

DAR Open Network

Effective as of 2024-05-28

Last Revised as of 2024-05-28

TERMS AND CONDITIONS

Please read and agree to these Terms and Conditions (the "**Terms**") carefully before using any of our sites, mobile games, marketplace, companion games, mobile applications, game client and/or software or platforms (collectively, the "**Applications**") and/or purchasing and/or otherwise acquiring or using any digital assets in, or entering the DAR Open Network ("**DAR Network**"). DAR Network is an open infrastructure aimed at blockchain gaming. DAR facilitates transactions within this network, serving as a universal medium of exchange across various gaming worlds. This model enables seamless economic and narrative interconnections among different games, with the DAR Network. DAR Network is created and operated by MOD Foundation Ltd., Singapore ("**MoD**", "**we**" or "**us**"). The decentralized applications operating within DAR Network may have their own terms and conditions that you must comply with along with these Terms.

ACCEPTANCE OF TERMS

Your ("**you**", "**user**" or "**buyer**") engagement DAR Network is conditioned on your unconditional acceptance of and compliance with these Terms. If you disagree with any part of the Terms, then you may not acquire or participate in DAR Network. By purchasing, accessing or by calling an action on DAR Network or on a Dalarnia Token smart contract, you are deemed to agree to be unconditionally bound by, and accept these Terms, as set out below. If you do not unconditionally agree to these Terms, you are not authorized to download, test, purchase, acquire, use, access, connect to or register to access DAR Network or Dalarnia Tokens or interact with DAR Network and you must immediately cease doing so and/or remove or uninstall any application/s from all of your devices immediately. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have full authority to bind the company or legal entity (and its employees) to this agreement. The terms may be amended from time to time by MoD and any changes do not change your unconditional acceptance of these Terms. These Terms must be read in conjunction with our Privacy Policy and Code of Conduct which is hereby incorporated into these Terms by reference.

Subject to the terms of the Terms and Conditions, MoD hereby grants you, a royalty-free, revocable, limited, non-exclusive license during the term of this document to possess and use a copy of the DAR Network. The DAR Network is being distributed by MoD. You are not allowed to make a charge for distributing this application, either for profit or merely to recover media and distribution costs.

By using the DAR Network I confirm that I have read these Terms and Conditions and agree to be unconditionally bound by them, and agree to proceed.

AGE LIMIT

Dalarnia Tokens are offered and available to buyers who are 18 years of age or older. By purchasing, acquiring, accessing, or using Dalarnia Tokens, you represent and warrant that you are of legal age to form a binding contract with DAR Network and meet the foregoing eligibility requirement. If you do not meet this requirement, you must not purchase, acquire, access, or use Dalarnia Tokens.

CHANGES TO THESE TERMS

MoD may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of DAR Network thereafter. Any changes to these Terms will be in effect as of the "Last Revised" date referred to at the top of this page. Your continued use of DAR Network after following the posting of the revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding for you.

REGISTRATION

We reserve the right to require that you register a DAR ID with us in order to utilize the utility of DAR Network, Tokens and NFTs within DAR Network. DAR ID is a solution designed to streamline the registration process. DAR ID acts as a master key, providing seamless access to the entire DAR Network. This account management system eliminates the need for multiple registrations. You can establish a DAR ID using your existing email or social media accounts. DAR ID establishes an Externally Owned Account (EOA) wallet for users to store digital assets across multiple decentralized applications, but also provides the ability to link external wallets. The user must ensure that an external wallet is compatible with the blockchain used by the platform. Details of compatible wallets can be found on the platform. Compatible wallets are named on the platform, but this does not constitute a recommendation of a specific wallet.

If you are required to register an account with us or any third-party, you agree to provide accurate, current, and complete information about yourself as part of that process. When registering you may be required to select a username and password, private key with email address, or other form of secure authentication that will be used to access your account ("Password"). You are responsible for any use of your Password, whether by you or others. You agree to keep your Password confidential and not share it with anyone else. MoD is not liable for any loss or damage arising from your failure to protect your username, Password, or any other personal information, including but not limited to loss of access to any Dalarnia Tokens.

