



FORTE LABS, INC.

Forte Exchange Terms of Service

For Forte Exchange Users

These Terms of Service apply to the use of the Forte Exchange and related services (the “**Service**”). These Terms of Service are a legally binding contract between you and Forte Labs, Inc. (“**Forte**”).

BY ACCESSING, REGISTERING FOR OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING FORTE’S [PRIVACY POLICY](#) (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND FORTE’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY FORTE AND BY YOU TO BE BOUND BY THESE TERMS.

PLEASE READ THE FOLLOWING USER TERMS CAREFULLY:

ARBITRATION NOTICE Except for certain kinds of disputes described in Section 20, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND FORTE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

BY ACCESSING, REGISTERING FOR OR USING THE SERVICE, **YOU REPRESENT AND WARRANT THAT:**

- o you are at least 13 years old;
- o you have carefully read, understood and agree to these Terms;
- o if you wish to use the Coin Withdrawal you are (i) a US person and (ii) you meet any minimum age requirements imposed by PTI in the PTI Terms of Service;
- o you have never previously been suspended or removed from the Service;
- o you acknowledge and agree that the Services and any Coins available as part of the Service are being provided purely for consumptive, entertainment purposes and not for speculative purposes;



- o you will not use, wager, sell, or exchange any Coins to engage in activity that is unlawful, illegal, unauthorized, or constitutes gambling;
- o you further confirm that you are not purchasing and will not sell or participate in any sale of any Coin for speculative purposes; and
- o your registration and use of the Service complies with these Terms and all applicable laws, rules and regulations.

1. Definitions. The following capitalized terms will have the meanings set forth below:

- 1.1. “**Coins**” means digital tokens, coins, Game Coins or other virtual currency.
- 1.2. “**Coin Withdrawal**” means instruction from you to convert from a Game Coin into a Currency and then either store the Currency in your Wallet or move the Currency off of the Forte Exchange.
- 1.1. “**Currency**” means any fiat or virtual currency which Forte or its Service Providers allow into which Game Coins may be converted by PTI as a result of Coin Withdrawal.
- 1.2. “**Forte Exchange**” means the blockchain platform on (i) which Wallets will be created and managed and (ii) which will facilitate the purchase of Game Coins for use in-Game and for Coin Withdrawal.
- 1.3. “**Game(s)**” means any game or content offered on the Forte Exchange to which the Game Coins relate.
- 1.4. “**Game Coin(s)**” means a digital token, coin, or other virtual currency operating on the blockchain which is developed for use within one or more Games.
- 1.5. “**Game Developer**” means the entity(ies) which have effective control over the relevant Game. All Games are managed by their respective Game Developer who have final control over game design, implementation and set-up as well as full responsibility for the playing experience.
- 1.6. “**PTI**” means Provenance Technologies, Inc.
- 1.7. “**PTI Terms of Service**” means PTI’s Forte Exchange Terms of Service for PTI Account Holders on the Forte Exchange
- 1.8. “**Service Providers**” means any third party that performs functions and services on behalf of Forte in connection with providing the Service.



