

## Terms of Service

Last updated on Sep 28, 2023

*Upland is a metaverse mapped to the real world featuring an open economy powered by blockchain technology. Please carefully review these Terms of Service, which set out important conditions and restrictions regarding your access to and use of the game.*

These Terms of Service (“**Terms**”) govern your use of the services provided by Uplandme, Inc. (“**we**”, “**us**”, “**our**”, or “**Company**”), including without limitation our website, landing pages mobile or web applications, nft portal, or other digital products that link to or reference these Terms (collectively, the “**Services**”). These Terms are a binding legal agreement between you or the entity you represent (“**you**”) and Company. In these Terms, “**you**” and “**your**” refer to you, a user of the Services. A “**user**” is you or anyone who accesses, browses, or in any way uses the Services. These Terms govern your access to, use of, and interaction with the Company including any content, functionality, and services offered on or through the Company.

**Please be aware that these Terms include, among other things, a binding arbitration provision that requires you to submit to binding and final arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.** Please see Section 18 below.

The Services are offered and available to users who are 18 years of age or older. By accessing or using the Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use The Services.

These Terms refer to our [privacy policy](#) (“**Privacy Policy**”), hereby incorporated by reference, which also applies to your use of the Services and which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

**Please read these Terms carefully, as they may have changed.** Though your access and use of the Services is governed by the Terms effective at the time of your usage, please note that we may revise and update these Terms from time to time at our discretion [without prior notice]. When we make changes, the updated Terms will be made available on our website and update the “Last Updated” date at the beginning of these Terms accordingly. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made (or such later date as we may inform you), and your continued access to or use of the Services after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you must not access or use the Services. If we make material changes to these Terms, we will notify you by email or by posting a notice on our website prior to the effective date of the changes. These Terms are to ensure that you will use the Services only in the ways in which we intend for them to be used.

### **By accessing or using the Services:**

- You acknowledge that you have read, understood, and accept these Terms and any additional documents or policies referred to in or incorporated into these Terms, whether you are participating as a guest or as a registered user;

- If these Terms have materially changed since you last accessed or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed Terms;
- You represent and warrant that you are at least eighteen (18) years of age and have the right, authority, and capacity to enter into these Terms, either on behalf of yourself or the entity that you represent; and
- You consent to receive communications from us electronically, and you agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing.

## **1. Accessing the Services.**

We grant you permission to access and use the Services subject to the restrictions set out in these Terms and in notifications elsewhere in the Services, all of which are hereby incorporated by reference. It is a condition of your use of the Services that the information you provide is correct, current, and complete. Your use of the Services is at your own risk, including the risk that you may be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. You are responsible for making all arrangements necessary for you to have access to the Services. We may suspend your ability to use certain portions of the Services, for any or no reason, and without notice or liability of any kind. You agree that we are not obligated to provide any refund in the event that your account is suspended from the Services, for any reason. Without limiting our right to suspend a user pursuant to these Terms, we reserve the right to suspend the account of any user of the Services who has been notified of infringing activity. Suspension of any or all Services will not affect your ownership rights in any NFTs that you already own, but you will not receive a refund of any amounts you paid to us or any third party while using the Services.

## **2. Account Registration and Account Security.**

Some or all of the Services and certain features or functionalities may require you to register an account with us. When you do, we may ask you to provide certain registration details or other information about yourself. All such information is subject to our [Privacy Policy](#).

You hereby authorize the Company to create an EOS account on your behalf that will be integrated with your Upland user account. Once you have an account, you are responsible for all activities that occur in connection with your account. You will treat your account access credentials as confidential and will not disclose them to any third-party. You agree to immediately notify us if you have any reason to believe that your account credentials have been compromised or if there is any unauthorized use of your account, password, or any other breach of security prior to initiating a chargeback or refund. We ask that you use particular caution when accessing your profile from a public or shared computer, or when using your account in a public space - such as a park or cafe or public library - so that others are not able to view or record your access credentials or other personal information. We encourage you to use a unique password with Upland, a password manager, and 2 factor authentication.

