

\$MANIA Token Sale and Purchase Terms and Conditions

Last updated on: March 4, 2024

THESE \$MANIA TOKEN SALE AND PURCHASE TERMS AND CONDITIONS, TOGETHER WITH ANY DOCUMENTS AND ADDITIONAL TERMS, INCORPORATED BY REFERENCE (“**TERMS**”), DEFINE THE TERMS OF SALE OF UTILITY \$MANIA TOKENS (“**\$MANIA**” OR “**TOKENS**”) AND CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN (MANIA ENTERTAINMENT LIMITED), A COMPANY INCORPORATED AND REGISTERED IN THE (REPUBLIC OF THE MARSHALL ISLANDS) WITH REGISTRY NUMBER (124531) (THE “**COMPANY**”, “**WE**”) AND (I) YOU AS A PARTICIPANT IN THE TOKEN SALE AND (II) ANY SUBSEQUENT OWNER OF THE TOKENS, OR THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (“**YOU**”). YOU AND THE COMPANY ARE EACH A “**PARTY**”, TOGETHER “**PARTIES**” TO THESE TERMS.

BY PARTICIPATING IN THE TOKEN SALE, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND AGREE TO THE TERMS CONTAINED HEREIN. BY PARTICIPATING IN THE SALE OF TOKENS (ANY PRIMARY OR SECONDARY TRANSACTION), YOU WILL BE BOUND BY THESE TERMS. YOU SHOULD, PRIOR TO PURCHASING TOKENS, CAREFULLY CONSIDER THESE TERMS AND, TO THE EXTENT NECESSARY, CONSULT A LAWYER, ACCOUNTANT, AND/OR TAX PROFESSIONAL, AS APPLICABLE. NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECTS YOUR LEGAL RIGHTS. **IF YOU DO NOT AGREE TO THESE TERMS, OR ANY OF THESE TERMS IS UNACCEPTABLE FOR YOU, YOU MUST NOT PURCHASE OR HOLD THE TOKENS.**

WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PARTS OF THESE TERMS AT ANY TIME AND FOR ANY REASON WITHOUT YOUR CONSENT. IF WE MAKE CHANGES, WE WILL POST THE AMENDED TERMS AT OUR WEBSITE AND UPDATE THE “LAST UPDATED” DATE ABOVE. THE AMENDED TERMS WILL BE EFFECTIVE IMMEDIATELY.

NOTE THAT THESE TERMS GOVERN THE SALE OF THE TOKENS AND DO NOT GOVERN THE USE OF OUR WEBSITE, THE (SCAPESMANIA.IO) PLATFORM (“**PLATFORM**”) OR ANY PRODUCTS AND SERVICES OFFERED BY THE COMPANY OR (SCAPESMANIA.IO). THE USE OF THE PLATFORM MAY BE GOVERNED BY OTHER APPLICABLE TERMS AND POLICIES (“**PLATFORM TERMS AND POLICIES**”). TO THE EXTENT OF ANY CONFLICT WITH THE PLATFORM TERMS AND POLICIES, THESE TERMS SHALL PREVAIL.

NOTICE ON THE LEGAL NATURE OF THE \$MANIA TOKENS. THESE TERMS DO NOT CONSTITUTE AN OFFER, SOLICITATION OR ADVICE TO SELL, PURCHASE OR INVEST IN SHARES OR SECURITIES, NOR SHOULD THE PURCHASE OF TOKENS BE SEEN AS INVESTMENT INTO SECURITIES. NONE OF THE INFORMATION PRESENTED BY THE COMPANY IS INTENDED TO FORM THE BASIS OF AN INVESTMENT DECISION, AND NEITHER THESE TERMS, NOR ANY OTHER DOCUMENT PROVIDES ANY SPECIFIC INVESTMENT RECOMMENDATION. THE COMPANY IS NOT A FINANCIAL INSTITUTION AND DOES NOT PROVIDE ANY LICENSED FINANCIAL SERVICES, SUCH AS INVESTMENT SERVICES, CAPITAL RAISING, FUND MANAGEMENT OR INVESTMENT ADVICE. THIS TOKEN SALE IS NOT INTENDED AS A PUBLIC OFFERING OF FINANCIAL INSTRUMENTS OR SECURITIES. THE COMPANY DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR TOKENS.

