

Terms and Conditions of Use

These Terms and Conditions of Use (the "Terms") set forth the conditions for the use of the GamGam game service (the "Service") provided to users of the Service ("Users").

1. Definitions

The following terms shall have the meanings set forth below when they are used in these Terms:

- 1.1. "Account" is a Waves blockchain address (wallet) that identifies a GamGam User.
- 1.2. "In-game currency" is the Waves blockchain tokens, (such as USDT, WAVES, EGG, etc.) that can be exchanged for services or the content provided in the Service for charge.
- 1.3. "Separate Terms" means terms and conditions separate from these Terms that pertain to the Service and that have been released or uploaded by GamGam under names such as "terms" or "policies."
- 1.4. "content" means text, sounds, music, images, videos, software, programs, computer code, and other information that may be accessed through the Service.
- 1.5. "Submitted Content" means any content that Users have submitted, transmitted, or uploaded on or to the Service.
- 1.6. "Fee-Based Service" means any service or content provided to Users for charge (including in the case of being exchanged for In-Game Currency provided for charge) within the Service.

2. Agreement to These Terms

- 2.1. All Users shall use the Service in accordance with these Terms. Users may not use the Service unless they agree to these Terms.
- 2.2. Users who are minors cannot use the Service.
- 2.3. Users will be using the Service on behalf of, or for the purposes of, a business enterprise, then such business enterprise must also agree to these Terms prior to using the Service.
- 2.4. If there are Separate Terms applicable to the Service, Users shall also comply with such Separate Terms as well as these Terms in using the Service.

3. Modification to These Terms

GamGam may modify these Terms when GamGam deems it to be necessary within the scope of the purposes of the Service. In such case, GamGam will indicate the content of the modified version of Terms, as well as the effective date of the modification, on the Service or on GamGam's website, or will publicize the same to Users by notifying Users in the manner prescribed by GamGam. The modified version of the Terms shall become effective as of the effective date thereof.

4. Account

- 4.1. When using the Service, Users may need to set up an Account by registering certain information.
- 4.2. If Users register any authentication information when using the Service, they must exercise due care in handling such information at their own responsibility to ensure that such information is not used in an unlawful manner. GamGam may treat any and all activities conducted under the authentication information as activities that have been conducted by the User with whom the authentication information is registered.
- 4.3. If Users use the Service without creating an Account or use the Service that does not have an Account-setting function, none of the In-game currency, Submitted Content or other data will be transferred to the User's new communication device (e.g., mobile device, computer,

etc.) when the communication device is changed.

4.4. In the case of the preceding paragraph, any data pertaining to the In-game currency and fee-based content that have been purchased by Users, as well as any other data pertaining to the Service, may cease to exist, without prior notice to Users, due to any of the following:

4.4.1 Uninstalling the Service by Users; or

4.4.2 Change of communication device by Users; or

4.4.3 Any unspecified cause not involved in either GamGam or Users.

4.5. GamGam reserves the right to delete any data related to an Account that has been inactive for a period of 3 months or more since its last activity, without any prior notice to the applicable User.

4.6. Any and all rights of a User to use the Service shall cease to exist when such User's Account has been deleted for any reason. Users should note that an Account cannot be retrieved even if a User has accidentally deleted his/her Account.

4.7. Each Account in the Service is for exclusive use and belongs solely to the User of such Account. Users may not transfer, lease, or otherwise dispose of their rights to use the Service to any third party, nor may the same be inherited or succeeded to by any third party.

5. Privacy

5.1. GamGam shall manage all personal information pertaining to the Service.

5.2. GamGam places its top priority on the privacy of its Users.

5.3. GamGam will appropriately handle privacy information and any personal information of Users.

5.4. GamGam promises to exercise the utmost care and attention to its security measures to ensure the safe management of any and all information collected from Users.

6. Provision of the Service

6.1. Users shall supply PCs, mobile phone devices, smartphones and other communication devices, operating systems, communication methods and electricity, etc. necessary for using the Service at their own responsibility and expense.

6.2. GamGam reserves the right to limit access to all or part of the Service by Users depending upon conditions that GamGam considers necessary, such as the age and identification of Users, current registration status, and the like.

6.3. GamGam reserves the right to modify, at GamGam's discretion, all or part of the Service anytime as GamGam determines necessary, anytime without any prior notice to Users.

6.4. GamGam may cease to provide all or part of the Service without any prior notice to Users in case of the occurrence of any of the following:

6.4.1 When conducting maintenance or repair of systems;

6.4.2 When the Service cannot be provided due to force majeure such as an accident (e.g., fire, power outage, etc.), act of God, war, riot, labor dispute;

6.4.3 When there is a system failure or heavy load on the system;

6.4.4 When securing the safety of Users or third parties, or in the case of an emergency for public welfare; or

6.4.5 When GamGam reasonably determines it to be necessary, other than those set forth in items 6.4.1 to 6.4.4 above.

6.5 As for the Fee-Based Service, no refund, return of In-Game Currency or any other reimbursement will be made due to cancellation by Users;

7. Advertisements

GamGam reserves the right to post advertisements for GamGam or a third party on the Service.