You may not impersonate someone else to create an account or through your user name, create or use an account for anyone other than yourself, permit anyone else to use your account, or provide personal information for purposes of account registration other than your own. You are prohibited from using

multiple accounts for the same Service of the company. In order to ensure we can protect and properly administer the Services and our community of users, the Company has the right to put your account into “jail” within the Upland metaverse and exclude you temporarily, partially, or completely from the Services and to sanction some or all of your transactions. Please also make yourself familiar with Upland’s “Laws of Fair Play.”

You are not allowed to set a username that includes names of any members of the company, offensive language, hate speech, domain names or URLs of copyright-protected names. Company reserves the right without notice, explanation or liability to:

- Restrict or remove your ability to freely set a Username;
- Disallow any specific Username;
- Edit any specific Username

### **3. Prohibited Activities.**

You may use the Services only for lawful purposes and in accordance with these Terms. We are under no obligation to enforce the Terms on your behalf against another user. We encourage you to notify us if you believe another user has violated the Terms or otherwise engaged in prohibited or illegal conduct.

- You may not sell, trade or transfer your user account for the Services.
- You may not sell, trade or transfer any virtual properties or other virtual items (NFTs - Non Fungible Tokens) acquired through the Services on consumer platforms or via direct transactions with other stakeholders without paying the respective community pool transaction fees; provided that you may offer and sell NFTs representing virtual properties and other assets on token marketplaces via the company’s built-in import and export feature (“NFT portal”). You may not engage in ‘wash-trading’, i.e. any transaction or series of transactions intended to transfer excess value to another user or artificially inflate the value of any user account.

You agree not to, and will not assist, encourage, or enable others to use the Services:

- For any commercial purpose, except as expressly permitted under these Terms;
- To violate any applicable national, regional, federal, state, local, or international law or regulation;
- To transact from or within an OFAC-Sanctioned country or any country sanctioned by the United States Department of Treasury;
- To create, send, knowingly receive, display, transmit, upload, download, use, or reuse any material that:
  - Is or may be illegal, such as piracy, criminal activity, terrorism, obscenity, child pornography, and illegal drug use;
  - Contains any material that in our sole discretion is, defamatory, obscene, pornographic, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or that could harm, harass, promote or condone violence against, or that is primarily intended to incite hatred

of, animals, or individuals or groups based on race or ethnic origin, religion, nationality, disability, gender, age, veteran status, or sexual orientation/gender identity;

- o Contains someone else's private or confidential information without permission;
  - o Infringes any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person;
  - o Violates or assist in the violation of legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms and/or our Privacy Policy;
  - o Is likely to deceive or confuse any person; or
  - o Promotes or could be construed as primarily intended to evade the limitations above.
- To violate these Terms or any other rules or policies posted by us, including our Game Rules;
  - To reverse engineer any portion of the Services;
  - To modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Services, except as expressly authorized by Company;
  - To remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services;
  - To use any robot, spider, or other automatic device, process, or means to access the Services for any purpose unless agreed in writing by a company staff member;
  - To record, process, harvest, collect, or mine personal information about other users.
  - To use the Services to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature (collectively, "**Viruses**");
  - To disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or the Sites;
  - To transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - To use the Services to violate the security of any computer network, crack passwords or security encryption codes;
  - To remove, circumvent, disable, damage, or otherwise interfere with any security-related features or other restrictions of the Services;

- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services;
- To trespass, or in any manner attempt to gain or gain access to any real-life property or location where you do not have a right or permission to be;
- To engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind;
- To attack the Services via a denial-of-service attack or a distributed denial-of-service attack any other form of attack; and
- Otherwise to attempt to interfere with or alter the proper working or normal behavior of the Services by, including without limitation:
  - Sharing accounts with other users including co-mingling of assets with a spouse;
  - Using any techniques to alter or falsify a device's location to avoid OFAC and/or other sanctions (for example through GPS spoofing, device masking, VPN or proxy use, etc.); and
  - Engaging in any other form of cheating in a way that disrupts the Services and/or use tools that give an unfair advantage.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing thirty (30) days' prior written notice to us at [legal@upland.me](mailto:legal@upland.me), together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion. If you engage in any of the prohibited activities set forth above, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account and/or delete, revoke, or modify, in our discretion, your access to the Services, including sending your block explorer to the "jail" of the metaverse with possible penalties, fines and other restrictions to access the Services.