PERSONS EXCLUDED FROM THE \$MANIA TOKEN SALE. ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN OR IS A CITIZEN OR RESIDENT OR GREEN CARD HOLDER IN ANY TERRITORY UNDER THE JURISDICTION OF THE UNITED STATES OF AMERICA, INCLUDING ANY STATE OF THE UNITED STATES OF AMERICA OR THE DISTRICT OF COLUMBIA (THE “USA”), OR CANADA, REPUBLIC OF KOREA, SINGAPORE, THE PEOPLE’S REPUBLIC OF CHINA, BOSNIA, ALBANIA, BELARUS, BURMA, COTE D’IVOIRE, CUBA, DEMOCRATIC REPUBLIC OF CONGO, CONGO-BRAZZAVILLE, CONGO-KINSHASA, IRAN, IRAQ, LIBERIA, NORTH KOREA, Seychelles, Republic of the Marshall Islands, SUDAN, SYRIA, TAJKISTAN, RUSSIAN FEDERATION, ZIMBABWE, UZBEKISTAN OR ANY OTHER COUNTRY OR TERRITORY INCLUDED IN THE OFAC OR ANY OTHER US, UN, EU OR OTHER APPLICABLE SANCTIONS LIST (TOGETHER “**RESTRICTED AREA(S)**”), AS WELL AS AN INDIVIDUAL, OR AN INDIVIDUAL EMPLOYED BY OR ASSOCIATED WITH AN ENTITY, IDENTIFIED ON BIS’S DENIED PERSONS, UNVERIFIED, OR ENTITY LISTS, OR OFAC’S LIST OF SPECIALLY DESIGNATED NATIONALS, FOREIGN SANCTIONS EVADERS, OR LIST OF CONSOLIDATED SANCTIONS, OR DDTC’S DEBARRED PARTIES LIST MAY NOT PARTICIPATE IN THE TOKEN SALE, AND MUST LEAVE THE WEBSITE AND THE PLATFORM IMMEDIATELY (“**INELIGIBLE PERSON(S)**”). THE COMPANY SHALL NOT BE RESPONSIBLE FOR FRAUDULENT, DECEPTIVE OR OTHERWISE MALICIOUS USE OF ANY TOOLS WHATSOEVER BY ANY INELIGIBLE PERSON TO USE THE WEBSITE, THE PLATFORM, PURCHASE, HOLD OR USE THE TOKENS, UNDER THE SEMBLANCE OF PROVENANCE FROM ANY OTHER JURISDICTION OUTSIDE THE RESTRICTED AREAS. THE TOKENS MAY NOT BE MARKETED, ADVERTISED OR OFFERED FOR PARTICIPATION DIRECTLY OR INDIRECTLY TO ANY INELIGIBLE PERSON AND NEITHER THIS WEBSITE NOR THESE TERMS, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO THE TOKENS, MAY BE SUPPLIED TO ANY INELIGIBLE PERSON OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF TOKENS TO ANY INELIGIBLE PERSON.

1. Terms

1.1. For the purpose of these Terms the following capitalized terms shall have the meanings hereinafter assigned to them, unless the context clearly otherwise requires.

“**Company Parties**”: shall mean the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

“**Intellectual Property**”: shall mean all of our and the Company Parties intellectual property, including inventions, discoveries, processes, methods, compositions, formulae, techniques, information, source code, brand names, graphics, interface design, text, logos, images, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon.

