

# TERMS OF SERVICE

Effective Date: May 1, 2018

These Terms of Service, along with other agreements, disclaimers and disclosures on the Refereum websites and applications (the “**Terms**”) govern your use of the the products and services made available to you by Refereum, Inc. (“**Refereum**”) on <https://refereum.com/>, or any other websites or software applications operated by Refereum (the “**Refereum Service**”). The Refereum Service allows you to engage, use, buy and share digital content (“**Digital Content**”), including your content, and to engage in with third party providers by linking your Refereum activities to third party social media services, or any other products or services that we may offer from time to time.

When using the Refereum Service, you may be subject to guidelines or rules applicable to specific services (the “**Additional Terms**”). The Additional Terms, along with our [Privacy Policy \(https://refereum.com/legal/privacy\)](https://refereum.com/legal/privacy), [Cookie Policy \(https://refereum.com/legal/cookiepolicy\)](https://refereum.com/legal/cookiepolicy), and [Official Rules \(https://refereum.com/legal/rules\)](https://refereum.com/legal/rules) are incorporated into these Terms by reference and apply to your use of the Refereum Service. By accessing and using the Refereum Service, you are deemed to have read, understood and agreed to the Terms.

ARBITRATION NOTICE: PLEASE READ THE BINDING ARBITRATION CLAUSE IN SECTION 14 AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH REFEREUM ON AN INDIVIDUAL BASIS, THROUGH FINAL AND BINDING ARBITRATION, EXCEPT FOR DISPUTES THAT CAN BE HEARD IN SMALL CLAIMS COURT OR CLAIMS FOR EQUITABLE RELIEF. YOU AND REFEREUM WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## 1. Your Refereum Account

You can register for an account with Refereum (the “**Account**”) by signing up with your email address and, if applicable, creating a password. You agree not to provide false, incomplete or inaccurate information; share your account or use anyone else’s account; create more than one account for yourself; create another account when we have disabled your account, unless we give you written permission to do so; buy, sell, lease or rent access to your account; share your Account access credential; or login through unauthorized third party applications or clients.

We may also permit you to register for, and login to, the Refereum Service through certain third party services (“**Third Party Login**”). If you use a Third Party Login to access the Refereum Service, your profile information connected to such Third Party Login service, will be used by Refereum to provide and support your Account. In addition, you agree that Refereum may share information regarding your use of the Refereum Service to any such Third Party Login service with which you use to access the Refereum Service. You understand and agree that your information will be used by the Third Party Login in accordance with to their privacy policy, which we encourage you to read and understand. Additional information about using Third Party Log-in to access the Refereum Service can be found in our Privacy Policy.

If you are registering for an Account on behalf of a company, entity, or organization (“**Company**”), you agree to these Terms for yourself and confirm that you: (a) are an authorized representative of that Company with the authority to bind your Company to these Terms; and (b) agree to these Terms on behalf of such Company.

You and you alone are responsible for any activity that occurs in your Account. We will not be liable for any unauthorized use of your Account, but you may be liable for the losses to us or others for such unauthorized use. You will notify us immediately if you think someone has gained access to your Account.

YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY REMOVED FROM, OR PROHIBITED FROM ACCESSING THE REFEREUM SERVICE. The Refereum Service is not available to persons under the age of 18. You may not use the Refereum Service if we have previously terminated your Account, or the laws of the United States or any other jurisdiction prohibit your access to, and use of, any aspect of the Refereum Service.

## **2. Promotions, Contests and Sweepstakes**

The Refereum Service offers you a variety of ways to engage with other gamers, interact with digital content and participate in promotions, contests or sweepstakes (each, a “**Promotion**”). By entering into a Promotion, you may be automatically entered into other Promotions within the larger Promotion. Any such entry will be at no cost to you unless specifically disclosed to you otherwise, and you have agreed to any such cost of participation. All Promotions offered by Refereum are subject to Refereum’s [Official Rules](https://refereum.com/legal/rules) (<https://refereum.com/legal/rules>), except as otherwise specified in the Promotion offer details.