MoD has no access to the user's cryptographic keys (*private keys*) or tokens. The user shall ensure that the wallet used for the use of the services, associated passwords and access data, the cryptographic key (*private key*) and any recovery identifiers (seeds) (together and individually the "**wallet access data**") are treated confidentially and that the wallet access data, insofar as the user has access to it, is secured against access by third parties by means of appropriate technical and organizational measures. The user is aware that any person who has access to wallet access data may misuse the wallet under his name. The user warrants that it will not be possible for third parties to use the wallet access data. In particular, in order to protect the wallet access data, the user shall not store it unsecured and shall prevent it from being spied on when entering the wallet access data. If the user discovers that another person has knowledge of the wallet access data or if the user suspects that this is the case, the user must change the wallet access data concerned immediately, insofar as this is possible.

The user is obliged to maintain a wallet used for the use of the services in a secure, fully functional and valid condition. The user is aware that they are solely responsible for controlling their wallet and that losing control of the wallet may mean that they can no longer dispose of the token. The general terms and conditions of the respective wallet provider apply exclusively to the safekeeping of the tokens and the operation of the wallet.

You acknowledge and agree that certain data pertaining to you, which you may view as sensitive, will be accessible to the public through the Chromia Relational Blockchain, Ethereum Blockchain, or Binance

Smartchain Network. Such data includes but is not limited to information identifying and/or otherwise pertaining to your user account.

You authorize MoD to act on instructions received through use of your Password, and that MoD may, but is not obligated to, deny access, or block any transaction made through use of your Password without prior notice. You acknowledge and agree that you are prohibited from registering more than one account. Consequently you are not permitted to connect multiple wallets to the application. Failure to comply with this may result in termination of all your accounts.

TERMS OF SERVICE, PRIVACY AND SECURITY

It is your responsibility to know, understand and abide by these Terms and the Privacy Policy, which is incorporated herein by reference. Any information that you may provide to MoD during your use of DAR Network is subject to MoD's Privacy Policy. Any information that you may provide to a third-party site during your use of DAR Network is subject to the third-party site's privacy policy, and your use of any third-party site included in DAR Network is governed by the terms of service of the applicable third-party site.

You are solely responsible of ensuring that any process, devices and/or services you employ to access or use Dalarnia Tokens or any of the Applications (in particular, without limitation, to acquire, hold, manage and sell Dalarnia Tokens do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system and/or any data contained therein). To the greatest extent permitted by law and without limiting the generality of this Section, MoD excludes any liability for any interference or damage to your devices, computer system and/or any data contained therein in connection with your access or use of DAR Network or any of the Applications.

COMPLIANCE

You acknowledge that certain operations in respect of DAR Network and any Application may constitute and/or otherwise fall within the scope of regulated activities under applicable laws in certain jurisdictions. You acknowledge that you may not use DAR Network to engage into any such activities and that MoD makes no representation in respect of, or otherwise in connection with, the suitability of DAR Network and/or any output generated by using DAR Network, to engage into any regulated activity regarding DAR Network or such output's compliance with laws and regulations applicable to such activities. MoD neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable laws and regulatory requirements, including any applicable provisions of financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable legal requirements at your own cost and responsibility in using DAR Network and/or the Applications and/or any output in connection with DAR Network and/or the Applications.

You will not utilize the Applications if you are a resident or national of a jurisdiction where access to Applications is prohibited under local laws. Your access to the Applications is always initiated on your own accord, and you are solely responsible for ensuring compliance with applicable local laws. The use of our service is strictly prohibited and not available to individuals residing in the following countries: North Korea, Russia, Iran, Cuba, Syria, Afghanistan, Belarus, Myanmar, Central African Republic, Congo, Ethiopia, Iraq,

Lebanon, Libya, Mali, Nicaragua, Somalia, South Sudan, Sudan, Venezuela, the United States of America, Zimbabwe, Yemen, Tunisia, Haiti, Burundi, Democratic Republic of the Congo.

By accessing or attempting to use our Applications from any of the aforementioned countries, you acknowledge and agree that you are prohibited from doing so. We reserve the right to monitor user activity and take necessary measures to enforce this restriction, including but not limited to blocking access, terminating accounts, or refusing service. Please note that this list of restricted countries may be updated periodically without prior notice. It is your responsibility to ensure compliance with any applicable laws or regulations in your jurisdiction before accessing or using our Applications. We appreciate your cooperation and adherence to these Terms, as they are necessary to maintain compliance with legal and regulatory requirements.