“**Token(s)**”, or “**\$MANIA TOKEN(s)**”: shall mean a unique utility token that, as of its genesis issuance, represents certain privileges in the form of:

- Gives the opportunity to participate in DAO events;
- Allow to make various in-game purchases.

“**Token Receipt Address**” shall have the meaning as set forth in **Clause 3.3**.

“Token Sale”: shall mean the sale of Tokens during the Sale Period carried out by the Company directly through the Website or hosted on the Platform or with the engagement of third parties.

“Platform”: shall mean the (SCAPESMANIA.IO) platform as accessible through (HTTPS://SCAPESMANIA.IO) with any future modifications.

“Privacy Policy”: shall mean the ScapesMania Privacy Policy for the \$MANIA TOKEN Sale, accessible through the Website.

“Primary Transaction”: shall mean a transaction in which the \$MANIA TOKEN is first sold.

“Project Documentation”: shall mean the Whitepaper as changed from time to time and other documents related to the ScapesMania game available on the Website.

“Purchase Price”: shall mean the token price as stated on the website <https://scapesmania.io> which may vary from round to round, as outlined on that website.

“Sale Period”: shall mean the dates on which the Primary Transactions shall occur, beginning on (May 23, 2023) and ending on (September 30, 2023) (**“Token Sale End Date”**).

“Secondary Transaction” means any transaction in which a Token is sold by one owner to another or is otherwise transferred in any manner that is not a Primary Transaction.

“Wallet” has the meaning as set forth in **Clause 3.3**.

“Website” shall mean a website located at (<https://scapesmania.io>) or any other website through which the Company will carry out the Token Sale directly.

2. The Purpose and the Use of the Tokens

- 2.1. \$MANIA Tokens are a key element of the ScapesMania game and ecosystem, with functions and features as further described in the Project Documentation and on the Website. The Tokens do not confer any rights, express or implied, other than the right to use the Token as a means to participate in the ScapesMania game and ecosystem, in a manner consistent with its purpose. The Tokens and any additional benefits related to it are not intended to be a digital currency, security, commodity, or any other financial instrument and they do not grant any corporate or corporate-like rights. The Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights in the Company or any right to receive future revenue shares, Intellectual Property rights or any other form of participation in or relating to the Company. Holders of Tokens are not entitled to any form of dividend or any other revenue rights or voting rights in the Company. Holders of Tokens are only entitled to rights relating to the ScapesMania game and ecosystem, subject to limitations and conditions in these Terms. You are purchasing Tokens solely for the purpose of participating in the ScapesMania game and ecosystem, and you are aware of the risks associated with the Company and the Tokens. You are not purchasing the Tokens for any other purpose including, without limitation, any investment, speculative or financial purpose.
- 2.2. You acknowledge and agree that the ScapesMania game and ecosystem is in an early stage of development and may undergo significant changes over time. You understand and accept that an upgrade of Tokens may be required and that if you decide not to participate in such upgrade, you may no longer use the Tokens and the non-upgraded Tokens may lose their functionality in full.

