

Darways Technologies Terms of Service

Hello there! We're excited that you've decided to play Billionaires Show, our first game created for educational and entertainment purposes! Before you start, please take some time to read these Terms of Service (the "**Terms**"). These Terms govern your use of our website located www.darways.co ("**Site**"), our virtual reality games (including BILLIONAIRES SHOW) ("**Games**") and our services accessible via our Site and Games. To make these Terms easier to read, the Site, our Games and our services are collectively called the "**Services**." By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services. Enjoy!

1. Arbitration, Class Actions, Damages and Refunds.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT INSTALL, COPY, OR USE THE SERVICES. WITH LIMITED EXCEPTION (SEE SECTION 5), ANYTHING YOU PURCHASE FROM US IS NON-REFUNDABLE.

2. Changes to Terms or Services. We reserve the right to update these Terms at any time. If we do, the updated Terms will be communicated to you in accordance with Section 15(d). You must agree to these updates to continue using the Services. If you don't agree to be bound by the updated Terms, then, except as otherwise provided in Section 14(h) "Effect of Changes on Arbitration," you may not use the Services anymore. Since our Services are evolving over time we may also change or discontinue all or any part of the Services, at any time and without notice. We reserve the right to unilaterally deploy patches, updates, or upgrades to the Services.

3. Who May Use the Services and How?

(a) **Eligibility.** You may use the Services only if you are 13 years or older, capable of forming a binding contract with Darways Technologies, and are not barred from using the Services under applicable law.

(b) **Game Platforms.** You are accessing our Games through certain software providers which may also act as a download agent, which includes, but is not limited to, platforms like PSVR, Steam and Oculus ("**Game Platforms**"). To access, purchase or download our Games through a Game Platform, you must create an account with that Game Platform (a "**Gaming Account**") and you

acknowledge and agree that the Game Platform's terms and conditions may apply to your use of the Game Platform, your Gaming Account, and your use of our Services through the Game Platform. In the event of any conflict between any Game Platform's terms and conditions and these Terms, these Terms will take priority.

(c) Your Account. When you access our Services through a Game Platform, we will receive certain information about you from your Gaming Account, as described in our Privacy Policy. We may use this information to create an account for your use of our Services, which you may supplement with additional information through the functionality of the Services (an "**Account**").

(d) Accuracy of Account Information. It's important that you ensure that your Account information is accurate, complete, and up-to-date, including by updating the relevant information through your Gaming Account. If you don't, we may suspend or terminate your Account.

4. Darways Content.

(a) Darways Content. For purposes of these Terms, "**Content**" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services. Darways and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights.

(b) In-Game Content. We may offer certain upgrades, add-ons, features, and other options, or in-game currency, within and via the Services ("**In-Game Content**"). In-Game Content may include, for example, virtual currency, the logo that you sponsor, the photo that you sponsor through the game, or other items that may improve your in-game experience. In-Game Content may also include access to quests or challenges that allow you to unlock additional rewards. We may offer access to In-Game Content as part of a special event or "season," and these special events and seasons may be subject to additional terms and conditions. You may purchase access to certain In-Game Content, or receive access to In-Game Content in connection with a purchase, as described below in Section 5. You may also be able to obtain certain In-Game Content without purchase, such as through an event or through gameplay. All In-Game Content is Darways Content, and any In-Game Content you access or use through our Services remains the property of Darways. In-Game Content has

no monetary value and is not redeemable or refundable for any “real world” money or anything of monetary value. You cannot transfer, sell, or exchange In-Game Content.

Your access to and use of In-Game Content is subject to the license terms and restriction set forth in these Terms, and we may revoke your license to such In-Game Content at any time consistent with these Terms with no liability to you. Additional restrictions may apply to your use of In-Game Content, including any restrictions related to the functionality of the Games or that may be communicated to you separately via the Games or our other Services such as direct email. To the extent allowed by law, we may in our sole discretion modify, substitute, replace, suspend, cancel or eliminate any In-Game Content, including your ability to access or use In-Game Content, without notice or liability to you.

(c) License Keys. We may offer for purchase or otherwise make available unique keys that you can use to access our Games through a Game Platform (a “**License Key**”). License Keys are personal to you, and may not be transferred or sold. If we reasonably believe that you have engaged in fraud or otherwise violated these Terms, we may disable a License Key, or otherwise revoke your rights to use our Games in connection with a License Key. License Keys are not redeemable for money or anything with monetary value.

(d) Streaming. We welcome and encourage you to stream your experiences with our Games provided you: (i) limit such streaming to non-commercial purposes; (ii) do not charge a fee for viewing or access to your streamed content; (iii) maintain your stream within the “T” guidelines of the ESRB (e.g., no swearing or nudity) or similar rating boards; and (iv) clearly indicate when your stream is being sponsored by including the persistent text “Sponsored By _____” (inserting your sponsor’s name) in your stream.

