

USER AGREEMENT

VERSION 1.0

LAST REVISED ON: 8th March, 2023

This user agreement (this “**Agreement**”) sets forth the legally binding terms and conditions your access to and use of any websites, mobile websites, mobile applications, desktop applications, products or services (the “**Services**”) offered by Lusio (“**LUSIO**”, “**LusioGG**”, “**Lusio**”, “**us**”, “**our**”, and “**we**”).

The “**User**”, “**you**”, “**your**” shall refer to any natural person or entity and its authorized users that subscribes or uses the Services. Certain features of the website www.lusio.gg (“**Site**”) may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Service. If you do not agree with all of these Terms of Service, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental Terms of Service or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Service prior to you using the Site.

INTELLECTUAL PROPERTY

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws in any jurisdiction or country as applicable by the local laws.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks 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 Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

ACCOUNTS

In order to use certain features of the Site, you must register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that:

- a. all required registration information you submit is truthful and accurate;
- b. you will maintain the accuracy of such information;

- c. you will not use the Site for any illegal or unauthorized purpose;
- d. your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

ACCOUNT CREATION/LINKING WITH THIRD-PARTY SITES

As a feature of the Site, you have the option to link your account with Third-Party Accounts (also referred to as Social Network when needed) that you hold with external service providers. This can be done by either: (1) providing your Third-Party Account login credentials through the Site; or (2) authorizing us to access your Third-Party Account, in accordance with the Terms of Service that govern your use of each Third-Party Account.

By linking your account with any Third-Party Accounts, you confirm that you have the right to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without violating any of the Terms of Service that govern your use of the Third-Party Account. You also confirm that doing so will not subject us to any usage limitations or fees imposed by the third-party service provider of the Third-Party Account.

Once we have access to your Third-Party Accounts, we may access, make available, and store any Social Network Content that you have stored in your Third-Party Account. This content will be accessible through your Site account, including your friend lists, subject to your Third-Party Account's privacy settings. We may also receive additional information from your Third-Party Account, depending on the service provider and your notification settings.

Please be aware that if the Third-Party Account or associated service becomes unavailable, or our access to the Third-Party Account is terminated, the Social Network Content may no longer be available on the Site. You may disconnect your Site account from your Third-Party Accounts at any time.

Your relationship with the Third-Party service providers associated with your Third-Party Accounts is governed solely by your agreements with them. We do not review any Social Network Content, and are not responsible for it in any way.

By linking your account with Third-Party Accounts, you allow us to access your email address book and mobile device contacts solely for the purpose of identifying and informing you of other contacts who have also registered to use the Site.

If you wish to deactivate the connection between your Site account and your Third-Party Accounts, you may do so through your account settings(if applicable) or by contacting us directly. We will make every effort to delete any information we have obtained from your Third-Party Accounts, except for information like username and profile picture, which will remain associated with your Site account for identifying your account whenever and wherever necessary.

PROHIBITED ACTIVITIES

In connection with your use of Services, you hereby agree that you will not:

- a. violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
- b. intentionally try to defraud (or assist in the defrauding of) Lusio or any other User;
- c. provide false, inaccurate, or misleading information;
- d. take any action that interferes with, intercepts, or expropriates any system, data, or information;
- e. attempt to gain unauthorized access to other Lusio Accounts, the Services, or any related networks or systems;
- f. use the Services on behalf of any third party or otherwise act as an intermediary between Lusio and any third parties, unless Lusio and the User have specifically entered into a written agreement enabling such use or action;
- g. use the Services to engage in conduct that is detrimental to Lusio or to any other User or any other third party;
- h. collect any user information from other Users, including, without limitation, email addresses;
- i. defame, harass, or violate the privacy or intellectual property rights of Lusio or a Lusio operative or any other User; or
- j. upload, display or transmit any messages, photos, videos or other media that contain illegal goods, pornographic, violent, obscene or copyrighted images or materials for use as an avatar, in connection with a payment or payment request, or otherwise.
- k. In addition, you agree not to:
 - i. upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data;
 - ii. interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks;

- iii. attempt to reverse engineer, de-compile, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Services, any third-party use of the Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law; or
- iv. access the Services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services.