- 1.9. **“Wallet”** means the digital wallet assigned to you by PTI.
2. Description of Service. The Forte Exchange provides eligible users to create and access a Wallet, which allows users to purchase Game Coins, hold Coins or participate in Coin Withdrawal (collectively **“Coin Services”**).
3. Transactions Facilitated by the Forte Exchange. While the Forte Exchange facilitates your use of Coin Services, all Coin Services are provided by PTI and its Service Providers (defined below) and any purchase of Game Coins is a bilateral matter between you and PTI. YOUR USE OF ANY GAME COIN IS SUBJECT TO THESE TERMS AND ANY OTHER TERMS YOU AGREE TO AS PART OF THE GAME COIN PURCHASE, IN CONNECTION WITH THE FORTE EXCHANGE, OR IN CONNECTION WITH YOUR RELATIONSHIP WITH FORTE, THE GAME DEVELOPER, AND PTI AND ANY OF ITS THIRD-PARTY PAYMENT PROCESSORS, OR ANY OF THEIR AFFILIATES, PARTNERS, CONTRACTORS, OR REPRESENTATIVES (COLLECTIVELY THE **“SERVICE PROVIDERS”**). YOUR TRANSFER OF ANY GAME COIN OUTSIDE THE GAME IS SUBJECT TO, LIMITED BY, AND CONTROLLED BY THE FUNCTIONALITY OF THE GAME AND FORTE’S AND APPLICABLE SERVICE PROVIDER TERMS OF SERVICE AND POLICIES INCLUDING BUT NOT LIMITED TO PRIVACY POLICIES. YOU ACKNOWLEDGE THAT FORTE HAS NO CONTROL, LIABILITY OR INVOLVEMENT IN THE PURCHASE OF GAME COINS VIA THE PAYMENT ON-RAMP OR PURCHASE SERVICES. EACH SERVICE PROVIDER IS SOLELY RESPONSIBLE FOR PERFORMING ALL COIN SERVICES AND FULFILLING ANY PROMISES THAT SUCH SERVICE PROVIDER MAKES. FORTE MAKES NO ASSURANCES THAT THE SERVICE PROVIDER WILL BE ABLE TO PROVIDE COIN SERVICES IN A TIMELY FASHION OR AT ALL. FORTE MAKES NO REPRESENTATIONS AND WARRANTIES ABOUT ANY COIN SERVICES. THERE ARE DIFFERENT TYPES OF GAME COINS AVAILABLE FOR PURCHASE, AND WE RESERVE THE RIGHT TO MODIFY THE TYPES, PRICES AND NUMBERS OF GAME COINS AVAILABLE AT OUR DISCRETION.
4. Amendments to Terms and Service. The Service may evolve and change over time. For this reason, we may from time to time and without notice modify, amend or vary these Terms (collectively, **“Modifications”**). Please check these Terms regularly to ensure you are aware of any Modifications made by us. Revisions will be effective immediately after posting or notice to you of the revisions unless otherwise stated. If you continue to access and use the Service after the effective date of the Modifications, you are deemed to have accepted such Modifications. If you do not agree to such Modifications, you should discontinue access and use of the Service. You further understand and agree that we may change, suspend or discontinue the Service or change or remove functionality of the Service, at any time and without prior notice, at our sole discretion. Updates to the Terms will be posted to the [website](#). Forte may require that you subsequently take an affirmative action acknowledging agreement to the revised Terms before continuing to access the Service. You may read a current, effective copy of these Terms at any



time [here](#). The revised Terms will become effective at the time of posting on the [website](#), and your use of the Service after such time will constitute your acceptance of the revised Terms. If you do not agree to such Modifications, your sole remedy is to cease use of the Service.

5. Additional Terms. Each of the Game Coins may have additional terms that specify how the particular Game Coin will operate (“**Additional Terms**”). Such Additional Terms are incorporated into and made a part of these Terms. In the event of any conflict between these Terms and the Additional Terms, the Additional Terms will control.

6. Eligibility
 - 6.1. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY FORTE. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. We do not knowingly collect information from or direct any of our content specifically to children under the age of 13. If we learn or have reason to suspect that you are a user who is under the age of 13, we reserve the right to immediately close your Forte Exchange account, including your Wallet, and refund/cancel any transactions. By using the Service, you affirm that either you are at least 18 years of age or have been authorized to use the Service by your parent or legal guardian who is at least 18 years of age and entered into these Terms on your behalf. If you are under the age of 18, then your parent or legal guardian must create an account on your behalf and may be required to enter their credit card or debit card information before you can use the Forte Exchange. Other countries may have different minimum age limits, and if you are below the minimum age for providing consent for data collection and/or enter into a binding agreement in your country, you may not use the Service.

 - 6.2. Furthermore, to be eligible to use the Service, you must (a) have an account in the particular Game registered with and in good standing with the Game Developer to use the Games; (b) not be a resident of or use the Service in a country or jurisdiction where the Service is illegal or prohibited or where the U.S. government has an embargo in effect (including, but not limited to, Cuba, Iran, North Korea, and Syria); and (c) not be named on the U.S. Treasury Department’s list of Specially Designated Nationals or prohibited from accessing or using the Service by any other applicable trade sanctioning regulations.