ABOUT DAR NETWORK

The DAR Network is a decentralized blockchain platform designed for secure, transparent, and efficient digital transactions. The network is scalable, handling large volumes of transactions efficiently, and employs advanced cryptographic techniques for security. Its interoperability with other blockchain platforms and traditional financial systems broadens its applicability. Community-driven governance allows for continuous evolution, supporting diverse use cases like decentralized finance, supply chain management, and digital identity verification.

DAR Citizenship is granted by staking a specific amount of Dalarnia tokens to the Citizenship pool. This membership offers exclusive perks like early access to new features, a special marketplace, and the ability to influence ecosystem decisions through voting. Citizens can also stake DAR and LAND for yields and participate in unique quests. With flexible staking options, players can manage their tokens while enjoying continuous benefits. However, withdrawing tokens results in losing the special status and perks. DAR Citizenship enhances your gaming experience and lets you actively shape the DAR Network.

DAR Network will provide different Dalarnia quests in a cross-game quest system designed to enhance player engagement and progression. By completing various quests, players can increase their account level to unlock exclusive content and features. Quests encompass a wide range of activities, including in-game challenges, marketplace transactions, and social media interactions. Utilizing the DAR ID account, this quest system extends beyond one single game, encompassing all games within DAR Network.

DIGITAL ASSETS

There are three types of digital assets utilized within MoD:

- a. Virtual Plots (“**LAND**”), and other in-game assets (represented as Non-Fungible Tokens (“**NFTs**”))
- b. Mines of Dalarnia token (“**DAR**”)
- c. Moon Coins

Collectively, a and b represent "**Dalarnia Tokens**".

Moon Coins serve as a currency for DAR Network. Moon Coins are entirely off-chain and non-tradable. Once acquired or earned, users are committed to using their Moon Coins across any of the games or within DAR Network. Players can obtain Moon Coins through various means:

- i. Direct purchase of Moon Coins at a base price using DAR.

- ii. Acquisition of one-time bundles at a discounted rate using DAR.
- iii. Purchase of Moon coins at a discounted price, exclusively for DAR citizens.
- iv. Earning through active participation in the games within DAR Network, via in-game quests or standard player progression.
- v. Participation in other activities that positively impact DAR Network's economy.

DAR Network and/or Dalarnia Tokens and digital assets are not a representation of money or electronic money, or any security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment. MoD does not facilitate the transmission of fiat currency on behalf of users or other third parties, nor does it assist with the conversion of DAR Network and/or Dalarnia Tokens or digital assets to fiat currency.

Your ownership of Dalarnia Tokens means, in relation to Dalarnia Tokens, that such Dalarnia Token has been purchased by you or otherwise rightfully acquired from a legitimate source, where proof of such purchase or acquisition is recorded on the Chromia Relational Blockchain, Ethereum or Binance Smartchain.

DAR is a medium of exchange which may be used to acquire digital assets, to be staked within DAR Network and used as collateral, or entitle the user to certain exclusive privileges. It is freely tradeable on various virtual currency exchanges such as Binance and may be exchanged and accessed in a peer-to-peer manner by users. DAR would have no useability outside of the DAR Network. DAR do not have any tangible or physical manifestation. DAR represents a utility as you must have DAR to be able to play a game within DAR Network.

REVENUE AND SALES

Any revenue earned for sales of Dalarnia Tokens performed within the DAR Network, minus any transaction fees, shall be paid to you promptly on the Chromia Relational Blockchain or Binance Smartchain by the purchaser of the Dalarnia Tokens. If you elect to sell your Dalarnia Tokens, or perform any transactions relating to the sale or transfer of Dalarnia Tokens, any transactions that you engage in will be conducted solely through Chromia Relational Blockchain or Binance Smartchain via a EVM-compatible wallet (e.g Metamask). Such sales, activities or other transactions relating to Dalarnia Tokens shall be a direct contractual relationship between the seller and purchaser of the relevant Dalarnia Tokens, and MoD is not a party to said contract, and shall in no circumstances be deemed to a seller or distributor of Dalarnia Tokens. Accordingly, MoD has no control over these payments or transactions, nor do we have the ability to reverse any transactions, and cannot provide any guarantee, warranty or assurance regarding such transactions. With that in mind, MoD will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in regarding Dalarnia Tokens. MoD functions solely as the developer of the DAR Network which allows you to interact with various third parties and potentially acquire from or provide to these users various products/services in an entirely peer-to-peer manner (including without limitation any transactions relating to fiat currencies), and MoD is not your agent, advisor, intermediary or fiduciary for any action which you perform within. MoD reserves the right to charge the purchaser a fee for sales transactions that occur in DAR Network. Such fee will automatically be applied as part of the sales transaction.

