

# TERMS OF SERVICE

## ACCEPTANCE

Pay2Walk or other VBG DeFi Game Application and any services available within the application (the App) is operated by VBG Limited Company (we, our or us). It is available at: valleyex.net (the Site) and may be available through other addresses or channels. By creating an Account and/or using the App you: warrant to us that you have reviewed these Terms and Conditions, including our Privacy Policy (available on the Site) (Terms), with your parent or legal guardian (if you are under 18 years old), and you understand them; warrant to us that you have the legal capacity to enter into a legally binding agreement with us or (if you are under 18 years old) you have your parent's or legal guardian's permission to access and use the Site and they have agreed to the Terms on your behalf; and agree to use the Site in accordance with the Terms. Please read the Terms carefully and immediately cease using the Site if you do not agree to them. You must not create an account and/or place an order for products through the Site unless you are at least 13 years old. If you are a parent or legal guardian permitting a person who is at least 13 years old but under 18 years old (a Minor) to create an account and/or use the Site, you agree to: (i) supervise the Minor's use of the Site and their account; (ii) assume all risks associated with, and liabilities resulting from, the Minor's use of the Site and their account; (iii) ensure that the content on the Site is suitable for the Minor; (iv) ensure all information submitted to us by the Minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the Minor's behalf.

## ACCOUNTS

You are required to create an account in order to use the App and the Site (Account). You must ensure that any personal information you give to us when creating an Account is accurate and up-to-date. In order to use the App and the Site, you will be required to provide your Crypto Currency address when creating your Account.

## USING THE APP

We grant you a non-exclusive, non-transferable (except with our written permission), non-sub licensable (except as otherwise permitted under these Terms), personal and revocable license to access and use the services available on the App and the Site.

Transactions that take place on the App are managed and confirmed via the TRON blockchain. You understand that your TRON public address will be made publicly visible whenever you engage in a transaction on the App. You may be required to download, install or use third party services (such as MetaMask, Coinbase, Google Chrome and the TRON network) in order to use the App or Site, as set out on the Site. You acknowledge and agree that you may not be able to use all features of the App in the event that you do not use these third-party services.

### **BANNED BEHAVIOR**

You agree not to, or to authorize any third party on your behalf to, interact in the App in a manner that is contrary to any rules or guidelines we may impose from time to time, or in a way that we determine, in our absolute discretion, to be cheating, farming, or otherwise acting in a manner that may negatively impact the enjoyment of others in connection with the App. This includes, without limitation, using third party software (by injecting the software into the App or otherwise) to give you or another user an unfair advantage, or to automate aspects of gameplay, creating and using multiple Accounts, sharing your Account, participating in win trading with other users and otherwise acting contrary to the spirit of the App. For clarity, acting contrary to this clause will be considered a material breach of these Terms and may result in suspension and/or termination as set out below.

### **REFERRALS**

From time to time, we may offer incentives to you to refer the App to others (Referral Scheme). If you participate in a Referral Scheme, you agree not to act in any way which allows you to fraudulently, inappropriately or unfairly receive the benefits of a Referral Scheme. This includes, without limitation, sending referral links to yourself and/or creating multiple Accounts. For clarity, acting contrary to this clause will be considered a material breach of these Terms and may result in suspension and/or termination as set out below. Additionally, if you breach this clause, we may withhold any referral payments relating to a Referral Scheme.

### **PURCHASING ITEMS**

You may purchase Items from us (including In-Game Token, Item Packs and others) as set out on the Site and the App. Any purchase from us through the Site or the App is an offer by you to purchase the relevant Item for the price notified (including any charges

and taxes) at the time you purchase the In-Game Token. Each Item Pack will contain a set of 5 probabilistically random In-Game Token. The probabilities of receiving a particular rarity and version are defined by the smart contract and are totally random. The exact numbers of these are transparent and available in our smart contracts. The transaction for the purchase of Item Packs and the Item Pack creation process is managed by specially-developed smart contracts. For clarity, we do not have the ability to manipulate or influence the Item Pack creation process or the transaction. We will release a limited number of initial generation genesis In-Game Token by the smart contracts. We may release additional sets of In-Game Token in the future. Each purchase results in a separate binding agreement between you and us for the supply of the Item in accordance with the Terms. It is your responsibility to check the purchase details, including selected Items and pricing, before you place a transaction through the Site. When you purchase an Item and your transaction has completed the smart contract process, we will provide you with transaction details, which may include an order number, an order ID, the TRON address and a description of what was ordered. Notwithstanding anything to the contrary, we reserve the right to reprint In-Game Token, with the same name and text but with different rarity and artwork, in future releases of In-Game Token.