 - 6.3. Children. You affirm that you are over the age of 13. The Service is not intended for children under 13. **If you are under the age of 13, you may not use the Service.** We do not knowingly collect information from or direct any of our content specifically to children under the age of 13. If we, the Game Developer, PTI or our partners learn or have reason to suspect that you are a user who is under the age of 13, we reserve the right to immediately close your Forte Exchange account, and refund/cancel any transactions. Other countries may have different minimum age limits, and if you are below the minimum age for



providing consent for data collection and/or enter into a binding agreement in your country, you may not use the Service.

7. Registration and Use of the Forte Exchange.

7.1. Forte Exchange.

7.1.1. Before you can register to use the Forte Exchange you must have an existing and valid account with the Game Developer. Any issues with this account must be resolved directly with the Game Developer. Forte has no control or input into this account whatsoever. You acknowledge that Forte has no control, liability or involvement in the creation or operation of this account.

7.1.2. You will then need to register and create a Forte Exchange account to use the Wallet and Coin Services. You agree to provide accurate and complete information in connection with your Forte Exchange account and to maintain and update that information. You are responsible for all activities on your Forte Exchange account, whether authorized or not.

7.1.3. Game Developers and the Service rely upon the Forte Exchange to enable all blockchain and Game Coin functionality. You agree that, if the Game Developer's relationship with or access to the Forte Exchange terminates for any reason, Forte does not have any responsibility for any losses or liabilities that may occur, directly or indirectly, as a result of such termination (including impacts on the legality, rights, valuation or liquidity of your Coins).

7.2. Wallet. You will need to register and obtain a Wallet from Forte to use Coin Services through the Forte Exchange. The Wallet is purely a storage mechanism. There is no interest or return on Game Coins stored in the Wallet. PTI will handle all your Game Coin purchase and Coin Withdrawal transactions and so you must agree to abide by the PTI Terms of Service in connection with your use of the Service. Forte is not responsible for any acts or omissions of PTI in connection with your assets. You may be subject to verification and authentication by PTI through "**Know Your Customer**" and "**Anti-Money Laundering**" processes before you can use some or any Coin Services. In particular, you may be subject to such checks before any Coin Withdrawal. This may mean that while you can validly purchase Game Coins you may not be able to participate in any Coin Withdrawal for them. Please note that PTI may impose its own minimum age, geographic or national location or other requirements which may restrict or otherwise limit your access to some or all of the Coin Services which may adversely affect your ability to use Coin Services.

7.3. Security. You are solely responsible for creating a strong password and maintaining adequate security and control of any and all private keys, IDs, passwords, hints, personal



identification numbers (PINs), API keys or any other codes that you use to access the Service, your digital wallets or any Game Coins. Any loss or compromise of the foregoing information or your personal information may result in unauthorized access to your account by third parties and the loss or theft of any Game Coins stored in your Wallet, including your linked bank account(s) and credit card(s). Forte assumes and has no responsibility for any losses that you may sustain or actions that may occur due to the compromise of your private keys or login credentials.

8. Payments.

- 8.1. Payments Generally. When you enter into a transaction related to any of the Coin Services, you enter into a transaction with PTI or its Service Providers and not Forte. The purchase price for the Game Coins and any applicable fees, taxes and other charges associated with the purchase of the Game Coins will be set forth on the checkout page in your Wallet (“**Total Purchase Amount**”). You are responsible for paying all fees and sales tax, including use and other taxes (collectively “**Fees**”) associated with the purchase of Game Coins. You agree to provide a valid credit card or other payment method approved by PTI to pay the Total Purchase Amount. You authorize PTI and its payment processor to charge the Total Purchase Amount (including Fees) against that credit card or payment method.
- 8.2. Coin Withdrawal. When Coins are liquidated into Currency, the value of those Coins will be determined by a pre-set mechanism controlled by Forte and shall not exceed the value of Currency used to purchase such Coins through the Forte Exchange, if applicable. The actual conversion will be executed by PTI and subject to PTI’s Terms of Use. The Coin Withdrawal amount and any applicable fees, taxes and other charges associated with the Coin Withdrawal will be set forth on the checkout page in your Wallet. You are responsible for paying all fees and sales tax, including use and other taxes associated with the Coin Withdrawal. You agree and acknowledge that PTI may deduct any Fees from the total Coin Withdrawal amount paid to you.
- 8.3. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to the Coins and any transactions you conduct through the Service and it is also your sole responsibility to determine whether to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

9. Coin Ownership & Sale.

Your transfer of Game Coins either via in-Game transactions (such as purchases of in-Game items) or outside the Service via Coin Withdrawal is subject to, limited by, and controlled by the functionality of the Service and applicable Service Provider terms of service and policies including but not limited to privacy policies and the Game Developer’s terms of use and/or end user license agreement. Once you have used or



exchanged any Game Coins via Coin Withdrawal, your ownership interest in them is completely extinguished.