Dalarnia Tokens are not a representation of money or electronic money, or any security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment. MoD does not facilitate the transmission of fiat currency on behalf of users or other third parties,

nor does it assist with the conversion of Dalarnia Tokens to fiat currency. Dalarnia Tokens are distributed on a spot and unmarginated basis, and MoD is not under any obligation to return to the buyer any amount of any original purchase price.

Please note that MoD does not assume any responsibility for transactions that occur within the games listed on DAR Network. All transactions, including but not limited to the purchase, sale, or exchange of virtual goods, tokens, or currencies within these games, are conducted solely between the users and the respective game providers.

By using DAR Network, you acknowledge and agree that MoD is not a party to any in-game transactions that is non-related to MoD, and does not have any control over the transactions conducted within these games, and will not be liable for any claims, losses, damages, or disputes arising from in-game transactions.

You are advised to carefully review the terms and conditions of the individual games and conduct your own research before engaging in any transactions. MoD recommends exercising caution and ensuring you understand the risks associated with blockchain transactions. If you encounter any issues or disputes within a game, please contact the respective game provider directly for resolution.

TAXATION

MoD makes no representation or advice of any kind in respect of, or otherwise in connection with, the suitability of DAR Network and/or any output generated by using DAR Network, or Dalarnia Tokens or other game assets to engage into or with any taxation regulated activity regarding DAR Network or such output's compliance with laws and regulations applicable to such activities, retrospectively, now or into the future. MoD neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in taxation regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable taxation laws and regulatory requirements, including any applicable provisions of related financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable taxation legal requirements at your own cost and responsibility in using Dalarnia Tokens and any Applications.

FEES AND PAYMENT

Blockchain platforms, such as Binance and/or Chromia might require the payment of a transaction fee (“**Gas Fee**”) for every transaction that occurs on that blockchain platform. The Gas Fee funds the network of computers that run on respective network. This means that you will need to pay a Gas Fee for each transaction that occurs via the application. Any purchases from the DAR Network and/or Applications will be done through smart contracts on a blockchain using a wallet (e.g Metamask). Any financial transactions that you engage in will be conducted solely through the blockchain via a wallet.

RESTRICTIONS FOR USER GENERATED CONTENT

It must be stated that MoD owns all rights, title, and interest in and to any art, design, photograph, and drawing that may be associated with any Dalarnia Tokens that you own (“**Art**”), and all intellectual property rights therein. The user will only receive a license to use for specified purposes in DAR Network.

MoD will own all rights, title, and interest in and to

- (i) the Art and all proprietary source code, object code and other technology associated with the LANDs and DAR Network; and
- (ii) any and all other content and materials available through the NFTs, DAR Network and Applications, any associated application, and all intellectual property rights therein; and
- (iii) MoD Intellectual Property may only be used in connection with the LANDs, for personal, non-commercial purposes.

MoD does not grant, by implication, estoppel, or otherwise, any license or right to use any MoD Intellectual Property or LANDs and other in-game assets in a manner inconsistent with these Terms without the prior written permission of MoD and/or any third-party that may own additional intellectual property. This clause extends to prohibit the unauthorized use of intellectual property rights held by third parties, encompassing, without limitation, trademarks, copyrights, domain names, and other forms of intellectual property, which neither the MoD nor the users possess any rights to, unless expressly granted through legitimate channels. Users and the MoD are hereby forbidden from assuming ownership, claiming rights, or engaging in the use of third-party intellectual property without securing appropriate permissions or rights from the rightful owners.

In effect MoD grants a limited, non-exclusive, non-transferable, royalty-free license to display the Art solely, for the following purposes:

- i. for your own personal, non-commercial use within DAR Network.

You may not (and may not permit any third-party to):

- i. modify the Art in any way, including without limitation, the shapes, designs, drawings, attributes, or color schemes; or
- ii. use the Art to advertise, market, or sell any product or service; or
- iii. use the Art in any manner which would constitute or amount to an endorsement of or relationship with any particular third-party, entity, product, product category, charity or service
- iv. grant any third-party the right to use through the Art; or
- v. use the Art in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or
- vi. use the Art in movies, videos, or other forms of media, except solely for your own personal, non-commercial use; or
- vii. sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Art; or
- viii. attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Art except for the license granted pursuant to these Terms; or
- ix. otherwise use the Art for your or any third-party's commercial benefit. To the extent that the Art contains any intellectual property licensed from a third-party, you will not have the right to use such third-party intellectual property in any way except as incorporated in the Art (and subject to all of the restrictions set forth herein with respect to your use of the Art).