5. Payments. When you purchase access to our Games through a Game Platform, or a License Key, or In-Game Content (each, a “**Transaction**”), you expressly authorize the Game Platforms (or the Game Platforms’ third-party payment processors) to charge you for such Transaction. They may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, “**Payment Information**”). You acknowledge and agree that the Game Platforms’ terms and conditions may also apply to your Transaction. When you initiate a Transaction, you authorize

the Game Platforms to provide your Payment Information to third parties so they can complete your Transaction and charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). SUBJECT TO THE REFUND POLICY OF THE RELEVANT GAME PLATFORM, YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR PURCHASE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, the Game Platforms reserve the right to cancel your Transaction for any reason and, if they cancel your Transaction, they will refund any payment you have already remitted to them for such Transaction.

6. Beta Testing. From time to time, we may offer a beta version of our Services (“**Beta**”). Betas are not guaranteed to work properly and may cause malfunctions or other issues with your computer or other device or system. When you use a Beta, you acknowledge and agree to the following additional terms: (a) Darways may automatically delete or modify any software, data, Content, or other materials or information related to the Beta, including those stored on your computer, for any reason at any time; (b) Darways may discontinue or terminate your access to a Beta at any time, which would render your Beta unplayable or unable to function properly; (c) if Darways discontinues or terminates a Beta, you will delete any local instance of the Beta on your computer and all Content, data, materials and other information you received from Darways in connection with the Beta; (d) you will have no rights to any compensation based on your participation in a Beta; and (e) your participation in a Beta does not entitle you to receive access to the full commercial version of the Game or other portion of our Service, and you may be required to separately purchase the full commercial version.

7. General Prohibitions and Darways Enforcement Rights.

You agree not to do any of the following:

(a) use the Services for commercial purposes (such as virtual reality arcades) without Darways prior consent or unless specifically permitted by these Terms;

(b) engage in any conduct that we deem objectionable (i.e., cheating), violent, or discriminatory, or that may disrupt another user's enjoyment of the Services, including by harassing other users (i.e., "trolling");

(c) remove or bypass any measure that prevents misuse of the Services;

(d) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;

(e) collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(f) violate any applicable law or regulation; or

(g) encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements.

8. Links to Third Party Websites or Resources. The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

9. Termination. We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you.

10. Warranty Disclaimers.

(a) Disclaimers with Respect to Our Services and Content. THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

(b) Disclaimers with Respect to Third-Party Hardware. Our Services, including our Games, may require the use of third-party hardware, including headsets or sensors (e.g., Oculus Rift or HTC Vive hardware products) ("**Third-Party Hardware**"). You acknowledge and agree that Darways is not responsible for Third-Party Hardware, including any damages or malfunctions that arise from your use of our Services in connection with such Third-Party Hardware. You acknowledge and agree that you are solely responsible for reading any warnings or instructions provided with Third-Party Hardware, and for ensuring that your use of our Services, including our Games, complies with such instructions.

11. Indemnity. You will indemnify, defend, and hold harmless Darways and its officers, directors, employees, agents, contractors, and other representatives from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, or (ii) your violation of these Terms.

12. Limitation of Liability.

(a) NEITHER DARWAYS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DARWAYS OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS

FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) USE OF VIRTUAL REALITY SOFTWARE, INCLUDING OUR GAMES, AND ANY THIRD-PARTY HARDWARE MAY AFFECT HEART AND BREATHING RATE, CAUSE UNINTENDED SIDE EFFECTS SUCH AS MOTION SICKNESS OR DISORIENTATION, OR AGGRAVATE PRE-EXISTING MEDICAL CONDITIONS. YOU EXPRESSLY WAIVE DARWAYS LIABILITY FOR RISKS INHERENT IN THE USE OF VIRTUAL REALITY SOFTWARE, AND DARWAYS WILL NOT BE LIABLE TO YOU FOR ANY CAUSE OF ACTION OR UNDER ANY THEORY OF LIABILITY ARISING FROM SUCH RISKS.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DARWAYS AND YOU.

13. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, “**Disputes**”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Darways agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Darways are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Location of Arbitration. If you are a resident of the United States, any arbitration will take place in your country of residence, to the exclusion of all other venues.

(c) Exceptions. As limited exceptions to Section 14(a) above, the following Disputes can be resolved in court and need not be resolved through arbitration: (i) any Dispute that can be resolved in small claims court (if it qualifies); and (ii) any Dispute involving the infringement or misappropriation of our intellectual property rights.

15. General Terms.

(a) **Entire Agreement.** These Terms and any other document referred to in these Terms constitute the entire agreement between Darways and you regarding the Services and Content. These Terms supersede and replace any and all prior oral or written understandings or agreements between Darways and you regarding the Services and Content.

(b) **Severability.** To the extent the applicable law permits, the provisions of these Terms will be interpreted to the maximum extent possible. If any of the provisions in these Terms are held unenforceable, the remaining provisions will not be affected.

(c) **No assignment.** You may not assign or transfer these Terms to another person.

(d) **Notices.** Any notices or other communications provided by Darways under these Terms, including those regarding modifications to these Terms, will be given (at our sole discretion): (i) via email; (ii) within the Game itself, or (ii) by posting on our Site.

(e) **No Waiver.** Both parties' actions and / or inactions will not create any other rights under these Terms except as what is explicitly written in these Terms. Darways failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Darways. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

16. Contact Information. If you have any questions about these Terms or the Services, please contact Darways Technologies at contact@darways.co