10. License and Use Restrictions.

- 10.1. Except and solely to the extent such a restriction is impermissible under applicable law, you may not:
 - 10.1.1. Profit from, otherwise commercialize or license the Game Coins including in connection with the marketing, advertising or selling of any third-party product;
 - 10.1.2. Purchase, sell or otherwise participate in any sale of any Game Coin for speculative purposes;
 - 10.1.3. Use the Coins in any manner that infringes upon the intellectual property rights of any third party;
 - 10.1.4. Use or exploit the Coins in a manner that is considered gambling in the jurisdiction in which you use or exploit the Coins;
 - 10.1.5. Use the Coins in connection with or to promote any illegal activity, hate speech, violence, inappropriate or obscene content or in any other manner that could tarnish or harm the reputation of the Game Developer, any Service Provider or Forte;
 - 10.1.6. Delete, alter or make unauthorized copies of any content made available on or through any part of the Service (including any User Content (as defined in Section 12.1 below) that third parties have shared with you); or
 - 10.1.7. Attempt to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up any part of the Service, except to the extent any such restrictions are expressly prohibited by applicable law;
 - 10.1.8. Publish and/or make any use of the Service on any website, media, network or system other than those provided by us, and/or frame, “deep link”, “page scrape”, mirror and/or create a browser or border environment around any of the Service (or any part thereof);
 - 10.1.9. Use any “robot”, “spider” or other automatic device, program, script, algorithm, methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Services (or any of its data), or in any way reproduce or circumvent the navigational structure or presentation of any of the Service to obtain or attempt to obtain any materials, documents, services or



information through any means not purposely made available through the Service;

- 10.1.10. Remove, circumvent, disable, damage or otherwise interfere with security-related features of any part of the Service, features that prevent or restrict use or copying of any content accessible on any part of the Service, or features that enforce limitations on use of any part of the Service or any content thereon;
- 10.1.11. Delete any copyright or other proprietary rights' notices on any part of the Service;
- 10.1.12. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access accounts of others without permission, forge another person's digital signature, misrepresent the source, identity or content of information transmitted via the Service or perform any other fraudulent activity;
- 10.1.13. Use the Service to harass, threaten or defame of any other person or provide User Content that is obscene or sexually explicit, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, promotes violence or is harmful to Forte's, the Game Developer's or any Service Provider's reputations;
- 10.1.14. Restrict, discourage or inhibit any person from using the Service or disclose personal information about a third person on the Service or obtained from the Service without the consent of that person;
- 10.1.15. Use the Service, without Forte's express written consent, for any commercial purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- 10.1.16. Gain unauthorized access to the Service, to any other user's account, names or personally identifiable information, or to other computers or websites connected or linked to the Service;
- 10.1.17. Send any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment or any other aspect of the Service or communications equipment and computers connected to the Service;