We reserve the right (but have no obligation) to investigate and/or take appropriate action against you in our sole discretion if you engage in Prohibited Activities or violate any other provision of this Agreement or otherwise create liability for us or any other person. Such action may include, in our sole and absolute discretion, terminating your Account, reporting you to law enforcement authorities without providing any notice of you about any such report and refusing any and all current or future use of the Site.

GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- a. you should have firsthand experience with the person/entity being reviewed;
- b. your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- c. your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- d. your reviews should not contain references to illegal activity;
- e. you should not be affiliated with competitors if posting negative reviews;
- f. you should not make any conclusions as to the legality of conduct;
- g. you may not post any false or misleading statements;
- h. you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable

right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

THIRD-PARTY WEBSITES AND CONTENT

The Site may feature links (or you may be sent via the Site) to other websites (referred to as "Third-Party Websites"), as well as various types of content (such as articles, photos, text, graphics, music, videos, and software) that belong to or originate from third parties (referred to as "Third-Party Content").

It's important to note that we do not investigate, monitor, or verify the accuracy, appropriateness, or completeness of Third-Party Websites or Third-Party Content. Therefore, we cannot be held responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site.

Our inclusion of or linking to Third-Party Websites or Third-Party Content does not imply that we approve or endorse them. If you choose to access Third-Party Websites or use or install any Third-Party Content, you do so at your own risk, and you must be aware that our Terms of Service no longer govern your actions. We recommend that you review the applicable terms, policies, privacy practices, and data gathering practices of any website you visit or any application you use or install from the Site.

Please note that any purchases you make through Third-Party Websites will be exclusively between you and the third-party company, and we take no responsibility for such transactions. We do not endorse any products or services offered on Third-Party Websites, and you agree to hold us harmless from any harm caused by your purchase of such products or services. Furthermore, you agree to hold us harmless from any losses or harm resulting from any Third-Party Content or contact with Third-Party Websites.

FEES AND TAXES

- a. **Service Fees.** By using our product or service, you agree to pay all applicable fees as outlined on our website or as otherwise communicated to you. Fees may be based on usage, subscription, or transactional basis and are subject to change at any time with notice. Unless otherwise stated, all fees are non-refundable and non-cancellable.
- b. **Payment Terms.** You authorize us to charge your chosen payment method for all applicable fees. If your payment method fails or your account is past due, we reserve the right to suspend or terminate your access to the product or

service until payment is made. You are responsible for keeping your payment information up-to-date and accurate.

- c. **Taxes.** All fees are exclusive of any applicable taxes, which are your sole responsibility. If we are required to collect taxes on our fees, we will display appropriate information about the taxes and charge you the applicable tax rate in addition to the fees.
- d. **Third-Party Fees.** You may be subject to additional fees imposed by third-party providers, such as payment processors, financial institutions and/or blockchain gas fees or fees charged through services provided by external smart contracts, in connection with your use of the product or service. We are not responsible for any such fees and you should review the terms and conditions of such providers for more information wherever applicable.

SITE MANAGEMENT

We have the right (although not the obligation) to:

- e. Monitor the Site to ensure compliance with these Terms of Service.
- f. Take legal action against anyone who violates the law or these Terms of Service, at our discretion. This may include reporting the user to law enforcement authorities.
- g. Refuse, restrict access to, limit the availability of, or disable (where feasible) any of your Contributions or any part thereof, at our sole discretion and without limitation.
- h. Remove from the Site, or disable, all files and content that are excessively large or place an undue burden on our systems, at our sole discretion and without notice or liability.
- i. Manage the Site in a way that protects our rights and property, as well as promotes proper functioning of the Site.