



Provenance Technology, Inc.

Forte Exchange Terms of Service

For PTI Account holders on the Forte Exchange

This Terms of Service for Provenance Technologies, Inc. (“PTI”) account holders (“Users”) of the Forte Exchange (“Terms”) applies to the use of PTI’s services within the Forte Exchange offering and related services (collectively, the “Service”). By accessing, registering for or using the Service, you agree to and accept these Terms, which is a legally binding agreement between you as a user of the Service (“you” or “your”) and PTI. These Terms, together with [PTI Privacy Policy](#) (the “Privacy Policy” and collectively with the Terms, the “User Terms”) describe your rights and responsibilities when using the Service made available by PTI.

PTI is a FinCEN-registered and state-licensed institution. PTI, either directly or through its regulated Service Providers provides payment processing, key security, coin custody and transmission, and compliance services, within the Forte Exchange. Any activity subject to financial regulation within Forte Exchange is enabled by PTI and its regulated Service Providers (including Circle Internet Financial (“Circle”), as discussed below). Except as otherwise stated, you must send notices regarding the Service to the following email address: customersupport@provenancetech.io.

If you do not agree to these User Terms, you should not access, register for or use the Service.

PLEASE READ THE FOLLOWING USER TERMS CAREFULLY:

ARBITRATION NOTICE. EXCEPT FOR CERTAIN KINDS OF DISPUTES DESCRIBED IN SECTION 22, YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE USER TERMS, YOU AND PTI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS



COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY (SEE SECTION 21).

1. **BY CLICKING “I ACCEPT” OR BY OTHERWISE DOWNLOADING, INSTALLING, ACCESSING OR USING ANY PORTION OF THE SERVICE, YOU AGREE TO THESE TERMS AND REPRESENT AND WARRANT THAT :**

- 1.1. you are at least 18-years old;
- 1.2. you have carefully read, understood and agree to these Terms and the Privacy Policy, collectively defined above as the User Terms;
- 1.3. if you wish to use the Coin Withdrawal you are a US person;
- 1.4. you have never previously been suspended or removed from the Service;
- 1.5. you acknowledge and agree that the Services and any Coins available as part of that are being provided purely for consumptive, entertainment purposes and not for speculative purposes;
- 1.6. you will not use, wager, sell, or exchange any Coins to engage in activity that is unlawful, illegal, unauthorized, or constitutes gambling;
- 1.7. you further confirm that you are not purchasing and will not sell or participate in any sale of any Coin for speculative purposes; and
- 1.8. your registration and use of the Service complies with these Terms and all applicable laws, rules and regulations.

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

- 2.1. **“Coins”** means digital tokens, coins, Game Coins, or other virtual currency.
- 2.2. **“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.
- 2.3. **“Currency”** means any fiat or virtual currency which PTI, Forte or its Service Providers allow into which Game Coins may be converted by PTI as a result of Coin Withdrawal.



- 2.4. “**Forte**” means Forte Labs, Inc.
 - 2.5. “**Forte Terms of Service**” means Forte’s Forte Exchange Terms of Service.
 - 2.6. “**Forte Exchange**” means the blockchain service on (i) which Coins will be offered for purchase, for use in-Game and for Coin Withdrawal and (ii) on which PTI-issued Wallets will be created and managed.
 - 2.7. “**Game(s)**” means any game or content offered on the Forte Exchange to which the Game Coins relate.
 - 2.8. “**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.
 - 2.9. “**Game Coin**” means a Coin operating on the blockchain which is developed for use within one or more Games.
 - 2.10. “**Service Providers**” means any third party that performs functions and services on behalf of PTI in connection with providing the Service and the Forte Exchange, including Forte and Circle.
 - 2.11. “**Wallet**” means the digital wallet provided by PTI that you can use to purchase and hold Coins on the Forte Exchange under these Terms. There is no interest or return on Coins stored in the Wallet.
3. Description of Service. To use the Service you are required to meet the eligibility requirements described in Section 6 below, including having an account with the relevant Game. Such an account for the Game is a bilateral matter for you and the Game Developer. You acknowledge that PTI has no control, liability or involvement in the creation or operation of this account. Once you have such an account you will be able to register with the Service. Registration with the Service will lead to the creation of an Account with PTI, also referred to as a Wallet. The Service provides you with the opportunity to purchase Game Coins via a payment onramp operated by PTI and its payment processing partner Circle, hold Game Coins in your Wallet, use Game Coins within Games and use the Coin Withdrawal functionality. Each Coin is designed and intended for consumptive, entertainment purposes, meaning use within the Game, and not for speculative purposes. You may purchase Coins via the payment on-ramp or purchase services provided by PTI and Circle. There are different types of Coins available for purchase, and we reserve the right to modify the types, prices and numbers of Coins available at our discretion. Within Games, use of Game Coins to participate in the Game is governed by the Game Developer.