**4. IP Ownership.** We and/or our licensors own the Services and all of our trademarks, logos, branding, and any other Content that we create in connection with the Services ("**Company Content**"), including proprietary rights of every kind and nature however denominated throughout the world, registered or unregistered, associated with such Company Content and the Services (collectively, "**Company IP**"). Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Company IP are retained by us and/or by our licensors. You may create original works of authorship based on the Upland.inc brand assets solely to the extent that in creating such work(s) of authorship you comply with the brand guidelines published on [www.upland.me](http://www.upland.me).

**Partner IP.** All FIFA and FIFA World Cup Qatar 2022 NFTs are usable in connection with the Upland Metaverse; and owners of FIFA and FIFA World Cup Qatar 2022 NFTs are not entitled to use the [FIFA Materials] in any way other than as an inseparable part of any FIFA NFT; Owners of FIFA NFTs may use and display the owned FIFA NFTs solely for the following purposes: (a) for your own personal, non-commercial use on the App; or (b) to the extent a transfer is required for the purpose of a sale or trade in accordance with these Terms.

**We are not responsible or liable to any third party for the content or accuracy of any materials posted by you or any other user of the Services.** You understand that when using the Services, you will be exposed to text, images, photos, audio, video, location data, and all other forms of data or communication (“**Content**”) from a variety of sources and that Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. Content includes, for example, usernames and avatar images, in-app communications and chats, Metaventure, Showroom, experiences, apps within the Upland metaverse or connected to it through third-party developer tools, official and unofficial channels on social media. We do not endorse any Content made available through the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with such Content.

## **5. Responsibility for Your Content.**

You understand and acknowledge that you alone are responsible for the Content that you submit or transmit to, through, or in connection with the Services that you publicly display or displayed in your account profile (collectively, “**Your Content**”), and you, not Company, assume all risks associated with Your Content, including anyone’s reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in Your Content that makes you or anyone else personally identifiable. We have no duty to store copies of Your Content for future availability to you or any user except as otherwise provided under these Terms. You represent that you own or have the necessary rights, consents, and permissions to use and authorize the use of Your Content as described herein. This includes user names and avatar images (such as Block Explorers). You may not imply that Your Content is in any way sponsored or endorsed by the Company. You represent and warrant that Your Content does not violate these Terms. We reserve the right to remove Your Content, in whole or in part, without prior notice, for any reason or for no reason at all, or to edit, modify, moderate, re-format, change or otherwise remove all or part of the descriptions, comments and/or annotations that you and/or third parties add and/or make in relation to Your Content in any manner that we may determine, whenever we deem it appropriate. We also reserve the right to decide whether Your Content is appropriate and complies with these Terms.

### **A. Copyright Infringement and Digital Millennium Copyright Act.**

We respect the intellectual property rights of others, and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act (“**DMCA**”) and other applicable law, in appropriate circumstances and in our sole discretion, we may terminate the rights of any user to use the Services (or any part thereof) who infringes the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone infringing on your rights, please provide the following information to the “Copyright Agent”:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Services;
- Your address, telephone number, and email address;

- A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, and/or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

All notices of copyright infringement claims should be sent to our Copyright Agent at [legal@upland.me](mailto:legal@upland.me).

## **B. Our Right to Use Your Content.**

You hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Pursuant to this grant, you agree that we may use Your Content in a number of different ways, including by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, and distributing it. Please note that you also irrevocably grant the users of the Services the right to access Your Content in connection with their use of the Services. Finally, you irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of moral right or attribution with respect to Your Content. By “**use**” we mean use, make, have made, sell, offer for sale, import, practice, copy, publicly perform and display, reproduce, perform, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content. We are not and shall not be under any obligation, except as otherwise expressly set forth in these Terms or our other policies, (1) to maintain Your Content in confidence; (2) to pay you any compensation for Your Content; (3) to credit or acknowledge you for Your Content; (4) to respond to Your Content; or (5) to exercise any of the rights granted herein with respect to Your Content.