## **3. Rights We Grant You**

Refereum grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use the Refereum Service as permitted in these Terms. You are not allowed to modify, distribute, sell or lease any part of the Refereum Service. We reserve all other rights.

Except for the content you provide, all other information and content contained in the Refereum Service are the property of Refereum or its subsidiaries or affiliated companies and/or third-party licensors (“**Refereum Content**”). The rights granted to you in these Terms do not permit you to: (a) resell, distribute or use the Refereum Content for a commercial purpose; (b) publish or display of any Refereum Content, other than for a personal use; (c) modify or otherwise make any derivative uses of the Refereum Service or Refereum Content; (d) use any data mining, robots or similar data gathering or extraction methods; (e) download (except page caching) of any portion of the Refereum Service or Refereum Content, except as expressly permitted; or (f) use the Refereum Service or Refereum Content for any purpose other than their intended purposes and within the rights granted to you. Any other use of the Refereum Service or Refereum Content is strictly prohibited and may violate intellectual property rights or other laws.

## **4. Rights You Grant Us**

We may allow you to create, post, submit, publish, share and store your content on the Refereum Service, including any feedback or suggestion (“**Your Content**”). You retain

any ownership rights that you have in Your Content, and you grant to Refereum and our licensees an unrestricted, worldwide, perpetual, irrevocable, fully sub-licenseable, nonexclusive, and royalty-free right to (a) host, store, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, sublicense, publicly perform and publicly display Your Content in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with Your Content.

You are solely responsible for Your Content and the consequences of posting, publishing, sharing or storing it on the Refereum Service. By uploading and publishing Your Content, you represent that: (1) you are the creator and owner of Your Content or have all necessary licenses, rights, consents, and permissions use the same on the Refereum Service; (2) Your Content does not and will not defame any person or infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; and (3) Your Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code.

You may delete any part or all of Your Content at anytime, except that if (i) you shared Your Content with others on the Refereum Service and they copied or stored any prior of Your Content (e.g., made a clip); or (ii) Your Content is included in our promotional materials; then to the extent that Your Content is copied, stored, or included in other materials, Your Content may continue to exist.

We have the right to access, review, screen, and delete Your Content at any time and for any reason, but we are not required to do so. If we become aware of any potential violation of these Terms, we reserve the right (but shall have no obligation) to decide whether Your Content complies with requirements set out in these Terms. We may remove Your Content and/or terminate your Account, at any time without prior notice and at our sole discretion if any aspect of Your Content is in violation of these Terms.

#### **5. Third Party Content**

In addition to Your Content, the Refereum Service may include third party content (collectively the “**Third-Party Content**”). Refereum does not create, update, control, endorse or monitor any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including its accuracy or completeness. Refereum is not responsible for any Third Party Content on the Refereum Service.

#### **6. Restrictions on Use**

You will use the Refereum Service only as expressly allowed by these Terms and in accordance with applicable law and you are solely responsible for your conduct on the Refereum Service. You will not to use the Refereum Service or help anyone use the Refereum Service to compromise our rights, the rights or safety of others, or interfere with the functionality of the Refereum Service, including

- use our brand, logos, designs, Refereum Content or any other materials used in the Refereum Service in a way that has a detrimental effect on Refereum, as determined in our sole discretion;

- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Refereum Service or Refereum Content except as expressly permitted by these Terms;
- use the Refereum Service for any unlawful, invasive, infringing, defamatory or fraudulent purpose or in a way that has a detrimental effect upon other users of the Refereum Service, as determined in our sole discretion;
- publish harassing, obscene, racist, malicious, abusive, libelous, illegal, pornographic, graphic violence, threatening, hate speech, deceptive materials or materials that incite violence in Your Content;
- use any robot, spider, crawler, scraper or other automated means to access the Refereum Service or extract user information;
- develop any third-party applications that interact with the Refereum Service or other users' content or information without our written consent;
- damage, disable, overburden, or impair the functioning of the Refereum Service;
- use or attempt to use another user's account, username, or password or solicit login credentials from another user;
- commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious act;
- upload viruses or other malicious code or otherwise compromise the security of the Refereum Service;
- circumvent our efforts to filter Your Content or Refereum Content or attempt to access areas or features of the Refereum Service that you are not authorized to access;
- alter, tamper with or circumvent any aspect of the Refereum Service;
- test or reverse engineer the source code of the Refereum Service in order to find limitations or vulnerabilities; or
- use the Refereum Content or Refereum Service for an illegal purpose or one that is prohibited by these Terms or applicable law.