The license granted in these Terms apply only to the extent that the DAR Network is live. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of a NFT for any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the NFT or the related Art.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the MoD Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the LAND or any other MoD Intellectual Property. We reserve the right to modify or discontinue the NFTs and the DAR Network (or any parts of any associated software or applications relating thereto) with or without notice at any time. MoD (including, without limitation, our licensors) shall not be liable to you or any third-party for any modification, suspension, or discontinuance of the NFTs or the DAR Network or any associated software, applications, or functionality.

INTELLECTUAL PROPERTY OWNERSHIP, LICENSES AND RESTRICTIONS

Ownership of Dalarnia Token is limited to attribution of the relevant Dalarnia Token residing on the relevant blockchain network, which is merely an information and transaction log recorded on an immutable ledger regarding the timestamped transfer history of such Dalarnia Token. The ownership of Art and the rights that you have in and to the Art are limited to those expressly stated below. The first sale doctrine, and any similar doctrine or principle under any the laws of any applicable jurisdiction, does not extend to any holder or acquirer (including subsequent acquirer of DAR Network). Dalarnia Token may be associated with certain Art or a unique Uniform Resource Identifier JSON file containing Metadata such as the name, description or image file stored on the Chromia Relational Blockchain. Where Dalarnia Tokens are associated with certain Metadata, you may be able to edit your Metadata to adjust title, description, URL link, preview image, and logo within the limits of the smart contracts. All Metadata (and any URL, images, or logos to which it links or that are uploaded) must comply with these Terms and specifically cannot link to or contain any material or content that is pornographic, threatening, harassing, libellous, hate-oriented, harmful, defamatory, racist, xenophobic, or illegal. All Metadata are subject to MoD's Code of Conduct. MoD reserves the right to moderate and/or delete any Metadata that does not comply with these Terms or the Code of Conduct.

Subject to the licenses expressly granted below, MoD (or where applicable, our licensors) own all rights, title, and interest in and to

- (i) the Art, the Metadata and all proprietary source code, object code and other technology associated with Dalarnia Tokens and DAR Network and
- (ii) any and all other content and materials available through the DAR Network and, any associated application, and all intellectual property rights therein ("MoD Intellectual Property").

MoD Intellectual Property may only be used in connection with DAR Network, for personal, non-commercial purposes, as expressly permitted in these Terms.

Unless explicitly stated, you should assume that all MoD Intellectual Property is protected by copyright, trademark and other applicable intellectual property laws and may not be used except as permitted in these Terms. MoD does not grant, by implication, estoppel, or otherwise, any license or right to use any MoD Intellectual Property or DAR Network in a manner inconsistent with these Terms without the prior written permission of MoD and/or any third-party that may own additional intellectual property.

Without limiting the generality of the foregoing, subject to your continued compliance with these Terms, MoD grants you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to view and display the Art or Metadata for DAR Network that you Own, solely, for the following purposes:

- i. for your own personal, non-commercial use within DAR Network.
- ii. You may not (and may not permit any third-party to):

- a. modify the Art or Metadata in any way, including without limitation, the shapes, designs, drawings, attributes, or colour schemes; or
- b. use the Art or Metadata to advertise, market, or sell any product or service; or
- c. use the Art or Metadata in any manner which would constitute or amount to an endorsement of or relationship with any particular third-party, entity, product, product category, charity or service
- d. grant any third-party the right to use through the Art or Metadata; or
- e. use the Art or Metadata in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or
- f. use the Art or Metadata in movies, videos, or other forms of media, except solely for your own personal, non-commercial use; or
- g. sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Art or Metadata; or
- h. attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Art or Metadata except for the license granted pursuant to these Terms; or
- i. otherwise use the Art or Metadata for your or any third-party's commercial benefit. To the extent that the Art contains any intellectual property licensed from a third-party, you will not have the right to use such third-party intellectual property in any way except as incorporated in the Art or Metadata (and subject to all of the restrictions set forth herein with respect to your use of the Art or Metadata).