## **6. Purchases and Sales.**

- **UPX.** You may use fiat and crypto currency to purchase UPX in-game currency, which may then be used to complete purchases of virtual properties and other digital products or NFTs within the Services (“**Virtual Transactions**”). You represent and warrant that all information you provide in connection with the purchases of UPX is true and accurate. Company is not responsible for fulfilling any purchase of UPX for which you provided information that is deceptive or incomplete, as determined by Company.
- **Virtual Transactions.** If you choose to make Virtual Transactions in the Services, such Virtual Transactions will be conducted and managed via blockchain technology. Your Upland EOS account will be made publicly visible when you engage in transactions using UPX. We will have no control over Virtual Transactions between users, nor are we able to reverse or refund any transactions between users, or return digital products. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of Virtual Transactions.
- **Sale of Properties for Fiat Currency.** We may offer you the ability to sell your Upland virtual properties and other digital assets to other users in exchange for fiat currency. Proceeds are

currently payable only in US Dollars and are processed through payment processing service [Tilia](#). **Receipt of real-world fiat currency requires compliance with applicable laws, which may include anti-money-laundering (AML) and “know-your-client” (KYC) regulations. You will be required to provide personal information in order to receive fiat currency, and may be required to upload documents to verify your identity.** YOU AGREE THAT ANY CLAIMS WITH RESPECT TO THE SERVICE PROVIDED BY TILIA, INCLUDING COLLECTION AND HANDLING OF PERSONAL INFORMATION, WILL BE GOVERNED SOLELY BY TILIA’S TERMS OF SERVICE (<https://www.tiliapay.com/legal/tos/>) AND PRIVACY POLICY (<https://www.tiliapay.com/legal/privacy/>), AND COMPANY WILL HAVE NO LIABILITY TO YOU WITH RESPECT THERETO.

- **Sale of NFTs.** We may offer NFTs themed on events and/or real/fictional characters. We may also introduce or alter existing features that pair with this NFT within the Upland metaverse. We reserve the right to alter related features to better fit our vision of how these NFTs fit the theme before, during, and after the sale of the NFT as we see fit. Information provided about the odds of obtaining a NFT after a sale, whether sold as a standalone item or within a pack of multiple items, are subject to change at any time without notice and is in no way a guarantee of what will be sold to the customer.
- **UPX Fees.** You authorize an UPX contribution (“UPX FEES”) to be collected based on the total value of each Virtual Transaction and allocated to Upland’s Community Pool. The standard commission is currently 10% of the value of the applicable Virtual Transaction and shall be paid for by seller and purchaser, where each will pay 5%. These fees are subject to change without notice

BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT ALL PURCHASES OF UPX, SPARK, VIRTUAL PROPERTIES AND OTHER VIRTUAL ASSETS ARE FINAL. COMPANY SHALL NOT BE REQUIRED TO REFUND AMOUNTS PAID UNDER ANY CIRCUMSTANCES.

**7. Simulated Businesses within the Services.** The Services may allow you to establish simulated businesses within the platform. If you choose to establish such a simulated business, you acknowledge and agree that there is no assurance that any such business will generate positive returns. In no event will any such fee paid to the Company be refundable. You acknowledge that UPX are not exchangeable directly for real-world fiat currency, and therefore any “profits” generated by a simulated business will not be directly convertible to real-world fiat currency. The Company is under no obligation to facilitate your conversion of any “profits” from a simulated business. UPX Fees may be applied to simulated business transactions.

## **8. Links to other Sites.**

The Services may contain links and features that enable you to access other third-party websites or services (“Third-Party Services”) that are not owned or controlled by us. Such Third-Party Services are governed by their own terms of use. We do not control Third-Party Services, and we are not responsible for the contents and security of any linked site, experience of application. A link does not imply endorsement of, sponsorship of, or affiliation with the Third-Party Services by us. Please exercise caution before proceeding to any Third-Party Services or entering into any transaction with third parties linked to from the Services. The company may in no circumstances be held liable for the technical availability of



Third-Party Services, the content, advertising, products and/or services available on Third-Party Services, or any transactions that take place between a user and Third-Party Services whom the user has been directed via the Services. The Company may in no circumstances be a party to any disputes whatsoever between you and third parties concerning Third-Party Services. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies of such websites. These are the sole Terms of Service and any other description of terms on Service's website are for reference only.

