

NFT TERMS OF SERVICE

Last Updated: December 6, 2022

These NFT Terms of Service (the “Terms”) apply to the sales by Tilting Point Media LLC (“Publisher”, “Tilting Point”, or “we”), through Publisher websites, Third Party Sites (for example, OpenSea, the Chess Universe iOS or GooglePlay mobile application), and blockchain-based applications (all of the foregoing, together with the functionality associated therewith, collectively, the “Platform”) of non-fungible tokens referred to as the Guardians (“Guardian NFTs”), which services we refer to as “Publisher Services”. Your purchase of, acquisition of, and/or ownership of, the Guardian NFTs through the Platform constitutes your full and unconditional agreement to these Terms.

By clicking “I Accept” when presented with these Terms, you acknowledge that you have read, understand, and agree to be legally bound by these Terms, and represent that you have the legal capacity to be legally bound by them. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OR IF YOU ARE NOT AUTHORIZED OR ELIGIBLE TO BE BOUND BY THEM, you should not, and are not authorized to, access or use the Platform.

NOTICE REGARDING DISPUTE RESOLUTION FOR U.S. USERS: PLEASE BE ADVISED THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. THESE TERMS CONTAIN AN AGREEMENT BY YOU TO ARBITRATE ANY CLAIMS, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US OR OUR AGENTS TO BINDING AND FINAL ARBITRATION WHEREBY (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US OR OUR AGENTS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

UPDATES TO THESE TERMS OF SERVICE

We may modify or change the Terms, in whole or in part, at any time. When we make changes to these Terms, we will post them here. You can determine when such documents were last revised by referring to the “Last Updated” legend at the top of the page. If the changes include material changes that affect your rights or obligations, you will be required to accept the revised terms by clicking “I Accept” to continue using the Platform and the Publisher Services. Material modifications will take effect when you accept the modified Terms (otherwise, the version of the Terms most recently accepted by you will apply). Any material changes that affect your rights or obligations will become effective upon acceptance. Immaterial modifications will take effect when published. Some functionality of the Publisher Services may be limited if you choose not to accept the modified Terms.

PURCHASE AND OWNERSHIP

Guardian NFT Features:

Guardian NFTs are a collectible non-fungible token, which may provide benefits to players of the Chess Universe mobile application developed by Kings of Games, družba za razvoj mobilnih iger, d.o.o a limited liability company with its registered address at Ulica gledališča BTC 2, 1000 Ljubljana, Slovenia (“King of Games”). The features, maintenance, and access to the Chess Universe game will be in the sole discretion of King of Games and subject to additional terms of service. As of the last update to these Terms, Guardian NFTs:

- may unlock additional gameplay features for Chess Universe players, including quests that lead to reward multipliers, boosted features, and Guardian “summoning” gameplay;

- may offer additional quests to their owners and, if these quests are completed, they boost (i.e., multiply) the amount of Relics that player receives. The magnitude of the boost is determined by the total rarity of the Guardian NTs, which is a combination of five parts: Crowns, Eyes, Heads, Bodies, and Legs. Each part has a rarity: Common, Rare, Epic, Legendary, and Mythic, with Mythic being the rarest type;
- may be unique or part of a limited series;
- may be subject to additional terms or qualifications as stated in the description of the Guardian NFTs; and
- are subject to applicable laws as in effect from time to time.

Ownership of Guardian NFTs:

“Own” means your rights with respect to a Guardian NFT you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the applicable blockchain. You agree, in relation to any Guardian NFT that you Own, that you Own that Guardian NFT in accordance with any description which accompanies that Guardian NFT. Publisher may, at its option, use third party platforms or wallet extensions (which may be owned or operated by third parties) to sell Guardian NFTs (“Third Party Sites”). You agree to adhere to any applicable terms of service or privacy policies applicable to the use of any Third Party Sites. Any information that you may provide to a Third Party Site during your use of the Platform is subject to the Third Party Site’s privacy policy, and your use of any Third Party Site included in the Platform is governed by the terms of service of the applicable Third Party Site.