In order to use the Forte Exchange, you must open a PTI Account. You agree to provide us with the information we request for purposes of establishing your Account. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and financial information (collectively, “Personal Information”). You authorize PTI and / or its designated Payment Service Providers (as defined in Section 4(a)) to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When PTI (or its designated Payment Service Provider) carries out these inquiries, you acknowledge and agree that we may disclose your Personal Information to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

You must provide accurate and complete information in response to verification questions, and you must keep all of your information current. You are fully responsible for ensuring that your information is updated at all times.

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. The effective date of the Terms will be set forth above and updated as Modifications are made. 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](#). PTI 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 at <https://exchange.forte.io/portal/tos/pti>. The revised Terms will become effective at the time of posting, 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. To be eligible to use the Service, you must (a) be at least 18 years of age and have the legal capacity to enter into, abide by and comply with these Terms; (b) have an account in the particular Game registered with and in good standing with the Game Developer to use the Games;



(c) 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 (d) 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.

7. Registration and Use of PTI Services.

7.1. Forte Exchange.

7.1.1. Before you can register to use PTI Services in 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. PTI has no control or input into this account whatsoever.

7.1.2. You will then need to register and create a Forte Exchange account with PTI to use the Forte Exchange and to purchase Coins, hold Coins in your Wallet or participate in Coin Withdrawal (collectively "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 Coin functionality. You agree that, if the Game Developer's relationship with or access to the Forte Exchange terminates for any reason, neither PTI nor Forte 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 with PTI to use Coin Services through the Forte Exchange. Your payment for the purchase of Game Coins on the Forte Exchange is enabled by PTI's payment processing relationship with Circle Internet Financial ("Circle") pursuant to Circle's USDC User Agreement, available here: <https://support.usdc.circle.com/hc/en-us/articles/360001233386> ("Circle Terms and Conditions"). ***You agree to be bound by the Circle Terms and Conditions in connection with your purchase of Game Coins on the Forte Exchange.*** When Circle processes your payment for the purchase of Game Coins on the Forte Exchange, Circle does so by converting your payment in U.S. Dollars or other "fiat" currency to its corresponding value in USD Coin, a proprietary digital currency that is issued by Circle ("USDC"). You understand that neither PTI nor Forte is the issuer of USDC and does not hold U.S. Dollars on reserve for USDC. Each of Circle and PTI are licensed federally as money services businesses ("MSBs") with the Financial Crimes Enforcement Network



(“FinCEN”) and as money transmitters (or the equivalent) in each of the jurisdictions set forth here for Circle and PTI, respectively:

<https://www.circle.com/en/legal/licenses>

<https://www.provenancetech.io/licenses>

8. Once your payment for the purchase of Game Coins has been processed, your Account will reflect the total amount of Game Coins available for your use within each respective Game. You may be able to convert your Game Coins into USD Credits (“**Forte Balance**”), and convert your Forte Balance into other Game Coins. You understand that your Forte Balance is not U.S. dollars held in a deposit account, is not insured by the Federal Deposit Insurance Corporation and that, unless specified, does not reflect any right to an on-ledger USDC wallet.

8.1. You may be subject to verification and authentication 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 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.

9. Exchange.

9.1. Coins. Through the Service you may be permitted to acquire, hold, utilize or use the Coin Withdrawal functionality for Game Coins, each as facilitated by technology developed by Forte. You may be permitted to purchase such Game Coins from PTI or other users via the Service using your Wallet.

9.2. Payments. 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 Coins. You agree to provide a valid credit card or other payment method approved by PTI and Circle to pay the Total Purchase Amount. You authorize PTI and its payment processor, Circle, to charge the Total Purchase Amount (including Fees) against that credit card or payment method.

You will be charged a transaction fee by the payment processor for purchase of Game coins of \$.15 plus 2.9%. When you convert your Game Coins into a Forte Balance, a



one-time fee of \$0.95 is applied to the value of your balance. This amount is automatically deducted at the point of conversion.

- 9.3. Coin Withdrawal. When Game Coins are liquidated into Currency, the value of those Coins will be determined by a pre-set mechanism controlled by Forte. The actual Conversion will be executed by PTI. 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 (“**Total CW Amount**”). 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 CW amount paid to you.

A fee is applied to each wire of funds to your personal bank account of \$25. If there is a reversal of the wire, a \$50 fee will be added.

- 9.4. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to the Game Coins and Coins and any transactions you conduct through the Service and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

10. Coin Ownership & Sale.

- 10.1. Your purchase of a Game Coin through the Service results in your owning that Coin. Your purchase and use of the Coin is subject to these Terms of Use, Forte’s Terms of Use, the Game Developer’s terms of use and/or EULA, and any other terms you agree to as part of the Coin purchase, in connection with the Service, or in connection with your relationship with Forte, PTI, and any other Service Provider.

- 10.2. 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 the Forte Exchange 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 EULA. Once you have used or exchanged any Game Coins via Coin Withdrawal, your ownership interest in them is completely extinguished.