#### **9. No Guarantee of Service.**

Although we hope to make the Services available at all times in the future, there may be times when we need to disable the Site either temporarily or permanently. The Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability. Also, from time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. We cannot and do not make any representations or warranties with respect to the devices you use to access or use the Services, including with respect to device compatibility.

#### **10. Acknowledgements.** Your hereby acknowledge and agree to the following:

- The Services contain location-based features, which means that you will be able to access the Services with your mobile phone in real-world locations. Your use of the Services is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as necessary for any injuries that you may incur while using the Services. The Company is not responsible for the security of your tablet, laptop, cell phone, or any device connected.
- In the event that you have a dispute with one or more other users of Services, you hereby release the Company (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- ACQUIRING OWNERSHIP OF A VIRTUAL PROPERTY THROUGH THE SERVICES DOES NOT RESULT IN ACQUISITION OF ANY RIGHTS RELATED TO SUCH PROPERTY IN THE REAL WORLD. THE SERVICES ARE A VIRTUAL WORLD WITH PROPERTY ADDRESSES CORRESPONDING TO REAL-WORLD PROPERTIES, BUT DOES NOT CONFER ANY RIGHT, TITLE OR ANY OTHER PROPERTY CLAIM IN THE REAL WORLD.
- We provide no assurance that you will have the ability to sell (for fiat currency, cryptocurrencies or UPX) or trade Upland virtual properties or other assets you may acquire in the Services. We may from time-to-time limit or prohibit removal of virtual properties or other assets from the Services. If we offer any of the foregoing functionalities from time to time, we may discontinue them at any time without notice or liability to you.
- Any balance of UPX does not reflect any stored value and you agree that UPX has no real-world fiat currency monetary value and does not constitute real-world fiat currency or property of any type. UPX may be used only towards Virtual Transactions, and cannot be sold, transferred or

exchanged for real-world fiat currency, real-world goods or real-world services, from us or anyone else.

- Any in-game mechanics for rewards, earnings or distribution of UPX and/or SPARK may be subject to change at the sole discretion of the Company. This includes but is not limited to changing the requirements for and amounts of Virtual Property and Collections Earnings, Treasure Hunting, Level-Ups, Sales and Metaventure mechanics.
- WE OFFER VIRTUAL PROPERTIES AND VIRTUAL ASSETS IN THE SERVICES TO USERS TO PURCHASE ON A FIRST COME-FIRST SERVED BASIS. ONCE A VIRTUAL PROPERTY OR ASSET HAS BEEN PURCHASED BY A USER IN THE SERVICES, COMPANY NO LONGER HAS ANY VIRTUAL OWNERSHIP OF THIS VIRTUAL PROPERTY.
- You may not manipulate the economy of the Services in such a way that it could collapse or fluctuate in an undesirable manner. If you do so, the Company has the right to suspend your account or exclude you from using all or part of the Services.
- Except for income taxes of Company, you will be solely responsible to pay any tax duties, levies or assessments whenever claimed or imposed by any governmental authority (collectively “**Taxes**”) associated with your access of the Services (including, without limitation, any Taxes that may become payable as the result of your “ownership,” transfer, or development of any virtual property in the Services).
- Further User Ownership Acknowledgements for FIFA NFTs. For the sake of clarity, you understand and agree: (a) that a FIFA NFT is separate from the [Media], (b) that your purchase of a FIFA NFT does not give you any rights or licenses in or to the App Materials (including, without limitation, our and our licensors’ copyright in and to the associated [Media]) other than those expressly contained in these Terms; (c) that you do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, or otherwise commercialize any elements of the App Materials (including, without limitation, any [Media]) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion; and (d) that you will not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.
- **User License to Media for FIFA NFTs.** Subject to your continued compliance with these Terms, we grant you, for so long as you Own the [Purchased FIFA NFT(s)], a worldwide, non-exclusive, non-transferable (except as expressly set forth below), non-sublicensable, royalty-free license to use and display the [Media] for your [Purchased FIFA NFTs], solely for the following purposes: (a) for your own personal, non-commercial use on the App; or (b) to the extent a transfer is required and effectuated pursuant to Section 4(viii), as part of a marketplace that permits the purchase and sale of your [Purchased FIFA NFTs], provided that the marketplace cryptographically verifies each FIFA NFT owner’s rights to display the [Media] for their [Purchased FIFA NFT] to ensure that only the actual owner can display the [Media].