3. KYC/AML Policy and Eligibility

- 3.1. We may determine, at our sole discretion, that it is necessary to obtain certain personal information about you that might be required to maintain compliance with any applicable law, regulation or policy, including any KYC or AML requirements and policies, in connection with selling \$MANIA Tokens to you. You agree to provide us such information promptly upon request, not later than **8 (eight) days** after the request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.
- 3.2. We may choose to nominate third party service providers to collect and verify KYC information on our behalf, who may also require you to accept their terms and conditions or privacy policy agreements. Collected information may include personal information, and we or our nominee may keep a copy of such information.
- 3.3. In order to be eligible to purchase the Tokens, you must also have a wallet or other storage mechanism (“**Wallet**”) that is compatible with blockchain network in order to receive any Tokens you purchase from us and provide the address for your Wallet (the “**Token Receipt Address**”) if requested. We reserve the right to prescribe additional guidance regarding specific wallet requirements, and you hereby explicitly waive your right to request any reimbursements for any lost or misplaced payments or receipts of Tokens due to non-compliance with such guidelines.
- 3.4. Upon receipt of your payment, we will verify your personal information to confirm whether you have completed the KYC procedure and accept or deny your payment. Note that the Company has absolute discretion and may reject your payment for any reason, or without providing any reason at all. You shall be notified of our decision at the latest one day before the start of the Token Sale.
- 3.5. We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from your failing to provide a Token Receipt Address or providing an inaccurate or incomplete Token Receipt Address.
- 3.6. The Company reserves the right to exclude any Ineligible Person from the Token Sale due to KYC/AML concerns or due to any other grounded reasons. In that case, any amounts paid during the Token Sale would be refunded (provided that this would be technically possible and that no KYC/AML restrictions would apply for such reimbursement). We further reserve the right to take any other steps or actions for ensuring full compliance with any applicable KYC/AML legislation or regulation.

4. The \$MANIA Token Sale

- 4.1. During the \$MANIA Token Sale, you can purchase the Tokens made available by the Company directly through the Website or on the Platform during the Sale Period. You will be required to connect your Wallet to the Website or Platform to buy Tokens.

- 4.2. **Additional Instructions:** Additional procedural instructions for the Token Sale may be published on the Website. Failure to follow the published instructions for participation in Token Sale on the Website may limit, delay, or prevent you from participating in the Token Sale.
- 4.3. **Payment.** The Company agrees to accept payment for the Primary Transaction purchase price in (ETH, BNB, Matic, USDT, BUSD, USDC) for the presale and (BNB) for the mint, as specified on the Website and sales documentation by sending the designated amount of such Tokens to the appropriate wallet address of the Company, or otherwise, following the instructions on the Website. The Primary Transaction shall be processed via the Website or the Platform through a Wallet of choice, provided that the Company may elect to accept other methods or forms of payment in its sole discretion. The (ETH, BNB, Matic, USDT, BUSD, USDC) exchange rate for any other forms of payment shall be determined solely by the Company, the Platform, or an assignee or agent in accordance with reasonable and accepted market practices, and additional transaction fees may apply. Before placing your order, correct exchange rate information will be shared.
- 4.4. **Fees.** By buying or selling \$MANIA Tokens through the Website or through the Platform or any other platform, you agree to pay all applicable fees and, if applicable, you authorize the Platform and/or the Company to automatically deduct fees (including any transaction fees as applicable) directly from your payments for the Primary Transaction or subsequent Secondary Transactions. Neither the Company nor the Platform have any insight into or control over these payments or transactions, nor does the Company or the Platform have the ability to reverse any transactions. Accordingly, the Company and/or the Platform will have no liability to you or any third party for any claims or damages that may arise from any transactions of the Company that you engage in.
- 4.5. **Delivery.** \$MANIA Tokens purchased in the Token Sale shall be distributed and delivered by the Token Sale End Date. Notwithstanding the preceding, the Company reserves the right to extend the deadline for delivery of the Tokens, purchased in the Token Sale for up to 72 hours after the end of the mint, if this is deemed necessary to address any unanticipated technical difficulties and/or security issues.
- 4.6. **Taxes.** The Purchase Price that you pay for the \$MANIA Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value-added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of Tokens. You agree not to hold the Company or any Company Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens, or any other action or transaction.
- 4.7. **Secondary Transactions.** Secondary Transactions are subject to the following terms: (i) the \$MANIA Token transferee shall, by receiving an ownership interest in the Token, be deemed to accept all of the terms found in these Terms; (ii) the \$MANIA Token transferor shall provide notice to the transferee of the Terms, including a link or other method by which the terms of these Terms can be accessible by the transferee. In exercising personal property rights over the Tokens, you represent and warrant that you will not transfer a Token in any Secondary Transaction to a transferee that is an Ineligible Person.