The license granted in these Terms apply only during the term of the DAR Network. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of DAR Network for any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the DAR Network or the related Art or Metadata.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the MoD Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect DAR Network or any other MoD Intellectual Property.

We reserve the right to modify or discontinue DAR Network (or any parts of any associated software or applications relating thereto) with or without notice at any time. MoD (including, without limitation, our licensors) shall not be liable to you or any third-party for any modification, suspension, or discontinuance of DAR Network or any Applications or functionality.

All third-party intellectual property featured on our platform, including but not limited to trademarks, service marks, logos, and copyrighted materials, is the property of its respective owners. The use of such intellectual property in DAR Network does not imply any affiliation with or endorsement by the owners. Users are prohibited from using any third-party intellectual property without the explicit permission of the rightful owner, except as allowed under applicable law. We respect the intellectual property rights of others and expect our users to do the same.

PROTECTION OF THE COPYRIGHT AND THE MARK

MoD has not granted over the copyright or the mark any of the following:

- i. assignments;

- ii. rights;
- iii. licenses;
- iv. waivers;
- v. charges;
- vi. liens; and
- vii. encumbrances.

The User:

- i. acknowledges that all copyright and rights in the nature of copyright subsisting in any part of the world in any new property shall vest in MoD;
- ii. hereby assigns to MoD absolutely (with full title guarantee) the entire copyright and all other rights in the nature of copyright subsisting in the new property, and all other rights of whatever nature, whether now known or created in the future, to which the User may be entitled by virtue of the laws in force in any part of the world in such new property, in each case for the whole term including any renewals, reversions, revivals and extensions;
- iii. shall ensure that any third-party who creates, including in the course of or in preparation for manufacture of (the Products or) the licensed products, new property for the User, such as consultants or freelance designers, assigns any copyright or other rights they may have in the new property MoD on the terms set out in Clause (ii) above;
- iv. shall ensure that any moral rights in relation to the new property are unconditionally waived to the fullest extent permitted by applicable laws; and
- v. shall, upon MoD's request, provide the Licensor with copies of all and any new property, in such format as the Licensor may reasonably request.

The user shall immediately notify MoD in writing giving full particulars if any of the following matters come to its attention:

- i. any actual, suspected or threatened infringement of the copyright or the mark;
- ii. any claim made or threatened that the property infringes the rights of any third-party;
- iii. any actual or threatened claim that the mark is invalid;
- iv. any actual or threatened opposition to the mark;
- v. any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the user under this agreement; or
- vi. any other form of attack, charge or claim to which the copyright or the mark may be subject.

In respect of any of the matters listed in clauses i. to vi:

- i. MoD shall, in its absolute discretion, decide what action if any to take;
- ii. MoD shall have exclusive control over, and conduct of, all claims and proceedings;
- iii. the User shall not make any admissions other than to the Licensor and shall provide MoD with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- iv. MoD shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.

ASSUMPTION OF RISK

You acknowledge that:

- (i) markets and prices for blockchain assets, such as NFTs, may be extremely volatile, variations in prices for other digital assets could materially and adversely affect the value of any DAR, Dalarnia Tokens that you Own, and there is no guarantee that any MoD, Dalarnia Tokens that you own will have or grow or retain any value; and
- (ii) there are risks associated with Dalarnia Tokens, cryptocurrencies and other internet-native assets, including but not limited to the risk of hardware, software, and internet connectivity failures, malicious software, and the risk that third parties may obtain unauthorized access to your assets, and neither MoD nor any of its licensors shall be responsible for, or have any liability with respect to, any of these; and
- (iii) MoD does not promise to host the Art or Metadata at any specific location or to make the Art or Metadata available on the internet for any specific period of time; and
- (iv) changes to the Chromia Relational Blockchain may have adverse effects on all blockchains using such platform, including without limitation, Dalarnia Tokens that you may Own; and
- (v) neither MoD nor any of its licensors shall be responsible for, or shall have any liability with respect to, any transaction between you and a third-party (such as your purchase or sale of Dalarnia Token on the so-called "secondary market").
- (vi) MoD neither owns or controls Chromia Relational Chain and/or Binance Smart Chain, or any other third party site, product, or service that you might access, visit or use for the purpose of enabling you to use features of DAR Network. MoD will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

NO REPRESENTATIONS AND WARRANTIES

MoD does not make any representation or give any warranty in respect to any characteristics of DAR Network. All warranties are expressly excluded to the maximal extent permitted under applicable laws. In particular, while MoD has endeavored to take all reasonable measures and apply appropriate care in the preparation of the content of DAR Network, MoD neither represent nor warrant that:

- (i) The DAR Network or Applications run uninterrupted and error-free; or
- (ii) The use of DAR Network is fit for any particular purpose and does not infringe upon any third-party's intellectual property rights; or
- (iii) Any information contained in DAR Network and/or any of the Applications is accurate, adequate, complete or error free; and
- (iv) Except when otherwise stated in writing by MoD, the copyright holders and/or other parties provide DAR Network and Applications "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of DAR Network and any Dalarnia tokens that you own is with you.