8. Third-Party Services

The Service may contain services or content provided by third parties other than GamGam. Such third parties shall bear any and all responsibility regarding such services and/or content. GamGam is not responsible for the actions or content of these third parties. Furthermore, there may be terms of use or other terms and conditions provided by such third party that are applicable to such services and Content.

9. Content

9.1. GamGam grants Users a non-assignable, non-transferable, and non-exclusive license to use the Content provided by GamGam, solely for the purpose of using the Service.

9.2. Users shall abide by the conditions applicable thereto when using any Content that is subject to conditions of use, such as additional fees and periods of use and the like. Even if terms such as "Purchase", "Sales" or the like appear on the screens for the Service, GamGam shall remain the owner of all intellectual property rights as well as other rights in the Content offered to Users by GamGam, and such rights shall not be transferred to Users. Users will only be granted usage rights as set forth above.

9.3. Users shall not use any Content beyond the scope of the intended use of the Content in the Service (including, without limitation, acts of copying, transmitting, reproducing, and modifying).

9.4. If Users wish to back up all or part of the Submitted Content, they will need to do so themselves. GamGam will not undertake the obligation of backing up any of the Submitted Content.

9.5. Users shall retain their rights to their Submitted Content, and GamGam shall not acquire any such rights; provided, however, that, among the Submitted Content, for those that are made available to other Users generally (i.e., not just to the User's "friends"), the User who posted such Submitted Content shall be deemed to have granted GamGam a license (including the right to amend (e.g., abbreviate) such content to the extent GamGam deems necessary and appropriate, and the right to sublicense such usage rights to other third parties working together with GamGam), to use such Contents for services and/or promotional purposes.

9.6. Users shall not exercise the author's moral rights or any other rights with respect to the Submitted Content in relation to the use by GamGam or a third party.

9.7. GamGam may check and confirm the content of the Submitted Content by Users to the extent permissible under the laws and regulations, when it is necessary for GamGam to confirm compliance with the related laws and regulations or the provisions set out in these Terms, etc.; provided, however, that GamGam is not obligated to conduct such confirmation.

9.8. If GamGam believes that a User has violated or may violate any applicable laws or regulations or the provisions of these Terms in relation to the Submitted Content, or when otherwise reasonably necessary for GamGam 's business, then GamGam reserves the right to preclude such User's use of the Service in certain manners such as deleting the Submitted Content, without providing prior notice to the User.

10. In-Game Currency

10.1. In-game currency may be provided to Users by the means designated by GamGam, such as through purchases in the Service and special offers. The purchase unit, payment method, usage period, and any other conditions for providing In-Game Currency shall be determined by GamGam and displayed in the Service or on GamGam's website.

10.2. In-game currency may not be exchanged for cash, property, or other economic benefits other than for the services and content designated by GamGam. The amount of In-Game Currency required for receiving the services or content, as well as any other conditions for exchanging In-Game Currency, shall be determined by GamGam and displayed in the Service or on GamGam's website.

10.3. In-game currency purchased by Users will not be refunded for any reason whatsoever; provided, however, that the foregoing shall not apply if the applicable laws or regulations require otherwise. In such case, the method for refunding In-Game Currency shall be determined by GamGam in accordance with the applicable laws and regulations and displayed on GamGam's website, etc.

11. Restricted Matters

GamGam prohibits Users from engaging in any of the following acts when using the Service:

- 11.1. Acts that violate the laws and regulations, court verdicts, resolutions or orders, or legally binding administrative measures;
- 11.2. Acts that may be in violation of public order, morals, or customs;
- 11.3. Acts that infringe intellectual property rights such as copyrights, trademarks and patent rights, rights to fame, privacy, and all other rights granted by law or by a contract with GamGam and/or a third party;
- 11.4. Acts of posting or transmitting: excessively violent or explicitly sexual expressions; expressions that amount to child pornography or child abuse; expressions that lead to discrimination by race, national origin, creed, gender, social status, family origin, etc.; expressions that induce or encourage suicide, self-injurious behavior or drug abuse; or expressions that include anti-social content and lead to the discomfort of others;
- 11.5. Acts that lead to the misrepresentation of GamGam and/or a third party or that intentionally spreading false information;
- 11.6. Acts of sending the same or similar messages to a large, indefinite number of Users (except for those approved by GamGam), or other acts that GamGam deems as spamming;
- 11.7. Acts of exchanging the right to use the Service or the Content into cash, property, or other economic benefits, other than by using the method prescribed by GamGam ;
- 11.8. Acts of using the Service for sales, marketing, advertising, solicitation, or other commercial purposes (except for those approved by GamGam); using the Service for the purpose of sexual conduct or obscene acts; using the Service for the purpose of meeting or engaging in sexual encounters with an unknown third party; using the Service for the purpose of harassment or libelous attacks against other Users; or otherwise using the Service for purposes other than as intended by the Service;
- 11.9. Acts that benefit or involve collaboration with anti-social groups;
- 11.10. Acts that are related to religious activities or invitations to certain religious groups;
- 11.11. Acts of unauthorized or improper collection, disclosure, or provision of any other person's personal information, registered information, user history, or the like;
- 11.12. Acts of interfering with the servers and/or network systems of the Service; fraudulently manipulating the Service by means of bots, cheat tools, or other technical measures; deliberately using defects of the Service, making unreasonable inquiries and/or under claims such as repeatedly asking the same questions beyond what is necessary, and other acts of interfering with or hindering GamGam 's operation of the Service or other Users' use of the Service;
- 11.13. Acts of decoding the source code of the Service, such as by way of reverse engineering, disassembling, or the like, for unreasonable purposes or in an unfair manner;
- 11.14. Acts that aid or encourage any acts stated in Clauses 11.1 to 11.13; and
- 11.15. Acts other than those set forth in Clauses 11.1 to 11.14 that GamGam reasonably deems to be inappropriate.

12. User Responsibility

- 12.1. Users shall use the Service at their own risk and shall bear any and all responsibilities for actions carried out under and the results from the use of the Service.
- 12.2. GamGam may suspend the use of all or any part of the Service, suspend or delete Accounts, cancel any agreement between a User and GamGam with respect to the Service (including, without limitation, any agreement based on these Terms, hereinafter the same) or take any other measure GamGam reasonably determines to be necessary and appropriate, without prior notice to such User, in the case that such User falls under or there is a possibility that such User falls under any of the following items:
 - 12.2.1 A User is in breach of applicable laws and regulations, these Terms or any Separate Terms;
 - 12.2.2 A User is a member of an anti-social group or a related party thereof;

12.2.3 A User tarnishes GamGam 's credibility by spreading false information, using fraudulent means or force, or other unlawful means;

12.2.4 A User is subject to a petition for attachment, provisional attachment, or auction procedures such as bankruptcy, civil rehabilitation, or similar procedures are commenced; or GamGam otherwise reasonably deems that there is uncertainty with respect to User's credibility; or

12.2.5 The relationship of trust with a User is lost or GamGam otherwise reasonably determines that would not be appropriate for GamGam to provide the Service to User, due to reasons other than as set forth in items 12.2.1 to 12.2.4.

12.3. In the case where GamGam suffers loss/damages either directly or indirectly (including, without limitation, attorney fees) due to a User's use of the Service (including, without limitation, cases where GamGam receives a complaint from a third party due to such use), the User shall immediately compensate GamGam for such loss/damage in accordance with GamGam 's request.

13. NO WARRANTY

GamGam shall provide no warranty, either expressly or impliedly, with respect to the service (including the content), that there are no defects (including, without limitation, faults with respect to security, etc., errors or bugs, or violations of rights) or as to the safety, reliability, accuracy, completeness, effectiveness, and fitness for a particular purpose. GamGam will in no way be responsible for providing users with the service after deleting such defects.

14. Relationship between These Terms and Laws and Regulations

If any provision of these Terms is found to violate any laws and regulations applicable to an agreement between Users and GamGam with respect to the Service, such provision, to the extent of such violation, shall not apply to the agreement with the Users; provided however that, the remaining provisions of these Terms shall not be affected thereby.

15. Notification and Contact

15.1. For notifications from GamGam to Users regarding the Service, GamGam will use a method that GamGam considers appropriate, such as posting in an appropriate place within the Service or on GamGam's website.

15.2. For notifications from Users to GamGam regarding the Service, Users shall use the customer inquiry form available on the Service or on GamGam's website, or through other means designated by GamGam.

16. Cryptocurrency Acknowledgment

Users acknowledge that the value of cryptocurrencies can be highly volatile and that the value of any in-game currency tied to cryptocurrency may fluctuate significantly. GamGam is not responsible for any losses incurred due to these fluctuations. Additionally, while GamGam strives to provide a seamless crypto transaction experience, we are not responsible for any losses or issues arising from technical problems with the blockchain, crypto wallets, or other associated technologies. Once crypto transactions are made, they're irreversible, even if made in error.

17. Compliance with Regulatory Changes

Users acknowledge that the regulatory landscape governing cryptocurrencies and associated services is evolving. As such, GamGam reserves the right to modify these Terms and Conditions, as well as any in-game mechanisms or offerings, to remain compliant with applicable laws and regulations. Users will be notified of significant changes, and continued use of the Service after such changes will constitute acceptance of the revised terms.

End

October 20, 2023