- 4.8. **Cancellation. Refusal.** Your purchase of \$MANIA Tokens from the Company during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. To the greatest extent legally possible, you hereby waive any statutory or contractual right to withdraw from, or to rescind, the purchase made in accordance with these Terms. We reserve the right to refuse or cancel Token purchase requests at any time at our sole discretion.

5. **Ownership of the \$MANIA Token**

- 5.1. You own a utility \$MANIA Token, which constitutes a key element of the ScapesMania game and ecosystem, with functions and features as further described in the Project Documentation and on the Website. The Tokens do not confer any rights, express or implied, other than the right to use the Token as a means to participate in the ScapesMania game and ecosystem, in a manner consistent with its purpose. If you acquire \$MANIA Token, you are purchasing Tokens solely for the purpose of participating in the ScapesMania game and ecosystem. You are not purchasing the Tokens for any other purpose including, without limitation, any investment, speculative or financial purpose.
- 5.2. The Tokens and any additional benefits related to it are not intended to be a digital currency, security, commodity, or any other financial instrument and they do not grant any corporate or corporate-like rights.
- 5.3. The Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights in the Company or any right to receive future revenue shares, Intellectual Property rights or any other form of participation in or relating to the Company.
- 5.4. Holders of Tokens are not entitled to any form of dividend or any other revenue rights or voting rights in the Company.
- 5.5. Holders of Tokens are only entitled to rights relating to the ScapesMania game and ecosystem, subject to limitations and conditions in these Terms. You are purchasing Tokens solely for the purpose of participating in the ScapesMania game and ecosystem, and you are aware of the risks associated with the Company and the Tokens.

6. **Security. Acknowledgement and Assumption of Risks.**

- 6.1. You are responsible for implementing reasonable measures for securing the wallet or other storage mechanisms you use to receive and hold \$MANIA Tokens.
- 6.2. We may use aggregate statistical information about your activity, including your activity on the Platform, Website and logins to various websites, for marketing or any other purpose at our sole discretion. We may use your internet protocol address to verify your purchase of Tokens. However, we will not release your personally-identifying information to any third party without your consent, except as not prohibited by law or as set forth in these Terms, our Privacy Policy or any other Platform Terms and Policies, all of which you have agreed to.

- 6.3. You acknowledge and agree to the following risks associated with accessing, purchasing, selling, using or holding Tokens: risk that in some jurisdictions the Tokens might be considered security; risk of the legal ability of the Company to provide Tokens in some jurisdictions being hindered or eliminated by future regulation or legal actions; risk of unfavorable regulatory action in one or more jurisdictions which may affect the use, transfer, exchange, and value of the Tokens; risk of theft and hacking or other malicious attacks; risk of security weaknesses in the Website and Token code or any associated software and/or infrastructure; risk of loss of total value of Tokens or the total loss of the full amount of the purchase price of the Tokens; risk of malfunction in the blockchain; internet transmission risks; any unanticipated risks associated with Tokens; risk that the \$MANIA Token does not meet your expectations, risk that transactions of Tokens may be irreversible.
- 6.4. The price and liquidity of blockchain assets, including utility Tokens, can be extremely volatile and may be subject to large fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect the Tokens, which may also be subject to significant price volatility. \$MANIA Tokens are not legal tender and are not backed by any government.
- 6.5. You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself. You agree and understand that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using utility Tokens, however caused.
- 6.6. You acknowledge that you have been warned of the risks, associated with the Website, the \$MANIA Tokens, the ScapesMania game and other relevant technologies mentioned herein and agree to absolve, and hold the Company harmless from any and all liability for any damages occurring in relation to any of the risks below. BY ACCEPTING THESE TERMS AND PURCHASING TOKENS, YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME ALL OF THE RISKS SET FORTH IN HEREIN. ALL RISK OF LOSS TRANSFERS TO YOU UPON PURCHASE OF THE TOKENS.