### **PRICE AND PAYMENTS**

You must pay us the purchase price of each Item you select as set out on the App or Site (plus any applicable taxes and charges (including any Transaction Fees)) (the Price) in accordance with this clause. You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. You must pay the Price using one of the payments methods set out on the Site, which may include Crypto Currency and credit card payments. Any financial transaction you engage in through the App or the Site will be conducted solely through the Blockchain network. We have no insight into or ability to control these transactions (including reversing transactions). You are responsible for paying any relevant transaction fees incurred in relation to the payment method you select when transacting on the App or Site (Transaction Fees). The Transaction Fees will be set out on the App or Site, and may include without limitation an transaction fee or a credit card transaction fee. You are responsible for determining what and paying for, if any, taxes apply to the transactions that take place on the App or Site.

### **COMMUNICATION**

The App may facilitate a Discord communication server, in-game communication and other forums on which you are able to communicate with other App participants. We ask you to limit your discussions to topics which are relevant to the App. You acknowledge and agree that you are not permitted to send any communication which contains foul language, illegal material, defamatory comments, business advertisements, spam, religious debates, comments which incite fear, and/or any form of abuse, insults or personal attacks. We reserve the right to remove any communication which we, in our sole discretion, deem to be inappropriate, and prevent you from further participating in the communication methods outlined above.

## **MARKETPLACE**

The App provides a marketplace for you to buy and sell Items purchased or earned through the App or Site, in addition to Third Party Items (the Marketplace). If you wish to sell an Item or Third-Party Item, you must create a listing with an accurate and complete description of the Item offered for sale (including the price you are selling the Item for) (Listing). If you wish to buy an Item or Third-Party Items, you must follow the instructions provided on the App or Site to purchase the Items set out in the Listing, and pay the purchase price indicated by the seller. You understand that the App provides an introductory platform only, and that our responsibilities are limited to facilitating the user functionality and availability of the App. We are not a reseller of Items. We are not a party to any agreement entered into between a buyer and a seller. We have no control over the conduct of buyers, sellers and any other users of the App. We accept no liability for any aspect of the buyer and seller interaction, including but not limited to the description of Items offered for sale and the delivery of the Item or Third Party Items. We set out a number of payment methods on the App. You may use any of these payment methods to complete a transaction on the Marketplace. We retain a portion of the price paid by the buyer as set out on the App or Site. Limited Payment Collection Agent Where you are selling an Item and a buyer has paid for the Item via credit card, you appoint us as your limited payment collection agent solely for the purpose of accepting the Price for the seller. You agree that payment of the Price by a buyer to us (as your limited payment collection agent) is to be considered the same as payment made directly by them to you and you will provide the purchased Item to the buyer as agreed, as if you had received payment directly from the buyer. We guarantee payment to you only for such amounts that we have successfully received from buyers in

accordance with these Terms. In accepting appointment as your limited payment collection agent, we assume no liability for your acts or omissions.

### **PROMOTIONAL DISCOUNT CODES**

We may from time-to-time issue promotional discount codes for certain Items. To claim the discount, you must enter the promotional discount code at the time of purchasing the Item through the App or Site. The conditions of use relating to promotional discount codes will be specified on the App or Site at the time they are issued.

### **RESTRICTIONS**

You must not access or use the App except as permitted by these Terms and you must not and must not permit any other person to: use the App in any way which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property rights; use the App to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; use the App in any way that damages, interferes with or interrupts the supply of the App; introduce malicious programs into our hardware and software, including viruses, worms, trojan horses and e-mail bombs; use the App to carry out security breaches or disruptions of a network. Security breaches include accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorized to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes); use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the App; or to send any form of harassment via email, or any other form of messaging (such as the messaging features within the App), whether through language, frequency, or size of messages or use the App in breach of any person's privacy (such as by way of identity theft or "phishing"). Items are only to be earned, purchased or sold for the purpose of genuinely interacting with the App. You must not obtain or sell Items for investment purposes.