- 10.1.18. Take any action that may impose an unreasonable or disproportionately large load on the infrastructure of the Service or our systems or networks connected to the Service;
- 10.1.19. Access, tamper or interfere with or disrupt the Service, networks or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers;
- 10.1.20. Violate any applicable federal, state or local laws or regulations or these Terms;
or
- 10.1.21. Encourage or permit any third party to do any of the foregoing.
- 10.2. Game Coin Usage Outside the Service. Currently, you may not transfer, assign, sell, gift, exchange, trade, convert, lease, sublicense, rent or distribute Game Coins except through the Service and as expressly permitted by us. To take Game Coins off the service you must go through Coin Withdrawal. Any disposition or attempted disposition of Game Coins in violation of these Terms will be void and will result in immediate termination of your account and your license to use Game Coins provided under these Terms. Except for the Service Providers, we do not recognize or condone any third-party services that may be used to sell, exchange, transfer or otherwise dispose of Game Coins. We do not assume any responsibility for, and will not support, such transactions. For the avoidance of doubt, Forte intends for Game Coins to be used only for consumptive, entertainment purposes in Games and not for profit or speculative purposes and believes that the Game Coins should not be considered securities under U.S. federal and state securities laws.
- 10.3. Final Payment. All purchases and payments for Game Coins are final and not refundable or exchangeable, except as required by applicable law. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Service, any disruption to the operations of any components of the Service or any other reason whatsoever.
- 10.4. Valuation of Coins and Assumption of Risk. THE PRICES AND VALUE OF GAME COINS MAY BE VOLATILE AND SUBJECTIVE. COINS AND SIMILAR ASSETS HAVE NO INHERENT OR INTRINSIC VALUE. GAME DEVELOPER, ALL SERVICE PROVIDERS AND FORTE DO NOT AND CANNOT GUARANTEE THAT ANY GAME COINS PURCHASED OR ACQUIRED BY YOU WILL RETAIN THEIR ORIGINAL VALUE OR HAVE ANY PARTICULAR VALUE IN A GAME OR ON COIN WITHDRAWAL. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE COINS. YOU ALSO ACKNOWLEDGE AND AGREE THAT WE, THE GAME DEVELOPER OR SERVICE PROVIDER MAY ENGAGE IN ACTIONS THAT MAY IMPACT THE PERCEIVED VALUE OR ACQUIRED PRICE OF COINS AT ANY TIME, EXCEPT AS PROHIBITED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO MODIFYING,



SUSPENDING OR DISCONTINUING THE OPERATION OF ANY PARTICULAR GAME OR SERVICE THAT USES THE GAME COINS.

11. Termination. We may terminate or suspend these Terms, at any time, with or without notice, and deny you access to the Service, for any reason, including, without limitation, if, at our sole discretion, you fail to comply with any provision of these Terms or your use is harmful to the interests of another user of the Service. Upon any termination of the Terms by us, you must immediately cease using the Service. Sections 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and any claim for antecedent breach of these Terms, shall survive any termination.
12. User Content.
 - 12.1. License. The Service may contain features that allow you to post or provide information, dates, photos, videos and other content and materials (“**User Content**”). You retain the right to your User Content. However, you grant to Forte the worldwide, perpetual, irrevocable, fully transferable, fully paid-up and royalty-free right and license to use the User Content for any purposes, including, without limitation, to reproduce, distribute, publish, modify, publicly display, publicly perform, make derivative works and for any and all commercial purposes, and in any and all media and formats, whether now known or hereafter created. Please note that User Content may be made publicly available to other users or to the public at large and so you should not disclose any User Content that you do not wish to be made public.
 - 12.2. Prohibited Uses. Except and solely to the extent such a prohibition is impermissible under applicable law, you represent and warrant that you shall not create or distribute User Content that:
 - 12.2.1. in any manner that infringes upon the intellectual property rights of any third party;
 - 12.2.2. promotes any illegal activity, hate speech, violence, inappropriate or obscene content or in any other manner that could tarnish or harm the reputation of the Game Developer, any Service Provider or Forte;
 - 12.2.3. deletes any copyright or other proprietary rights’ notices;
 - 12.2.4. impersonates any person or entity, falsely claim an affiliation with any person or entity, or access accounts of others without permission, forge another person’s digital signature, misrepresent the source, identity or content of information transmitted via the Service or perform any other fraudulent activity;
 - 12.2.5. is obscene or sexually explicit, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, promotes violence or is



harmful to Forte's, the Game Developer's or any Service Provider's reputations;
or

12.2.6. discloses personal information about a third person without the consent of that person;

12.2.7. We reserve the right but do not have the obligation, at our sole discretion, to edit, delete, remove or block any User Content that violates these Terms, including, without limitation, this Section 12. In addition, we reserve the right, at our sole discretion, to terminate any user's access to the Service if they violate this Section 12 or any other provision of these Terms.