7. Representations and Warranties

- 7.1. By purchasing the \$MANIA Token(s) on behalf of a legal entity, you represent and warrant that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such a legal entity to act on its behalf and (c) that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity.
- 7.2. By purchasing the \$MANIA Token(s) you further represent and warrant that:
 - (a) you have carefully reviewed the content and have understood and agreed to these Terms completely (including the totality of the Project Documents to which these Terms also apply);
 - (b) you are of legal age to form a binding contract (at least 18 years old in most jurisdictions); and you are at the age of majority in your country of residence and are legally able to obtain and use the Tokens;
 - (c) you have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
 - (d) you are not located in, under the control of, or a national or resident of any Restricted Areas;

- (e) you are not Ineligible Person;
- (f) you have sufficient understanding of utility tokens, their functionality, usage, transmission mechanisms and other material characteristics of utility tokens and token storage mechanisms (such as token wallets), smart contracts, blockchain technology, blockchain-based software, and distributed ledger technology to understand these Terms and to appreciate the risks and implications of purchasing the Token(s);
- (g) you have obtained and was given sufficient information about the \$MANIA Token to make an informed decision to acquire or/and purchase them;
- (h) your purchase of \$MANIA Token complies with applicable law and regulation in your jurisdiction;
- (i) you waive the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of the Token, including, but not limited to the Company, and the Company Parties, as discussed more fully here;
- (j) you understand that the transfer of utility Tokens, the transfer of \$MANIA Tokens and the maintenance of the Platform carry significant financial, regulatory and reputational risks as set forth in the Terms;
- (k) you agree not to allow anyone to use your Wallet or share your credentials with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If you do share your credentials with anyone, we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Token Sale through the use of your credentials. We reserve the right to suspend or block your access to the Token Sale upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your credentials.

8. Indemnification

- 8.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company, the Company Parties from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by the Company Parties, or the or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively "**Claims**") arising from or relating to (i) your purchase, acquisition or use of Token, the Website or the Platform (ii) the performance or non-performance of your responsibilities or obligations under these Terms, (iii) your breach or violation of these Terms, (iv) any inaccuracy in any representation or warranty made by you, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Parties under applicable law. If we or the Company Parties are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and

contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

- 8.2. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves the Company as a result of these Terms. The Company may participate with counsel of its own choosing in any proceedings described above.

9. Disclaimers

- 9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE \$MANIA tokens ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE tokens (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; (B) WE DO NOT REPRESENT OR WARRANT THAT THE tokens ARE RELIABLE, CURRENT, ERROR-FREE, OR DEFECT-FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE tokens OR THE DELIVERY MECHANISM FOR tokens ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. Limitation of Liability

- 10.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE tokens OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY, THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE tokens, EXCEED THE AMOUNT YOU PAY TO US FOR THE tokens.

11. Intellectual Property

- 11.1. Unless otherwise indicated, the Website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Website (collectively, the “Content”) and the trademarks, logos contained therein are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights. The Content is provided on the Website "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Website and no Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and to download or print a copy of any portion of the Content to which you have properly increased access solely for your personal, non-commercial use.
- 11.2. These Terms shall not be understood and interpreted in a way that they would mean the assignment of Intellectual Property rights unless it is explicitly defined so in these Terms. You may not use any of Intellectual Property for any reason, except with our express, prior, written consent.
- 11.3. You are being granted a non-exclusive, non-transferable, non-assignable, revocable license to access and use the Website and the \$MANIA Tokens strictly in accordance with these Terms. As a condition of your use of the Website and the Tokens, you warrant to the Company that you will not use the Website or Tokens for any purpose that is unlawful or prohibited by these Terms.
- 11.4. You hereby assign exclusive rights, including all intellectual property rights, to any feedback including, but not limited to, suggestions, ideas or other information or materials that you provide, whether by email, posting through Website, other communication channels or otherwise and you irrevocably and exclusively assign any and all intellectual property rights on such feedback unlimited in time, scope and territory (to the extent permitted by applicable laws) so that the Company has the right to dispose with them without any limitations, including their transfer to any third party without seeking your consent. Any feedback you submit is non-confidential and will become the sole property of the Company. The Company will be entitled to the unrestricted use, reproduction (including in electronic form), modification (whereby you will not retain any rights on your original feedback), or dissemination of such feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the feedback (to the extent permitted by applicable laws).