### **THIRD PARTIES**

You acknowledge and agree that: the provision of the App may be contingent on, or impacted by, third parties, other customers' use of our services, suppliers, other subcontractors (Third Party Inputs); and despite anything to the contrary, to the maximum extent permitted by law, we will not be responsible, and will have no Liability,

for any default or breach of these Terms or law, if such default or breach was caused or contributed to by any Third-Party Inputs. For clarity, Third Party Inputs may include Metamask, Coinbase, Google Chrome and the TRON network. This clause will survive the termination or expiry of these Terms. Intellectual Property Rights Our Intellectual Property All Intellectual Property in the App and that Intellectual Property developed, adapted, modified or created by us or our Personnel (including in connection with these Terms) is and will remain owned exclusively by us or our third-party service providers. You must not, without our prior written consent: copy or use, in whole or in part, any of our Intellectual Property; reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party; reverse assemble, reverse engineer, reverse compile or enhance the App; breach any Intellectual Property Rights connected with the App, including altering or modifying any of our Intellectual Property; cause any of any of our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of our Intellectual Property; resell, assign, transfer, distribute or make available the App to third parties; "frame", "mirror" or serve any of the App on any web server or other computer server over the Internet or any other network; alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the App or Site; Notwithstanding anything to the contrary in these Terms or elsewhere, we may monitor, analyze and compile statistical and performance information based on and/or related to your use of the App or Site, in an aggregated and anonymized format (Analytics). You agree that we may make such Analytics publicly available, provided that it: does not contain identifying information; is not compiled using a sample size small enough to make the underlying data identifiable. We and/or our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content provided in connection with the Analytics, including all Intellectual Property rights in the foregoing.

### **YOUR INTELLECTUAL PROPERTY**

As between you and us, (i) all Data is and remains your property, and (ii) you retain any and all rights, title and interest in and to the Data, including all copies, modifications, extensions and derivative works thereof. License: You grant us a limited license to copy, transmit, store and back-up or otherwise access the Data during the Term solely to: supply the App; diagnose problems with the App; enhance and otherwise modify the

App; develop other services, provided we de-identify the Data; and as reasonably required to perform our obligations under these Terms. General: You must, at all times, ensure the integrity of the Data and that your use of the Data is compliant with all Laws. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all your Data to us and to grant the rights granted to us in these Terms; and (ii) the Data and its transfer to and use by us, as authorized by you under these Terms do not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized in these Terms is not inconsistent with the terms of any applicable privacy policies. We assume no responsibility or Liability for the Data. You are solely responsible for the Data and the consequences of using, disclosing, storing or transmitting it. This clause will survive termination or expiry of these Terms.

## **LIABILITY**

Despite anything to the contrary, to the maximum extent permitted by law: our maximum aggregate Liability arising from or in connection with these Terms will be limited to, and must not exceed the portion of the Price paid by you to us for the Items the subject of the relevant claim; we will not be liable to you in respect of any transactions that take place on the Marketplace; and we will not be liable to you for any Consequential Loss, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability, and you waive and release us from and against, all Liability (whether under statute, contract, negligence or other tort, indemnity, or otherwise) arising from or in connection with any: loss of, or damage to, any property or any injury to or loss to any person; failure or delay in providing the App; breach of these Terms or any Laws; or the Computing Environment, where caused or contributed to by any: (i) event outside our reasonable control; (ii) a fault, defect, error or omission in your Computing Environment or Data; or (iii) act or omission of you, your related parties, Authorized Users, Personnel or any third party (including customers, end users, suppliers, providers or subcontractors), and, in any event, any error, omission or lack of suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the App or Site. To the maximum extent permitted by law, you indemnify and continue to indemnify us against all Liability we suffer or incur arising from or as a consequence of a breach of Intellectual Property Rights and/or your use of the App

contrary to these Terms. Certain legislation, including the United Kingdom Consumer Law (UKCL) in the Competition and Consumer Act 2010 (CTH), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the App which cannot be excluded, restricted or modified (Statutory Rights). Nothing in these Terms attempts to exclude, restrict or modify your Statutory Rights as a consumer under the UKCL. Any and all other warranties or conditions which are not guaranteed by the UKCL are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms. You acknowledge and agree that: you use the App and any associated programs and files at your own risk; the technical processing and transmission of the App, including your Data, may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices; we may use third party service providers to host the App. If the providers of third party applications or services cease to make their services or programs available on reasonable terms, we may cease providing any affected features; the App may use third party products, facilities or services. We do not make any warranty or representation in respect of the third party products, facilities or services; we do not guarantee that any file or program available for download and/or execution from or via the App is free from viruses or other conditions which could damage or interfere with Data, hardware or software with which it might be used; we are not responsible for the integrity or existence of any Data on the Computing Environment, network or any device controlled by you; and we may pursue any available equitable or other remedy against you if you breach any provision of these Terms. This clause will survive termination or expiry of these Terms.