**11. SPARK and SPARKLET Acknowledgements.** You hereby acknowledge and agree to the following:

- The Upland game mechanics depend upon our maintenance of the game economy so as to properly incentivize creation and use of game assets in a way we believe will provide our users with a pleasurable and entertaining experience. Accordingly, we may vary the amount of “Spark Hours” and other resources required to create any particular digital asset that may be used within the game and the value of SPARK may change (potentially dramatically) based on decisions we make in furtherance of game mechanics. Accordingly, the real-world value of SPARK (and SPARKLET) may fluctuate for reasons that may appear arbitrary and are unconnected with any concern for the real world-value of SPARK. We are facilitating the ability of holders of SPARK to monetize the results of their in-game creative efforts. We do not consider SPARK or SPARKLETS to be a viable store of value or speculative investment and caution against holding SPARK as anything other than an in-game resource and a medium of exchange for monetizing player developed in-game assets.
- SPARK may be purchased in the Upland store or distributed by Upland via other methods in Upland’s sole discretion. SPARK may be used only towards virtual staking or spending as described by game mechanics. Users may convert SPARK tokens into a mirror-ERC20 token (“SPARKLET”) upon complying with the bridging protocol requirements as detailed in the whitepaper. You understand and acknowledge that (i) any benefits or rights offered to holders of SPARK is subject to change, (ii) SPARK do not constitute financial instruments or security tokens and, therefore, do not carry with them rights that may be commonly associated with financial instruments or security tokens, and (iii) Upland will not be liable for any speculative intentions from any parties who attempt to buy, hold or sell SPARK for speculative gain.
- No guarantee is given regarding the availability of any giveaway of SPARK, the liquidity of the SPARK Tokens, the existence of a secondary market for SPARK (or SPARKLET), the market value of the SPARK Tokens, or the exchange value of SPARK at any time.

WARNING: FOR THE AVOIDANCE OF DOUBT, PRICES OF SPARK OR SPARKLET TOKENS ARE VOLATILE AND MAY FLUCTUATE QUICKLY AND UNEXPECTEDLY, SUBJECT TO NUMEROUS FACTORS. BEWARE THAT THERE IS NO GUARANTEE SPARK OR SPARKLET TOKENS WILL MAINTAIN ANY PARTICULAR UTILITY, AND THEREFORE THE USE OF SPARK OR SPARKLET TOKENS COULD BECOME LIMITED. SPARK OR SPARKLET TOKENS MAY LOSE VALUE. IN NO CASE SHALL UPLAND BE LIABLE FOR ANY LOSSES, EXPENSES, PRICE DECLINE, LOSS OF VOTING OR PARTICIPATION RIGHTS OR OTHER FEATURES OR VALUES, OR ANY OTHER DAMAGES INCURRED BY THE USER AS A RESULT OF ANY CHANGES TO THE PLATFORM, OR FOR THE LACK OF UTILITY FOR SPARK OR SPARKLET TOKENS, OR FOR ANY TERMINATION OR EXPIRATION OF ANY USER’S RIGHT TO ACCESS THE PLATFORM OR ANY DERIVATION THEREOF.”

**12. No Investment Advice; No Assurance of Value.**

The Services are provided solely for entertainment and educational purposes. Company does not provide investment advice, and no information in the Services or in promotion of the Services should be interpreted as investment advice. SHOULD YOU CHOOSE TO ACQUIRE VIRTUAL ASSETS, YOU

ACKNOWLEDGE THAT THERE IS NO ASSURANCE THAT SUCH ASSETS WILL MAINTAIN THEIR VALUE OR INCREASE IN VALUE.

### **13. Trade Sanctions and Export Control Compliance.**

The Services and your use of them are subject to laws, restrictions, and regulations of the United States and other jurisdictions that (a) govern the import, export, and use of the Services; and (b) may prohibit us from providing the Services to you without notice. By using the Services, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Services by the laws of any jurisdiction. The Company must comply with applicable U.S. laws and regulations, including U.S. sanctions. Such sanctions may restrict the availability of the Uplandme, Inc. website, web application, and digital products and services in certain designated countries or territories (e.g., Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine).