## 7. **Third Party Sites.**

The Refereum Service may include hyperlinks to other websites, applications, or resources that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions (each, a "**Third Party Site**"). Refereum does not review, monitor, operate and/or control Third Party Sites and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Site. You acknowledge and agree that Refereum is not responsible for any loss or damage which you may incur as a result of the availability of any such Third Party Site, and does not endorse any advertising, products, or other materials on or available from such Third Party Site. You are responsible for deciding if you want to access or use the Third Party Site that link from the Refereum Service and any use of the Third Party Site is at your own risk.

## 8. Purchases on the Blockchain

Except as described in this Section 8, all purchases (the “**Purchase**”) of Digital Content are final, and we do not accept returns or exchanges of such Digital Content. All Purchases on the Refereum Service are transacted and registered on the blockchain using smart contracts. Blockchain is a database technology that records transactions, such as a smart contract. It is a distributed ledger of all transactions across a peer to peer network that are combined in so-called blocks. Smart contracts are small software programs that record transactions on the blockchain. When a smart contract has been deployed on the blockchain, it can no longer be changed. As a result, all Purchases on the Refereum Service cannot be withdrawn or cancelled. Once you agree to make a Purchase and authorize a payment, the transaction will be recorded on the blockchain and cannot be undone.

If you are making a Purchase transaction from the European Union or other jurisdictions that provide consumers with a right to withdraw such transaction, you hereby agree and consent that by making a Purchase on the Refereum Service, you are making a purchase on the blockchain and that you will lose the right to withdraw your Purchase transaction because blockchain transactions cannot be withdrawn. Once your Purchase is registered on the blockchain, we will deliver to you the key to access your digital content.

When you provide payment information to Refereum or to our payment processors for a Purchase, you represent to us that you are the authorized user of the account associated with that payment, and you authorize Refereum to process your payment for your Purchase. To meet our obligations under applicable laws, we may require you to provide your address or other information about you to verify your identity.

You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on the Digital Content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, Refereum may immediately terminate your Account.

## 9. Copyright Policy

We respect the intellectual property of others and are committed to helping you protect your intellectual property rights. If you are a copyright owner or agent thereof and believe your work has been reproduced or distributed on the Refereum Service in a way that constitutes a copyright infringement, please notify us by completing the [Copyright Infringement Claims form](https://refereum.com/legal/copyrights) available at <https://refereum.com/legal/copyrights>.

## 10. Termination and Modification

You can terminate these Terms at anytime and for any reason. If you would like to terminate these Terms, go to the “**My Account**” page on the Refereum website, select “**Close Account**” and no longer visit Refereum’s website.

We may terminate or restrict your use of the Refereum Service, without compensation or notice, if you are or if we suspect that you are in violation of any of these Terms, or engaged in illegal or improper use of the Refereum Service.

If you close your Account or if we terminate your Account due to a violation of these Terms, you will immediately lose any promotional points, rewards, or other benefits

associate with your Account as well as any elite or premium status that you may have attained and you will automatically be withdrawn from any Promotion, and will not be entitled to any Prizes.

Refereum also reserves the right to modify, suspend, or discontinue at any time, with or without notice, any aspect of the Refereum Service, including the Refereum Service's features, look and feel, and functional elements and related services.

**11. Indemnity.**

To the fullest extent permitted by law, you agree to indemnify and hold Refereum and our affiliates, and our respective officers, directors, employees, and agents (collectively, the "**Related Parties**") harmless from and against any and all losses, liabilities, expenses, judgments, settlements, costs, or damages (including attorneys' fees, court costs, and expert witness fees) resulting from claims asserted by third parties arising out of or in connection with: (a) your access to or use of the Refereum Service; (b) Your Content; or (c) your breach of these Terms.