13. Proprietary Rights and Feedback. The Service and any Forte trademarks, information, video, audio, text or other content provided through the Service ("**Service Content**") are owned by Forte. Other trademarks, service marks, graphics and logos used in connection with the Service are the trademarks of their respective owners (collectively "**Third Party Trademarks**"). The Service Content and Third Party Trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of Forte or the applicable trademark holder. The Service Content is protected by copyright, trademark, patent and other intellectual property and proprietary rights, which are reserved to Forte. In addition, Forte may ask for or you may offer feedback, comments, suggestions, evaluations or ideas for new features or functions for the Service (the "**Feedback**"). You acknowledge that any Feedback you provide is entirely voluntary and agree that Forte will own all right, title and interest in the Feedback, and the exclusive, worldwide, perpetual, fully transferable and sublicenseable, royalty-free and fully paid-up right to use the Feedback for any purposes including as a part of the Service, without any obligation to seek your approval or pay you any compensation. You have no expectation or right of confidentiality in any Feedback.

14. Third Party Links. The Service may contain links to other websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services (collectively "**External Applications**") for your convenience. We are not and cannot be responsible for the External Applications' content, operation or use. Your use of External Applications is subject to the privacy practices and terms of use established for the External Applications, and we disclaim all liability for such use. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Applications, which you use at your own risk.

15. Indemnification. You agree to defend, indemnify and hold harmless Game Developer, Forte, the Service Providers and each of their parent companies, subsidiaries and affiliates and each of their officers, directors, employees and agents (collectively, "**Indemnitees**") against any lawsuit, liability, injuries, damages or expense (including attorney's fees) arising from your use of the Services, the Coins (including all Game Coins) or any User Content provided or uploaded by you, or your breach of these Terms. The Indemnitees reserve the right to control the defense and



settlement of any third-party claim for which you indemnify Indemnitees under these Terms and you will assist Indemnitees (including provide any necessary information) at your sole cost in defending and settling such third-party claims.

16. COINS DISCLAIMERS. COINS ARE INTANGIBLE VIRTUAL ASSETS THAT EXIST BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN (INCLUDING, BUT NOT LIMITED TO, PRIVATE SIDECHAINS, L-1 AND GAMECHAINS). FORTE, PTI AND THE OTHER SERVICE PROVIDERS MAKE NO PROMISES OR GUARANTEES WITH RESPECT TO ANY BLOCKCHAIN (INCLUDING BUT NOT LIMITED TO PRIVATE SIDECHAINS, L-1 AND GAMECHAINS) OR SMART CONTRACTS. YOU AGREE THAT GAME DEVELOPER, FORTE, PTI AND THE OTHER SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY ISSUES OR LOSSES RELATED TO ANY BLOCKCHAIN (INCLUDING BUT NOT LIMITED TO PRIVATE SIDECHAINS, L-1 AND GAMECHAINS), ANY DIGITAL WALLETS, OR SMART CONTRACTS. THE STRUCTURE, FUNCTIONALITY, DEVELOPMENT AND MAINTENANCE OF THE BLOCKCHAIN USED TO SUPPORT THE SERVICE IS AT THE SOLE DISCRETION OF FORTE AND BY AGREEING TO THESE TERMS YOU ACKNOWLEDGE THAT FORTE HAS NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE SAME.

17. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

17.1. DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY THE LAW, NEITHER FORTE, NOR GAME DEVELOPER NOR THE SERVICE PROVIDERS MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, COMPLETENESS, APPROPRIATENESS, TIMELINESS OR RELIABILITY THEREOF. NEITHER FORTE NOR GAME DEVELOPER NOR ANY SERVICE PROVIDER WILL BE SUBJECT TO LIABILITY FOR (A) THE TRUTHFULNESS, ACCURACY OR COMPLETENESS OF ANY CONTENT ON THE SERVICE, (B) ERRORS, MISTAKES OR OMISSIONS THEREIN, OR (C) ANY DELAYS OR INTERRUPTIONS OF THE DATA, OR INFORMATION ON THE SERVICE FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SERVICE AND ANY CONTENT THEREON AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ALL INFORMATION YOU PROVIDE TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY USER CONTENT YOU CREATE OR SHARE, OR BOTH).

17.2. NO ERROR FREE WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FORTE, NOR GAME DEVELOPER, NOR THE SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE, OR THAT THE SERVICE AND ANY CONTENT THEREON ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF



YOUR USE OF THE SERVICE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NEITHER GAME DEVELOPER GAMES NOR THE SERVICE PROVIDERS WILL BE RESPONSIBLE FOR THOSE COSTS.