12. Consumer exclusion

- 12.1. You, as a participant in the Token Sale and/or subsequent owner of the Tokens, or the company or other legal entity you represent, warrant to the Company that you are not participating in the Token Sale as a consumer, and the provisions of any applicable consumer protection rules, or any consumer protection rights, including distance selling rules, shall be excluded to the fullest extent permitted by any applicable law. By participating in the Token Sale, you waive any consumer protection rights and distance selling rights you may have under any applicable law, and agree that the Company shall not be liable for any damages, losses, or other liabilities arising from the Token Sale.

13. Notices

- 13.1. We may provide any notice to you under these Terms by (i) posting a notice on the Website; or (ii) sending an email to the email associated with you. Notices we provide by posting on the Website will be effective upon posting, and notices we provide by email will be effective when we send the email.
- 13.2. To give us notice under these Terms, you must contact us by email to (support@scapesmania.io). We may update this email address for notices to us by posting a notice on our website. Notices to us will be effective after they are sent.
- 13.3. All communications and notices to be made or given pursuant to these Terms must be written in the English language. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

14. Miscellaneous

- 14.1. **Entire Agreement.** These Terms constitute the entire agreement between the Parties relating to your purchase of Tokens from the Company. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms.
- 14.2. **Assignment.** We may assign our rights and obligations under these Terms.
- 14.3. **No waiver.** Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.
- 14.4. **No partnership or agency.** Purchasing Tokens does not create any form of partnership, joint venture, or similar relationship between the Parties. Except as otherwise provided herein, these Terms are intended solely for the benefit of the Parties and are not intended to confer third-party beneficiary rights upon any other person or entity.
- 14.5. **Severability.** In the event any one or more of the provisions of these Terms is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provisions of these Terms, and the remaining provisions of these Terms will remain operative and in full force and effect and will be interpreted according to the true will of the Parties.
- 14.6. **Force Majeure.** We will not be in breach of these Terms or liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any event, circumstance or cause beyond our reasonable control. The Parties agree that due to specific nature of blockchain / DLT field, the circumstances of force majeure shall in particular include also (but shall not be limited to) hacker attacks, market disturbances, change of laws or regulations, adverse regulatory or enforcement action of public authorities, technical failures and the like).

- 14.7. **Governing Law and Jurisdiction.** These Terms will be governed by and construed and enforced in accordance with the laws of the (Republic of the Marshall Islands). Any dispute between the Parties arising out of or relating to these Terms will be resolved and filed only in the courts of the (Republic of the Marshall Islands). You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.
- 14.8. **Disputes.** Any and all disputes or claims that cannot be resolved between the Parties, and causes of action arising out of or connected with these Terms, including disputes relating to the validity, breach, and termination, and any disputes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in (Republic of the Marshall Islands), having jurisdiction. Further, in any such dispute, under no circumstances shall you be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than actual out-of-pocket expenses (i.e. Costs associated with participating in this Token Sale). You further waive all rights to have damages multiplied or increased. Prior to filing any claims in accordance with this Clause you undertake to send such a claim or request directly to the Company via email at (support@scapesmania.io). You agree that you will not file any claims in accordance with this Clause earlier than **30 (thirty) days** after sending such claim or request to the Company in accordance with this Clause. Any claim, filed with the court contrary to the rules set out in this Clause, shall be rejected immediately by the tribunal as premature.

IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT (SUPPORT@SCAPESMANIA.IO).