UNLESS STATED OTHERWISE IN THE DESCRIPTION OF THE APPLICABLE GUARDIAN NFT, AN NFT THAT YOU OWN WILL BE TRANSFERABLE, BUT ANY TRANSFEREE WILL BE SUBJECT TO THESE TERMS. GUARDIAN NFTS ARE TIED TO UNIQUE EXPERIENCES WITHIN THE CHESS UNIVERSE GAME. YOU SHOULD NOT PURCHASE THE GUARDIAN NFTS WITH A VIEW TO INVESTMENT, RESALE OR SPECULATION. THERE CAN BE NO ASSURANCE AS TO THEIR PRESENT OR FUTURE VALUE, TRANSFERABILITY, OR MARKETABILITY.

Ownership of Creative Materials:

You acknowledge and agree that Publisher (or, as applicable, its licensors) own all rights, title and interest in and to any artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, recipes, formulas and other creative materials that may be associated with any Guardian NFT that you Own (collectively, “Creative Materials”), and all intellectual property rights therein. The rights that you have in and to the Creative Materials are limited to those expressly stated below, under “Intellectual Property Ownership, Licenses and Restrictions.” Notwithstanding any purchase of Guardian NFTs, all right, title, and interest in the Publisher Intellectual Property (as defined below), including the Creative Materials and other Issuer Intellectual Property incorporated in any Guardian NFTs (including the Guardian NFTs that you Own) and including all copyrights, trademarks, and other intellectual property rights therein, are held by Publisher or its licensors, and you agree not to infringe, violate or misappropriate those exclusive rights.

Purchase and Use of Guardian NFTs and Use of the Platform:

You understand and agree that the Platform and the Publisher Services may be used only for lawful purposes consistent with their intended uses and in accordance with these Terms, and are available only for your personal, noncommercial use where your use is not prohibited by applicable laws and regulations. Failure to comply with any of the provisions in these Terms may result (at Publisher’s sole discretion) in the termination of your use of the Platform and the Publisher Services.

We reserve the right to require that you register with us or one of our Platform partners in order to access the Guardian NFTs. If you are required to register an account with us or any such third party, you agree to provide accurate, current and complete information about yourself as part of that process.

When registering for the Platform or third party services that facilitate access to the Platform, you may be required to select a username and password, private key, or other form of secure authentication that will be used to access your account (collectively, "Access Credentials"). You are responsible for any use of your Access Credentials, whether by you or others. You agree to keep your Access Credentials confidential and not share them with anyone else. Publisher is not liable for any loss or damage arising from your failure to protect your Access Credentials or any other personal information, including but not limited to loss of access to any NFTs. You authorize Publisher to act on instructions received through use of your Access Credentials, and Publisher may, but is not obligated to, deny access or block any transaction made through use of your Access Credentials without prior notice.

Once you Own any Guardian NFT, you are responsible for any loss or damage to, or loss of access to, the Guardian NFT and neither Publisher nor any of its licensors shall have any liability in such circumstances, regardless of cause. You expressly understand and agree that your use of the Platform and any Guardian NFTs is at your sole risk and that the Platform and the Guardian NFTs are provided "as is" and "as available."

Terms of Sale:

All sales of Guardian NFTs are final. Once you have made a purchase of a Guardian NFT, you should promptly take the necessary steps to complete your transaction (e.g., activate or download any content, secure any seed phrase or corresponding private key, or take other steps required by third party services). We encourage the use of secure, offline storage measures for your NFTs. You may purchase Guardian NFTs using real or virtual/cryptocurrency, where multiple payment options are made available to you. You may resell or otherwise transfer a Guardian NFT that you Own where this is permitted by these Terms and applicable law. Any sale or transfer must provide for the transfer of all of your rights then outstanding with respect to such Guardian NFT. Anyone receiving such Guardian NFTs from you agrees to and is bound by these Terms.