**12. Disclaimers; Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE REFEREUM SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE REFEREUM SERVICE: (A) WILL BE SECURE, ERROR-FREE, OR TIMELY; (B) WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE REFEREUM SERVICE WILL BE TIMELY OR ACCURATE. WHILE WE ATTEMPT TO MAKE YOUR ACCESS AND USE OF THE REFEREUM SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE REFEREUM SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. THE RELATED PARTIES ARE NOT RESPONSIBLE AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH THE REFEREUM SERVICE. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE RELATED PARTIES WILL BE RESPONSIBLE FOR. THE ADVICE OR INFORMATION WE PROVIDE TO YOU THROUGH OR RELATING TO THE REFEREUM SERVICES DO NOT CREATE ANY WARRANTY.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIM ALL LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO THE REFEREUM SERVICE, EVEN IF REFEREUM AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE LIABILITY OF ANY OF THE RELATED PARTIES WILL NOT EXCEED THE AMOUNT YOU PAID REFEREUM, IF ANY, IN THE LAST TWELVE (12) MONTHS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU AND THE LIABILITY OF THE RELATED PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS WILL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

13. **Arbitration Agreement, Class-Action Waiver, and Jury Waiver**

***For US Account holders, you and Refereum agree that any dispute or claim that arises out of these Terms or the Refereum Service will be determined by binding arbitration,*** except for those claims that can be heard in small claims court (or its equivalent in your jurisdiction) or if either you or Refereum seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. Arbitration means that an arbitrator and not a judge or jury will decide the claim. You acknowledge and agree that you and Refereum are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate in a class-action lawsuit or class-wide arbitration. If there are any limitations to the enforcement of arbitration or waiver of class or representative action with respect to a particular claim for relief, then that claim (and only that claim) must be severed from arbitration and be brought in state or federal courts located in the Northern District of California.

The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the [AAA's Consumer Arbitration Rules](#) then in effect (the "**AAA Rules**"), except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org/Rules](http://www.adr.org/Rules) or by calling the AAA at 1-800-778-7879. The U.S. Federal Arbitration Act governs the interpretation and enforcement of this Section 13.

A party who desires to initiate arbitration must provide the other party with a written [Demand for Arbitration](#) as specified in the AAA Rules, and if sent to Refereum, the Demand for Arbitration must be emailed to: [legal@refereum.com](mailto:legal@refereum.com). Arbitration will be conducted by a single neutral arbitrator who will be appointed in accordance with the AAA Rules. Payment of all filing, administration or arbitration fees will be governed by the AAA Rules.

Any claim or dispute for USD\$10,000 or less may be resolved through arbitration conducted by (a) desk/documents only; (b) telephone, online, written submissions, or any combination of the three. It will not include personal appearances by parties or witnesses unless we both agree otherwise. For claims of USD\$10,000 or more, the AAA Rules will determine the right to a hearing.

For all arbitration proceedings, the arbitrator will issue a written award and statement of decision describing the arbitrator's essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator's award is final and legally enforceable.

14. **About these Terms**

Refereum may modify these Terms at anytime, for example, to reflect changes to applicable laws or changes to the Refereum Service. You should review these Terms

regularly. If you do not agree to the modified Terms, you should discontinue your use of the Refereum Service. By continuing to use the Refereum Service after the modified Terms are posted, you agree to the modified Terms. You will be subject to the Terms in force at the time that you use the Refereum Services.

If you violate any of these Terms, and we not immediately enforce our rights, we have not given up our right to do so and may enforce our rights in the future.

If any provision of these Terms are not enforceable, it will not affect the remaining provisions, which will remain in full force and effect.

These Terms control the relationship between you and Refereum. They do not create any third party beneficiary rights.

The laws of the State of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or the Refereum Service. Any legal action or proceeding arising under these Terms that can be litigated in court will be brought exclusively in the state and federal courts located in San Francisco, California. These Terms will not limit any consumer protection rights that you may be entitled to under the laws of your country of residence. The European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>.

To contact Refereum, please visit our "[Contact Us](#)" page available at <https://refereum.com/legal/contactus>.