## **TERMINATION**

You may terminate these Terms at any time by cancelling your Account and ceasing to use the App. If you breach these Terms, we may immediately suspend access to your Account. You will have an opportunity to appeal the suspension by contacting us. We may also terminate these Terms if you have breached a material term of these Terms and has failed to remedy such breach within 3 Business Days of receiving notice to do so, subject to any other express right of termination. On termination of these Terms, you may no longer have access to the App and information that you have posted to the App or in relation to your Account (including any Items). The accrued rights, obligations and

remedies of the Parties are not affected by the termination of these Terms. This clause will survive termination or expiry of these Terms.

## **GENERAL**

**Functionality:** We reserve the right at any time and from time to time to change or remove features of the App. **GST: Taxable supply:** If GST is payable on any supply made under these Terms, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under these Terms and must be paid in addition to the consideration expressed elsewhere in these Terms, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply. **Adjustment events:** If an adjustment event arises in respect of any supply made under these Terms, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued (if required), and any payments to give effect to the adjustment must be made. **Payments:** If the recipient is required under these Terms to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is entitled to. **GST terminology:** The terms "adjustment event", "consideration", "GST", "input tax credit", "recipient", "supplier", "supply", "taxable supply" and "tax invoice" each has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (CTH). **Disputes:** Any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be London, United Kingdom. The language of the arbitration shall be English. The number of arbitrators shall be one. **Notices:** We may provide you with notices (including, without limitation those regarding changes to these Terms) by email, or postings on the App. You may provide us with notices through the App. **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a Party from exercising that power or right or any other power or right. A waiver must be in writing. **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or

enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions. Assignment: We may assign, transfer or otherwise deal with all or any of its rights or obligations under these Terms without your prior written consent. Amendment: We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Site or App. We recommend you check our App and Site regularly to ensure you are aware of the current Terms. Governing law: These Terms are governed by the laws of United Kingdom. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in United Kingdom and any courts entitled to hear appeals from those courts and waive any rights to object to proceedings being brought in those courts. The App may be accessed in United Kingdom and overseas. We make no representation that the App complies with the laws (including Intellectual Property laws) of any country outside of United Kingdom. If you access the App from outside United Kingdom, you do so at your own risk and are responsible for complying with the laws in the place you access the App. This clause will survive termination or expiry of these Terms.

## **DEFINITIONS**

Unless the context otherwise requires, the following words will mean: UKCL has the meaning given above; Item Pack means a collection of 5 In-Game Token (or another number of In-Game Token as set out on the Site), created in accordance with these Terms; Business Day means a day which is not a Saturday, Sunday or bank or public holiday in London. Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services; Consequential Loss includes any indirect, incidental or consequential loss, loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any remote, abnormal or unforeseeable loss, loss of use and/or loss or corruption of data or any loss or damage relating to business interruption, or otherwise, suffered or incurred by a person, arising out of or in connection with these Terms (whether involving a third party or a Party to these Terms or otherwise); Data means the information, documents and other data inputted by you stored by the App or on the Site or generated by the App as a result of your use of the App; Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered

trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, customer names or internet domain names; Our Intellectual Property includes the visual interfaces, graphics (including without limitation, all art and drawings associated with them), designs, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data and all other elements of the App and Site; Item means In-Game Token, Item Packs, and any other digital items (including cosmetic items) that are available for use within the App; Laws means acts, ordinances, regulations, rules, code and by-laws of the Commonwealth or any state or territory and includes the Privacy Act and the Spam Act 2003 (CTH); Liability means any loss, liability, cost, payment, damages, debt or expense (including reasonable legal fees); Party means either party to these Terms; Personnel means, in relation to a Party, the officers, employees, contractors, sub-contractors and agents of that Party; Privacy Act means the Privacy Act 1988 (CTH); Statutory Rights has the meaning given above; and Third Party Items means digital items for third party applications that have been approved for sale by us.

## **INTERPRETATION**

In these Terms, unless the context otherwise requires: the singular includes the plural and vice versa; headings are for convenience only and do not affect interpretation; a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time; if any act which must be done under these Terms is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day; the word "month" means calendar month and the word "year" means 12 months; the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient; a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time; includes and similar words mean includes without limitation; a reference to \$ or dollar refers to the currency of United State of America or USD from time to time; a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body; and no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it.

**NOTICE REGARDING APPLE**

To the extent that you are using or accessing our App on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (Apple), and Apple is not responsible for the App and any content available on the App. Apple has no obligation to furnish you with any maintenance and support services with respect to our App. If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility. Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: product liability claims; any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using our mobile application. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and you are not listed on any U.S. Government list of prohibited or restricted parties.