LIABILITY, INDEMNITY, AND INSURANCE

Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this license or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

Nothing in this license shall operate to exclude or limit the MoD's liability for:

- (i) death or personal injury caused by its negligence; or
- (ii) fraud; or any other liability which cannot be excluded or limited under applicable law

In no event unless required by applicable law or agreed to in writing will MoD (or any licensor) be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use DAR Network (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties), even if such holder or other party has been advised of the possibility of such damages.

To the fullest extent permitted by law, MoD shall not be liable to the User for any costs, expenses, loss, or damage (whether direct, indirect, or consequential and whether economic or other) arising from the User's exercise of the rights granted to it under this agreement.

The User shall indemnify MoD against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- (i) the Users exercise of the rights granted to it under this agreement; and
- (ii) the Users breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied, or put into use by the Licensee; and
- (iii) the enforcement of this agreement; and
- (iv) any claim made against MoD by a third-party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees, or subcontractors.

This indemnity shall not apply to any liabilities, costs, expenses, damages, or losses incurred by MoD directly or as result of any material breach by MoD of any term of this agreement, or any act of gross negligence or wilful misconduct by MoD.

Liability under this indemnity is conditional on MoD discharging the following obligations. If any third-party makes a claim, or notifies an intention to make a claim, against MoD which may reasonably be considered likely to give rise to a liability under this indemnity (“**Claim**”), MoD shall:

- (i) as soon as reasonably practicable, give written notice of the Claim to the Users, specifying the nature of the Claim in reasonable detail;
- (ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Users (such consent not to be unreasonably conditioned, withheld or delayed) provided that MoD may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Licensee, but without obtaining the Users consent if MoD reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (iii) give the Users and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives, or advisers, and to any relevant assets, accounts, documents and records within the power or control of MoD, so as to enable the Users and its professional advisers to examine them and to take copies (at the Licensee's expense) for the purpose of assessing the Claim; and
- (iv) subject to the Users providing security to MoD to the MoD's reasonable satisfaction against any claim, liability, costs, expenses, damages, or losses which may be incurred, take such action as the Users may reasonably request to avoid, dispute, compromise or defend the Claim.

OR

be deemed to have given to the Users sole authority to avoid, dispute, compromise or defend the Claim.

If a payment due from the Users under this (Protection of the Copyright and the Mark) is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

Nothing in this clause shall restrict or limit the MoD's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

USER RESTRICTIONS

- You may neither modify, decompile, disassemble nor otherwise tamper with or circumvent all or any portion of the DAR Network, in particular, but not limited to, the underlying rules and mechanics of the DAR Network and/or the code of DAR Network, its user interface and/or its operating principles, unless separately agreed in writing.
- You may not reverse engineer any source code that is not open source regarding DAR Network or otherwise attempt in any way to derive or otherwise determine the source code for the operation of DAR Network.
- You may not adapt, reproduce, store, distribute, print, display, publish or create copies or derivative works from any part of DAR Network, the Art or Applications other than in accordance with the License.
- You may not utilize any automated software or "bots" in relation to your access or use of DAR Network or Applications.
- You may not knowingly perform any actions that may cause the computers used to support DAR Network or Applications (the "Servers") to become overloaded or crash.
- You may not use any data gathering and extraction tools or software to extract information from DAR Network or Applications or utilize framing techniques to enclose any of the contents of the DAR Network or Applications.
- Without MoD's written approval, you may not use any of MoD's or DAR Network's logos, trademarks or other proprietary names or graphics. For the avoidance of doubt, this restriction also applies if such uses are made in association with links to DAR Network.
- You may not use any meta tags or other hidden text which incorporate MoD's name or any of its intellectual property including trademarks without MoD's prior written approval.