- 17.3. “AS IS” SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE AND ALL CONTENT THEREON ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, FORTE AND GAME DEVELOPER DISCLAIM ALL WARRANTIES THERETO, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.
- 17.4. NO CONSEQUENTIAL DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FORTE, GAME DEVELOPER OR ANY SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 17.5. LIMITATION OF LIABILITY. FORTE’S AND GAME DEVELOPER’S LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO USE THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDERS HAVE NO LIABILITY TO YOU OR ANY THIRD PARTIES UNDER OR IN CONNECTION WITH THE TERMS, THE SERVICE, OR THE COINS. If you are a resident of Australia, the benefits provided to you by this Limited Warranty are in addition to other rights or remedies you may have under local laws related to the goods to which the warranty applies. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The provisions of the clauses containing the limited warranty, the Limitation of Liability and Indemnity only to the extent permitted by the Competition and Consumer Act 2010 (Cth). The entitlement to a replacement or a refund for a major failure is not subject to our option. To submit a warranty claim to us, please contact CustomerService@Forte.io. The user is responsible for the costs of returning media to us.



17.6. RELEASE OF CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICE, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER AUTHORIZED USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE GAME DEVELOPER, FORTE, AND THE OTHER SERVICE PROVIDERS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

18. Privacy. Any personal information that you provide through Service will be processed and shared in accordance with our [Privacy Policy](#) (as it exists at the time the relevant information is processed by us), which you will accept as a condition to using the Service (except where prohibited by law).

19. Consideration. Except for any purchases you make via the Service, Forte provides you with access to the Service free of charge. In return for enjoying this free access, you acknowledge and agree that Forte may generate revenues, increase goodwill or otherwise increase the value of Forte from your use of the Service, and you will have no right to share in any revenues we generate or to share in any goodwill or value created.

20. Arbitration.

20.1. Generally. Except as described in Section 20.2 and 20.3, you and Forte agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND FORTE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

20.2. Exceptions. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action



through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

20.3. Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 20 within thirty (30) days after the date that you agree to these Terms by sending a letter to Forte Labs, Inc., Attention: Legal Department – Arbitration Opt-Out, P.O. Box 191373, San Francisco, CA 94104 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once Forte receives your Opt-Out Notice, this Section 20 will be void and any action arising out of these Terms will be resolved as set forth in Section 21. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

20.4. Arbitrator. This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Forte.

20.5. Commencing Arbitration. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Forte’s address for Notice of Arbitration is: Forte Labs, Inc., P.O. Box 191373, San Francisco, CA 94104. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Forte may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Forte will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if Forte has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.

20.6. Arbitration Proceedings. Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a



telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. During the arbitration, the amount of any settlement offer made by you or Forte must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

20.7. Arbitration Relief. Except as provided in Section 20.8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Forte before an arbitrator was selected, Forte will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

20.8. No Class Actions. YOU AND FORTE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Forte agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

20.9. Modifications to this Arbitration Provision. If Forte makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Forte's address for Notice of Arbitration, in which case your account with Forte will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

20.10. Enforceability. If Section 20.8 or the entirety of this Section 20 is found to be unenforceable, or if Forte receives an Opt-Out Notice from you, then the entirety of this Section 20 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 21 will govern any action arising out of or related to these Terms.

21. Choice of Law. These Terms shall be governed by the laws of the State of California, without regard to its choice of law principles. If a dispute is not subject to arbitration under Section 20, you agree to submit to the exclusive jurisdiction of the state and federal courts located in the



County of Santa Clara, California with regard to any dispute arising out of or relating to these Terms or your use of the Service.

22. Miscellaneous.

22.1. General. These Terms, including any other agreements and policies incorporated herein, constitute the entire and only agreement between you and Forte with respect to the subject matter of these Terms, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, waived or modified except by Forte as provided herein or otherwise by written instrument signed by Forte. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with Forte's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. Forte may freely assign, transfer or delegate these Terms or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. You agree that we may send any notices under the Terms by electronic mail to the email address provided in your account. The Service is offered by Forte Labs, Inc., located at P.O. Box 191373, San Francisco, CA 94104. You can contact Forte by sending correspondence to that address or by emailing us at CustomerService@forte.io.

22.2. Notice to California Residents. If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.