Our first sale of Guardian NFTs pursuant to these Terms will be launched in December 2022. The First-Gen Guardians will be comprised of Common Guardians, Rare Guardians, Epic Guardians, Legendary Guardians, and Mythic Guardians, each with different boosting powers. The boost will depend on the rarity of the Guardians. Each Guardian comprises five parts: Crown, Eyes, Head, Body, and Legs. Each part has a booster (multiplier) associated with it. The sum of each booster is the final in-game reward booster the user will have. There will be a limited supply of 6,400 First-Gen Guardians, comprised of 2,560 Common Guardians, 1,728 Rare Guardians, 1,152 Epic Guardians, 640 Legendary Guardians, and 320 Mythic Guardians.

All of the First-Gen Guardians will have an ability to summon another Guardian. Summoning combines the Guardians' powers to create a new Guardian generation. It is very similar to breeding; however, Guardians are gender neutral, and the only thing the "offspring" inherits is the summoning probabilities.

Guardians need to merge their powers to summon a new Guardian. To avoid hyperinflating Guardians, the Guardians' energy supply is capped. After the energy supply is exhausted, summoning power is no longer available. Guardians do not disappear, nor do they get burned after Summoning a new Guardian. Even if the Guardians are not able to summon more Guardians, users will still be able to benefit from their booster powers.

ALL PURCHASES ARE FINAL. YOU HEREBY ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED OR LOST DIGITAL ASSETS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

Any fiat currency payments via credit cards or other means will be directed to our unaffiliated third-party payment processor. All bank, credit card, or other payment information is sent directly to and stored with the payment processor using its security protocols. We do not store your payment information on our systems and shall not have any responsibility for the safety or security of that information. We may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions including their privacy policies.

Pricing:

Each First-Gen Guardian NFT will be priced at [], as determined by us in our sole discretion and displayed on the Platform at the time of purchase.

Polygon requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Polygon network. The Gas Fee funds the network of computers that run the decentralized Polygon network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App.

In addition to the Gas Fee, each sale will incur a commission of []% of the total value of that transaction (each, a “Commission”). You acknowledge and agree that the Commission will be transferred directly to us through the Polygon network as part of your payment. We will not collect a Commission for interactions that do not involve our Platform.

As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, “Taxes”) associated with your use of the Site/App (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or summoning of any of your Guardian NFTs). Except for income taxes levied on Guardian NFTs, you: (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transaction that you engage in via the Platform, or any other payment or transactions that you conduct via the Polygon blockchain network.

INTELLECTUAL PROPERTY OWNERSHIP, LIMITED LICENSE, AND RESTRICTIONS

Ownership:

Subject to the licenses expressly granted below, we (or where applicable, our licensors) own all rights, title and interest in and to (i) the Creative Materials and all proprietary source code, object code and other technology associated with the NFTs, and (ii) any and all other content and materials available through the Guardian NFTs, any associated application, and all intellectual property rights therein (collectively,

“Publisher Intellectual Property”). Publisher Intellectual Property may be used only in connection with the guardian NFTs, for personal, non-commercial purposes, as expressly permitted in these Terms.

Unless explicitly stated, you should assume that all Publisher Intellectual Property is protected by copyright, trademark and other applicable intellectual property rights and may not be used except as permitted in these Terms. Publisher does not grant, by implication, estoppel, or otherwise, any license or right to use any Publisher Intellectual Property or Guardian NFTs in a manner inconsistent with these Terms without the prior written permission of Issuer and/or any third party that may own additional intellectual property.

Grant of limited License:

Publisher grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform and any Guardian NFTs that you Own (including all software, Creative Materials, content, virtual items and other material associated with the Guardian NFTs) for your own personal, noncommercial use only. You may not use the Platform for any unlawful purpose. We reserve all rights in and to the Platform and the Guardian NFTs not expressly granted to you under these Terms.