SUPPORT, UPDATES, ALTERATIONS, DISCONTINUATION

MoD may, but has no obligation to, offer and subsequently amend, alter, suspend or discontinue support services with regard to DAR Network and Applications on such terms as MoD may determine within its sole discretion. At all times, MoD retains the right to use and/or dispose of DAR Network and Applications, at MoD's sole discretion, as MoD deems appropriate, including without limitation the right, without notice, to alter, modify, redesign, suspend or discontinue, at any time, any aspect or feature of DAR Network and/or Applications.

In particular, without limitation, MoD has the right, but no obligation, to maintain, modify and/or update DAR Network and Applications within its sole discretion. MoD may, but has no obligation to, provide technical support in respect of DAR Network and Applications. You acknowledge and agree that such

maintenance, updates, alterations, modifications, redesigns, suspensions, or discontinuations may affect (also including by limiting or terminating) the functionality of DAR Network and Applications.

MoD does not undertake to keep any Dalarnia Tokens, or DAR Network and Applications updated. To the greatest extent permitted by law MoD does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy or currency of information contained in any of the Dalarnia Tokens, DAR Network or Applications or in relation to any posts, including without limitation where such loss or damage is a result of or contributed to by the negligence of MoD.

BREACH AND REMEDIES

You understand and agree that observance of your obligations hereunder is of significant importance to MoD and that, if you breach these Terms, MoD would incur serious losses and other detrimental consequences which might not easily be cured.

If you breach any provision of, or undertaking, under these Terms, MoD shall have the right to seek specific performance in respect of your obligations under these Terms including but not limited to the right to request that you cease and/or desist from committing any breach of such obligations, whether or not this forces you to abandon any commercial activity or not to pursue any opportunities at that time (cease and desist injunction).

MoD has the right to seek interim legal protection to prevent detrimental consequences and effects that cannot easily be remedied or to ensure an effective enforcement of your obligations under this Agreement. In such event, you fully waive any right you may have under applicable laws to request the provision of securities by MoD.

TERMINATION

MoD may terminate this Agreement if, in MoD's sole discretion, MoD determines that there has been a breach of these Terms, a material breach of any other agreement between you and MoD or a violation of law. Upon termination, all licenses granted herein end immediately. You will cease using Dalarnia Tokens and DAR Network and return to us any Dalarnia Tokens you may have in your possession. Termination of these Terms will not relieve you of your obligation to pay any amounts you owe up to and including the date of termination.

We may, at our sole discretion at any time, and for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of the DAR Network. Termination may include, but not be limited to

- (i) removal of your access to, or listing of Dalarnia Tokens on MoD's media properties or platform;
or
- (ii) the deletion of all account information related to DAR Network from MoD's media properties;
and
- (iii) barring any further use of or access to the DAR Network by you.

THIRD-PARTY RIGHTS

Unless it expressly states otherwise, this agreement does not give rise to any rights under the contracts and/or rights of third parties to enforce any term of this agreement. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

ENTIRE AGREEMENT; WAIVER; SEVERABILITY

These Terms, together with the Privacy Policy and the Code of Conduct which is incorporated herein by reference, constitute the entire agreement between you and MoD. The failure of MoD to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

ASSIGNMENT

MoD will at a later date, and is hereby permitted, to assign all of MoD's rights and obligations under these Terms to a future affiliated entity in any jurisdiction. These Terms shall be binding upon and inure to the benefit of the permitted assignee of MoD.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim, arbitration claim, or cause of action you may have arising out of or related to the use of any MoD or Dalarnia Tokens or the DAR Network must be filed within one (1) year after such claim or cause of action arose or be forever barred.

LOSS OF DATA

In the event that any information or data relating to you or your use of any of Dalarnia Tokens, or DAR Network and Applications held by MoD or any third-party on behalf of or in coordination with MoD is lost, corrupted or otherwise no longer reasonably available or accessible as determined by MoD in its sole discretion, you agree that to the greatest extent permissible at law MoD will have no liability to you of any nature relating to any such information or data.

APPLICABLE LAW, JURISDICTION AND DISPUTES

To the maximum extent allowed under applicable laws, these Terms are governed by the substantive laws of Singapore, to the exclusion of its rules of conflict of laws and to the exclusion of international treaties.

Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the existence, breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration in accordance with the SIAC Arbitration rules 2019 at the Singapore International Arbitration Centre (SIAC) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be in English.

All arbitral proceedings all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.