursuant to Paragraph 2 of the following Article, the Company shall notify the Secondary Seller of such fact, and upon such notification, a purchase agreement pertaining to such NFT shall be concluded between the Secondary Seller and the Company. In such case, payment of the price to such Secondary Seller by the Company under such sales contract shall be made in BUSD, and the amount of such payment shall be the balance of the price paid to the Company by the secondary buyer under Clause 2 of the following Article, less any administrative fees, etc. prescribed by the Company.
3. When a sales contract for the secondary NFT is concluded pursuant to the preceding paragraph, the Secondary Seller shall immediately deliver the NFT to us in accordance with the method prescribed by us. Upon completion of delivery of the NFT concerned, the Company shall make the payment set forth in the preceding paragraph to the Secondary Seller in accordance with the method prescribed by the Company.
4. Users may not list NFTs or other digital items, etc. on the Marketplace for which we do not permit secondary listings on the Marketplace.
5. Secondary sellers represent and warrant that they have all necessary authority to sell the NFT they are secondary selling and that their act of secondary selling does not infringe on the rights of any third party.
6. In the event that a secondary seller violates these Terms and Conditions or otherwise deems a secondary listing inappropriate, the Company may suspend, cancel, or

invalidate such secondary listing without prior notice to the secondary seller. The Company shall not be liable for any loss or damage incurred by a Secondary Seller or a Secondary Buyer (defined in paragraph 1 of the following article) as a result of the above, except in the case of willful misconduct or gross negligence on the part of the Company.

#### Article 4 (Purchase, etc. of NFTs listed on the secondary market by the User)

1. When a user who wishes to purchase an NFT listed in a secondary auction selects the NFT he/she wishes to purchase and notifies us that he/she has performed the operation prescribed by us to purchase such NFT from us, a sales contract for such NFT will be formed between us and such user (Hereinafter referred to as "Secondary Purchaser"). may purchase Market Money via credit card or BUSD from the User Page.
2. When a purchase agreement is concluded pursuant to the preceding paragraph, the secondary purchaser shall pay for the relevant NFT by using Market Money in accordance with the method prescribed by the Company. Upon receipt of such payment, the Company shall provide such NFT in accordance with a method separately determined by the Company. However, due to technical reasons on this service, it may take a certain amount of time to provide such NFT.

#### Article 5 (Market Money)

1. Users may purchase Market Money via credit card or USDT from the User Page.
2. When a user purchases Market Money in accordance with the preceding paragraph, we will issue Market Money to the user in the form of a credit to the user's account.
3. Market Money purchased by Users are valid for 180 days from the date of issuance (including the date of purchase). After the expiration date, the money will cease to be valid.
4. Users may use the Market Money they hold as \$1.00 per coin to make payments on the Service.
5. Users may not exchange Market Money for crypto assets. In addition, the Company will not refund Market Money.

## Article 6 (G-Coin)

1. Users can earn G-Coins in one of the following ways
  - (1) Purchase by credit card on the Service (G-Coin earned through this process is hereinafter referred to as "Credit Card Purchased G-Coin")
  - (2) Purchase of G-Coins on the user's account by sending GXE held in the user's self-managed wallet to the Company's designated wallet. (G-Coin earned through this process is hereinafter referred to as "GXE Purchased G-Coin")
  - (3) Purchase from the In-Game store (G-Coin purchased from the AppStore are hereinafter referred to as "Store-Paid G-Coin (AppStore)" and G-Coin purchased from the Google Play Store are hereinafter referred to as "Store-Paid G-Coin (Google Play Store)).
2. G-Coins purchased with a credit card and G-Coins purchased through GXE are valid for 180 days (including the date of purchase), and such G-Coin shall expire after the expiration date.
3. Store-Paid G-Coin does not expire.
4. G-Coin held by Users are managed internally in the game as follows, and the number of G-Coin held by each can be viewed on the User Page.
  - (1) Credit Card Purchased G-Coin
  - (2) GXE Purchased G-Coin
  - (3) Store-Paid G-Coin (AppStore)
  - (4) Store-Paid G-Coin (Google Play Store)
5. G-Coin may be used only for the purposes specified in the game, such as opening NFT-BOX.
6. When G-Coin is used, it is automatically consumed in the following order:
  - (1) Credit Card Purchased G-Coin
  - (2) GXE Purchased G-Coin
  - (3) Store-Paid G-Coin (AppStore)
  - (4) Store-Paid G-Coin (Google Play Store)
7. Users may not use Store-Paid G-Coin (Google Play Store) when using the Service from a device that uses iOS as its operating system.