Without limiting the generality of the foregoing, subject to your continued compliance with these Terms, Publisher grants you a limited, non-exclusive, non-transferable, royalty-free license to display the Creative Materials for Guardian NFTs that you Own, solely, for the following purposes:

- for your own personal, non-commercial use; or
- as part of a marketplace that permits the purchase and sale of Guardian NFTs (provided that the marketplace cryptographically verifies each Guardian NFT owner’s right to display the Creative Materials to ensure that only the actual owner of the Guardian NFT can display the Creative Materials).

Restrictions:

You may not (and may not permit any third party to):

- modify the Creative Materials in any way, including without limitation, the shapes, designs, drawings, attributes, or color schemes;
- use the Creative Materials to advertise, market, or sell any product or service (with the exception of a resale of an NFT as permitted by these NFT Terms and applicable law);
- use the Creative Materials in any manner which would constitute or amount to an endorsement of or relationship with any particular third party, entity, product, product category, charity or service;
- grant any third-party the right to use through the Creative Materials;
- use the Creative Materials in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- use the Creative Materials in movies, videos, or other forms of media, except solely for your own personal, non-commercial use;
- sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Creative Materials;
- attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Creative Materials except for the limited license granted pursuant to these NFT Terms; or
- otherwise use the Creative Materials for your or any third party’s commercial benefit.

To the extent that the Creative Materials contain any intellectual property licensed from a third party, you will not have the right to use such third party intellectual property in any way except as incorporated in the Creative Materials (and subject to all of the restrictions set forth herein with respect to your use of the Creative Materials). The license granted in these Terms apply only to the extent you continue to Own the applicable Guardian NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of a Guardian NFT for any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the Guardian NFT or the related Creative Materials. In addition, you agree that you shall not remove any proprietary notices or labels on or in the Issuer Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the NFTs or any other Issuer Intellectual Property.

ASSUMPTION OF RISK

You acknowledge that Guardian NFTs carry the following risks among others. We expressly disclaim any responsibility for these risks.

Inherent Risks Related to Digital Assets:

There are risks associated with using Internet-based digital assets such as NFTs and cryptocurrency, 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 electronic wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Polygon blockchain network, however caused.

Regulatory Uncertainty:

The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Platform ecosystem, and therefore the potential utility or value of your Guardian NFTs. You accept and acknowledge that we will not be responsible for the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Guardian NFTs.

Use of Blockchain:

The Platform does not store, send, or receive Guardian NFTs. This is because Guardian NFTs exist only by virtue of the ownership record maintained on the Platform's supporting blockchain in the Polygon blockchain network. Any transfer of Guardian NFTs occurs within the supporting blockchain in the Network, and not on the Platform. We do not make any promises or guarantees about the availability of Guardian NFTs or that it will host your or any other NFTs at any specific location and/or for any specific period of time. Upgrades to the Polygon blockchain, a hard fork or other change to the Polygon blockchain, a failure or cessation of the Polygon blockchain or its underlying cryptocurrency, or a change in how transactions are confirmed on the Polygon blockchain may have unintended, adverse effects on all blockchains using those or similar technologies, including the NFTs. We do not make any promises or guarantees related to the Polygon blockchain, or any other third parties related to the Guardian NFTs or the Platform (including any of their respective applications and/or services, as well as to the continued availability of or the protection or storage of any data you provide to those parties). You accept and acknowledge that we will not be responsible for any loss of access to your Guardian NFTs due to loss of

your private key(s), custodial error or purchaser error, mining attacks, hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties.