### **14. Disclaimer of Warranties.**

NOTHING IN THESE TERMS WILL PREJUDICE THE STATUTORY RIGHTS THAT YOU MAY HAVE AS A CONSUMER OF THE SERVICES. SOME COUNTRIES, STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY AS STATED IN THIS SECTION, SO THE BELOW TERMS MAY NOT FULLY APPLY TO YOU. INSTEAD, IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIMITATIONS BELOW SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTION.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. COMPANY DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WAIVE AND HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, (1) CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY" AND (2) NEW JERSEY RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF THE TRUTH IN THE CONSUMER CONTRACT, WARRANTY, AND NOTICE ACT (X) SECTION 15, WHICH

STATES, AMONG OTHER THINGS, THAT “NO SELLERS ... SHALL IN THE COURSE OF HIS BUSINESS OFFER TO ANY CONSUMER OR PROSPECTIVE CONSUMER OR ENTER INTO ANY WRITTEN CONSUMER CONTRACT OR GIVE OR DISPLAY ANY WRITTEN CONSUMER WARRANTY, NOTICE OR SIGN ... WHICH INCLUDES ANY PROVISION THAT VIOLATES ANY CLEARLY ESTABLISHED LEGAL RIGHT OF A CONSUMER OR RESPONSIBILITY OF A SELLER ...” AND (X) SECTION 16, WHICH STATES, AMONG OTHER THINGS, THAT “... NO CONSUMER CONTRACT, NOTICE OR SIGN SHALL STATE THAT ANY OF ITS PROVISIONS IS OR MAY BE VOID, UNENFORCEABLE OR INAPPLICABLE IN SOME JURISDICTIONS WITHOUT SPECIFYING WHICH PROVISIONS ARE OR ARE NOT VOID, UNENFORCEABLE OR INAPPLICABLE WITHIN THE STATE OF NEW JERSEY ....” YOU HEREBY WAIVE, AS APPLICABLE, THESE SECTIONS OF THE CALIFORNIA CIVIL CODE AND NEW JERSEY TRUTH IN CONSUMER CONTRACT, WARRANTY, AND NOTICE ACT. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED PROVISIONS.

#### **15. Limit of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE SERVICES. FURTHER, TO THE FULL EXTENT PERMISSIBLE BY LAW, COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED US \$100.00. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION.

#### **16. Indemnification.**

- You shall indemnify, defend and hold harmless the Company, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) resulting from your violation of these Terms or your use of the Services.
- You shall comply with all applicable laws and regulations that affect your creation of Your Content under these Terms and/or your relationship with the Company.
- You agree to notify the Company promptly in writing of any legal claim or action of which you have knowledge, which is in any way related to these Terms, Your Content, or your obligations hereunder.
- The warranties, representations and indemnifications contained herein shall survive any termination or expiration of these Terms or your relationship with Company.

## **17. Governing Law.**

This Agreement shall be governed by the laws of the State of California, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California.

## **18. Arbitration and Class Action Waiver.**

**A. Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. For any dispute with the Company, you agree to first contact us at [legal@upland.me](mailto:legal@upland.me) to describe your claim and shall attempt to resolve the dispute with us informally. In the unlikely event that Company has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Santa Clara County, California, unless you and the Company agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Company from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights. You may opt out of arbitration within thirty (30) days after the first date that you set up an Upland user account by sending a letter to: Uplandme, Inc., 756 California St., Mountain View, California 94041, USA, stating your name, e-mail address and username, and your intent to opt out of this arbitration provision. You may be required to provide additional information upon request of the Company to verify your identity in order to validate your opt-out.

**B. Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **19. General Terms.**

These Terms and any other information or postings in the Services constitute the sole and entire agreement between you and Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services. No waiver of these Terms by Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to reflect the parties' intention or eliminated to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. The Terms, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by you except with Company's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect.

## **20. Contact.**

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: [legal@upland.me](mailto:legal@upland.me) or by physical mail to: P.O. Box 1030, MV 94041. By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree that (i) your Feedback does not contain confidential or proprietary information of third-parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development that is owned by us, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of any moral rights contained in such Feedback.