11. License and Use Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not:

- 11.1.1. Profit from, otherwise commercialize or license the Game Coins including in connection with the marketing, advertising or selling of any third-party product, except as part of a sale of such Coin through the Service;



- 11.1.2. Use the Coins in any manner that infringes upon the intellectual property rights of any third party;
- 11.1.3. Use or exploit the Coins in a manner that is considered gambling in the jurisdiction in which you use or exploit the Coins;
- 11.1.4. 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 PTI, the Game Developer, any Service Provider or Forte;
- 11.1.5. 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 13 below) that third parties have shared with you); or
- 11.1.6. 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;
- 11.1.7. 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);
- 11.1.8. 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;
- 11.1.9. 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;
- 11.1.10. Delete any copyright or other proprietary rights’ notices on any part of the Service;
- 11.1.11. 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;

11.1.12. 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 PTI's, Forte's, the Game Developer's or any Service Provider's reputations;

11.1.13. 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;

11.1.14. Use the Service, without PTI's express written consent, for any commercial purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;

11.1.15. 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;

11.1.16. 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;

11.1.17. 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;

11.1.18. 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;

11.1.19.1.1.21. Violate any applicable federal, state or local laws or regulations or these User Terms; or

11.1.20.1.1.22. Encourage or permit any third party to do any of the foregoing.

11.2. 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.

- 11.3. 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.
- 11.4. 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 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 Coins (including Game Coins) stored in your Wallet, including your linked bank account(s) and credit card(s). PTI, Game Developer, Forte and the Service Providers assume and have 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.
- 11.5. Valuation of Coins and Assumption of Risk. The prices and value of Coins may be volatile and subjective. Coins and similar assets have no inherent or intrinsic value. PTI, 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 any 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.
12. 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 [12, 15 and 17 through 24], and any claim for antecedent breach of these Terms, shall survive any termination.



13. User Content. 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 PTI 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.

14. Prohibited Uses.
 - 14.1. 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:
 - 14.1.1. in any manner that infringes upon the intellectual property rights of any third party;
 - 14.1.2. promotes any illegal activity, hate speech, violence, inappropriate or obscene content or in any other manner that could tarnish or harm the reputation of PTI, the Game Developer, any Service Provider or Forte;
 - 14.1.3. deletes any copyright or other proprietary rights’ notices;
 - 14.1.4. 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;
 - 14.1.5. is obscene or sexually explicit, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, promotes violence or is harmful to PTI’s, Forte’s, the Game Developer’s or any Service Provider’s reputations; or
 - 14.1.6. discloses personal information about a third person without the consent of that person;
 - 14.2. 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 14. In addition, we reserve the right, at our sole discretion, to terminate any user’s access to the Service if they violate this Section 14 or any other provision of these Terms.



15. Proprietary Rights and Feedback. The Service and any PTI trademarks, information, video, audio, text or other content provided through the Service (“**Service Content**”) are owned by PTI. 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 PTI 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 PTI.

In addition, PTI 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 PTI will own all right, title and interest in the Feedback, and the exclusive, worldwide, perpetual, fully transferable and sublicensable, 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.

16. 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.
17. Indemnification. You agree to defend, indemnify and hold harmless PTI, the 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.
18. 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). PTI, FORTE, 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 PTI, GAME DEVELOPER, FORTE, 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 PTI AND BY AGREEING TO THESE TERMS YOU ACKNOWLEDGE THAT PTI HAS NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE SAME.

19. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

19.1. DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY THE LAW, NEITHER PTI, 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 PTI, 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).

19.2. NO ERROR FREE WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PTI, 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.

19.3. “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, PTI, 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.

- 19.4. NO CONSEQUENTIAL DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PTI, 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.
- 19.5. LIMITATION OF LIABILITY. PTI'S, 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@provenancetech.io. The user is responsible for the costs of returning media to us.
- 19.6. 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 PTI, 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.

20. 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).
21. Consideration. Except for fees on any purchases you make via the Service, PTI provides you with access to the Service free of charge. In return for enjoying this free access, you acknowledge and agree that PTI may generate revenues, increase goodwill or otherwise increase the value of PTI 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.

You will be charged processing fees on your purchases of Game Coins and any Coin Withdrawal, according to the following:

22. Arbitration:
 - 22.1. Informal Resolution. If you have a dispute with PTI (a “Dispute”) regarding these Terms or the Services, you agree to contact PTI through the PTI customer support team to attempt to resolve any such Dispute amicably. If we cannot resolve the Dispute through the PTI support team, you and we agree to arbitrate the Dispute as set forth in Section 22.2.
 - 22.2. Arbitration; Waiver of Class Action. If we cannot resolve the Dispute through the informal, you and we agree that any Dispute arising out of or relating to this Agreement or the Services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the “Arbitration Agreement”). Subject to applicable jurisdictional requirements, you may elect to pursue your Dispute in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>). This Arbitration Agreement includes, without limitation, Disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the



Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

- 22.3. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND COINBASE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.
- 22.4. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees. If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.
23. 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 18, 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. YOU WAIVE YOUR RIGHT TO A CLASS ACTION OR TO A JURY IN THE EVENT OF ANY DISPUTE THAT PROCEEDS IN STATE OR FEDERAL COURT.
24. General. These User Terms, including the Terms and the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and PTI 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 PTI as provided herein or otherwise by written instrument signed by PTI. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with PTI's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. PTI 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. You can contact PTI by emailing us at customerservice@provenancetech.io.