Value/Volatility/Not An Investment:

The prices of NFTs can be extremely volatile and subjective, and Guardian NFTs have no inherent or intrinsic value. To the extent there is a price or market for a blockchain asset such as a Guardian NFT, (a) those prices and markets are extremely volatile, (b) variations in the price of other digital assets could materially and adversely affect the value of any digital assets you own, including Guardian NFTs, and (c) there is no guarantee that Guardian NFTs will have or retain any value. Guardian NFTs are not securities or financial instruments and are not offered for investment purposes. The commercial or market value of Guardian NFTs may materially diminish in value as a result of a variety of things, including negative publicity associated with Publisher. You accept and acknowledge that we will not be responsible for the risks of engaging in any transactions relating to your Guardian NFTs with third parties (e.g., transferring your Guardian NFT from a third party on any so-called “secondary market”).

General:

You also acknowledge and agree that: (a) you have obtained sufficient information to make an informed decision regarding the Guardian NFTs; (b) you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself; (c) Publisher does not represent or warrant that any Guardian NFTs, or its supporting systems or technology, are reliable, current or error-free or otherwise meets your requirements, that defects in the Guardian NFTs, or their supporting systems or technology, will be corrected, or that the delivery mechanism for NFTs will be free of viruses or other harmful components; and (d) Issuer shall not be responsible for any communication failures, disruptions, errors or delays you may experience related to the Guardian NFTs.

DISCLAIMER OF WARRANTIES

THERE IS NO WARRANTY FOR THE PLATFORM OR ANY GUARDIAN NFTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING, PUBLISHER AND/OR OTHER PARTIES PROVIDE THE PLATFORM AND NFTS “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

LIMITATION OF LIABILITY

EXCEPT AS REQUIRED BY NONWAIVABLE PROVISIONS OF APPLICABLE LAW OR AGREED TO IN WRITING, PUBLISHER (OR ANY LICENSOR) SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM OR ANY GUARDIAN NFTS OR ELEMENTS THEREOF (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES), EVEN IF YOU OR OTHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

USERS UNDER 18 YEARS OF AGE

The Platform is NOT intended for users under 13 years of age (whether or not our content has been rated as appropriate for such ages). Therefore, you are NOT authorized to use the Platform if you are under 13 years of age. If you are between the relevant minimum age and 18, or the age of majority where you live, by clicking “I Accept” you represent that your legal guardian has reviewed and agreed to these Terms.

You are responsible for your own interactions and communications, including the transmission, posting, and uploading of information, and are responsible for the consequences of such interactions with and communications to the Publisher and other users.

INTERNATIONAL USE

We control and operate the Guardian NFT sale from the United States, and process information within the United States. We may, at any time, limit the availability of the Guardian NFTs, in whole or in part, to any person, geographic area or jurisdiction, in our sole discretion. We do not represent that any materials available through the Platform are appropriate or available for use in other locations. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Platform.

By visiting, accessing, downloading, installing or otherwise using the Platform, you acknowledge that you are not a national of, or resident within, any of the countries that are subject to trade embargo under these laws and regulations, or listed on any of the United States Government's lists of prohibited and restricted parties.

PRIVACY POLICY

Notwithstanding anything else to the contrary contained in these Terms, our use of any personally identifiable information you provide via Publisher Services will be governed by our Privacy Policy. For further information regarding our processing and use of your personal information, please refer to our Privacy Policy, which can be reviewed at <http://www.tiltingpoint.com/privacy-policy/>. Our Privacy Policy is incorporated by reference into these Terms.

TERMINATION

We may, in our sole discretion at any time, for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of the Platform and any Guardian NFTs. Termination may include, but not be limited to (a) removal of your access to, or listing of your Guardian NFTs on, the Platform, (b) the deletion of all account information related to the Guardian NFTs from the Platform, and (c) barring any further use of or access to the Platform by you.