8. Users may not use Store-Paid G-Coin (AppStore) when using the Service from a device that uses Android as its operating system.
9. Users may not use Store-Paid G-Coin (Google Play Store) and Store-Paid G-Coin (AppStore) when using the Service from a PC or from the User Page.
10. Users may not exchange G-Coin for GXE or other crypto assets. In addition, we will not refund G-Coins.
11. Users may not transfer G-Coin to third parties, including other users.

#### Article 7 (U-Coin)

1. Users can earn G-Coins in one of the following ways
  - (1) Purchase by credit card on the Service (U-Coin earned through this process is hereinafter referred to as "Credit Card Purchased U-Coin")
  - (2) Purchase of U-Coins on the user's account by sending UXE held in the user's self-managed wallet to the Company's designated wallet. (U-Coin earned through this process is hereinafter referred to as "UXE Purchased U-Coin")
  - (3) Purchase from the In-Game Store (U-Coin purchased from the AppStore are hereinafter referred to as "Store-Paid U-Coin (AppStore)" and U-Coin purchased from the Google Play Store are hereinafter referred to as "Store-Paid U-Coin (Google Play Store)")
  - (4) Users holding NFTs earn as rewards for game play using the NFTs they hold (U-Coin earned through this process is referred to below as "Game Earn U-Coin")
  - (5) Other U-Coin will be distributed free of charge by the Company at events, etc. (U-Coin acquired through such distribution will hereinafter be referred to as "Free U-Coin").
2. U-Coins purchased with a credit card and U-Coins purchased through UXE are valid for 180 days (including the date of purchase), and such U-Coin shall expire after the expiration date.
3. U-Coins other than Credit Card Purchased U-Coins and UXE Purchased U-Coins do not expire.

4. Among the U-Coin held by the Users, only the Game Earn U-Coin can be converted to UXE on the User Page. The converted UXE is immediately transferred to the wallet registered on the User Page, and we do not control the user's UXE.
5. The U-Coin held by users is internally managed within the game and the amount can be viewed on the User Page.
  - (1) Credit Card Purchased U-Coin
  - (2) UXE Purchased U-Coin
  - (3) Store-Paid U-Coin (AppStore)
  - (4) Store-Paid U-Coin (Google Play Store)
  - (5) Game Earn U-Coin
  - (6) Free U-Coin.
6. U-COIN may be used only for the purposes specified in the game, such as NFT character training and only towards our company.
7. When using U-COIN, it is automatically consumed in the following order:
  - (1) Free U-Coin
  - (2) Credit Card Purchased U-Coin
  - (3) UXE Purchased U-Coin
  - (4) Store-Paid U-Coin (AppStore)
  - (5) Store-Paid U-Coin (Google Play Store)
  - (6) Game Earn U-Coin
8. Users may not use Store-Paid U-Coin (Google Play Store) when using the Service from a device that uses iOS as its operating system.
9. Users may not use Store-Paid U-Coin (AppStore) when using the Service from a device that uses Android as its operating system.
10. Users may not use Store-Paid U-Coin (Google Play Store) and Store-Paid U-Coin (AppStore) when using the Service from a PC or from the User Page.
11. Users may not exchange U-Coins for crypto assets, except for the conversion of Game Earn U-Coins to UXE as provided in Section 4. In addition, the Company will not refund U-Coin.
12. Users may not transfer U-Coin to third parties, including other users.

Article 8 (Exceptions to U-COIN Acquisition)

When the Users who do not own the NFT play the game or Users who own the NFT plays the game without using the NFT they own, they cannot earn the Game Earn U-Coin.

Supplementary Provisions

Enacted on July 7<sup>th</sup>, 2023