GOVERNING LAW

You agree that the Publisher Services and these Terms shall be deemed solely based in the State of New York and the Publisher Services shall be deemed passive that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than the State of New York. These Terms will be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of law provisions. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

AGREEMENT TO ARBITRATE

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TILTING POINT. For any Dispute with Tilting Point, you agree to first contact us via the "Contact" page at www.tiltingpoint.com and attempt to resolve the Dispute with us informally. In the unlikely event that the Dispute has not been resolved after sixty (60) days, you and Tilting Point agree to resolve any Dispute, claim, or controversy (excluding any claims for

injunctive or other equitable relief as provided below) by confidential and binding arbitration to be administered by the American Arbitration Association in New York, New York (unless the parties both expressly agree on another location) in accordance with the American Arbitration Association's Commercial Arbitration Rules. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the parties to this agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration. Each party will be responsible for paying any filing, administrative and arbitrator fees pursuant to and in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this paragraph shall be deemed as preventing Tilting Point from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, proprietary or intellectual property rights. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this section will still apply. If the value of the relief sought is \$10,000 or less, you or Tilting Point may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Tilting Point subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. In cases where an in-person hearing is held, you and/or Tilting Point may attend by telephone, unless the arbitrator requires otherwise. You may elect to pursue your claim in small-claims court rather than arbitration if the amount in controversy is less than \$2,000 and you provide us with written notice of your intention do so within sixty (60) days of the event giving rise to the claim. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PUBLISHER SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY AGREEING TO THESE TERMS, YOU AND PUBLISHER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM. ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT, SUBJECT TO YOUR AND TILTING POINT'S RIGHT TO APPEAL THE COURT'S DECISION. ALL OTHER CLAIMS WILL BE ARBITRATED.

Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of a decision by the arbitrator or a court order, or for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our proprietary or intellectual property rights as set forth in the provisions above, including any provisional relief required to prevent irreparable harm, you agree that any claim or dispute that has arisen or may arise between you and Publisher must be resolved exclusively by a state or federal court located in New York, New York. You and Publisher irrevocable agree to submit to the exclusive personal jurisdiction of the courts located within New York, New York for the purpose of litigating all such claims or disputes. You further agree that New York, New York is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision is found to be unenforceable.

NOTICE TO CALIFORNIA RESIDENTS

Pursuant to Cal. Civil Code § 1789.3, please note that (a) Tilting Point is located at 521 Fifth Avenue, New York, NY 10175, (b) fees and charges for Publisher Services vary depending on the services selected by you, and (c) if you wish to contact us in connection with a complaint regarding the Publisher Services or desire further information on use of Publisher Services, you may correspond by mail or refer to our “Contact Us” page accessible from www.tiltingpoint.com or our official support web page for the Chess Universe game. For complaints, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs.

ELECTRONIC COMMUNICATIONS

You hereby agree that we may communicate with you electronically and to the use of electronic signatures and records and to the electronic delivery of notices and records of transactions initiated or completed through the Tilting Point Services. You further acknowledge and agree that by clicking on a button labeled “SUBMIT,” “CONTINUE,” “REGISTER,” “I AGREE,” “I ACCEPT” or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract.

ENTIRE AGREEMENT

These Terms, together with the Terms of Service of King of Games, constitute the entire agreement between you and us and govern your purchase and use of Guardian NFTs, and they supersede any prior agreements between you and us. You also may be subject to additional terms and conditions that are expressly applicable to certain parts of Publisher Services, which are incorporated by reference herein, and in the event of any conflict between these Terms and such additional terms and conditions, we will resolve the conflict in our sole discretion.

RELATIONSHIP OF PARTIES

You agree that no joint venture, partnership, employment, or agency relationship exists between us and you as a result of this Agreement or your use of Tilting Point Services.

WAIVER; SEVERABILITY

Any failure by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. The invalidity of any term, condition or provision in these Terms will not affect the enforceability of those portions of the Terms deemed enforceable by applicable courts of law.

NO ASSIGNMENT

You may not assign the Terms or any of your rights or obligations under the Terms without our express written consent. The Terms inure to the benefit of our successors, assigns and licensees. The section titles in these Terms are for convenience only and have no legal or contractual effect.

CONTROLLING LANGUAGE

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