

# Terms of Service

*Last Updated December 8, 2017*

Refereum Inc. (hereinafter referred as the "Refereum", "we", "our" or "us") as an administrator of the Website (as defined below) adopts these Terms of Service (hereinafter referred as the "Terms") that specifies User's (as defined below) rights and obligations and constitute a legally binding Agreement for both parties. These Terms affect User's rights and impose certain obligations while using the Website, so the User must read them carefully. By creating an Account (as defined below) or using the Services (as defined below), User agrees to be legally bound by these Terms of Service and all Terms incorporated by reference.

## **1. Interpretation.**

**1.1 Definitions.** The following terms used in these Terms have the following meanings:

**"Account"** A database entry that contains personal information of the User related to the use of the Website.

**"Agreement"** These Terms of Service, in their entirety, as well as any other agreements referenced herein.

**"Communication"** Includes the Terms of Service and Privacy Policies, and updates to these agreements and policies, as well as: documents; receipts; legal and regulatory disclosures or statements; agreements; Account details and history; notifications about Sweepstakes; confirmations; Transaction information; and responses to claims, complaints, or customer support inquiries filed in connection with the User's Account.

**"Content"** Materials or information on the Website, including, but not limited to the Intellectual Property, information posted through the Services, downloaded material, and Communications.

**"Cryptocurrency"** Bitcoin, Ethereum, and Refereum Token.

**"Fiat Currency"** Government issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or law, including the U.S. dollar or any other government-issued currency.

**"Fees"** Fees payable to Refereum for certain Services.

**"Funds"** Cryptocurrency and Fiat Currency in an Account.

**"Household Members"** Includes those people who share the same residence with a Promotion Entity for at least three months a year.

**“Immediate Family Members”** Includes parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses.

**“Privacy Policy”** Refers to Refereum’s Privacy Policy, available at <https://earn.refereum.com/RefereumPrivacyPolicy.pdf>.

**“Prize(s)”** Include free game virtual currency, merchandise, and Cryptocurrency.

**“Prize Claim Documents”** Include an affidavit of eligibility, a release of liability, and a publicity release.

**“Prohibited Use”** As defined in Section 8 herein.

**“Promotion Entity or Promotion Entities”** Includes Refereum and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees.

**“Restricted Locations”** – Includes Cuba, Crimea Region of Ukraine, Iran, Lebanon, Libya, North Korea, Somalia, Sudan and Syria.

**“Services”** The Services include the following: creating an Account; verifying User’s personal information; entering the Sweepstakes; participating in Sweepstakes; earnings points for the Sweepstakes; watching other Users play games; purchasing game redeem keys; and receiving prizes.

**“Sweepstakes”** The Refereum contest that Users can enter to have a chance to win a Prize.

**“Terms”** These Terms of Service as amended by Refereum and available at <https://earn.refereum.com/RefereumContestTermsofService.pdf>.

**“Transaction”** Purchasing game redeem keys or other Refereum products with Cryptocurrency in the Users Account.

**“User”** An individual or organization who uses the Website, agrees to the Terms of Service and is a holder of an Account.

**“Refereum”** The legal entity registered as Refereum Inc. at 1450 18th Street, Suite #169, San Francisco, California 94107, and referenced herein as “we,” “us,” or “our.”

**“Refereum Tokens”** A utility token, which is a type of Cryptocurrency that can be utilized on the Website <https://www.earn.refereum.com>.

**“Wallets”** A Cryptocurrency Wallet, including an Ethereum Wallet, which is third-party software that creates an account for User’s to store, send and receive Cryptocurrency.

**"Website"** Collection of information, texts, graphic elements, design, pictures, and other intellectual property, as well as the software in the information system available on the Internet at a domain address <https://www.earn.refereum.com>.

**"You" or "Your"** refers to the User.

**1.2 – Headings.** The headings of the clauses of these Terms are for convenience and ease of reference only and shall not affect the meaning or interpretation of these Terms.

**1.3 – Governing Law.** The Terms shall be governed by and construed in accordance with the laws of the United States and the State of California, unless expressly stated otherwise herein. For the purpose of any judicial proceeding, you hereby submit to the jurisdiction of the state and federal courts sitting in San Francisco County, California, and agree to service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to it at the address set forth in Refereum's records, or if no such address is provided, by email to the email address provided by the relevant party to Refereum in connection with its use of the Services.

You agree that any action you commence will be in the state or federal courts located in San Francisco County, California, and you hereby consent to and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts located in San Francisco County, California.

## **2. General Use.**

**2.1 – Scope of Services.** The Earn.Refereum.com Website is an Internet-based platform that allows Users to create an Account, enter into the Sweepstakes, use the Services and subscribe to Refereum's newsletter and informational emails. When you create an Account, you are creating an Account with Refereum. However, you may create an Account by using Discord or Twitch. The Website and your Account on the Website encompasses the following basic Services:

- Allows Users to create an Account;
- Allows Users to enter Sweepstakes and participate in the Sweepstakes in order to have a chance to win prizes;
- Allows Users to earn points for the Sweepstakes;
- Allows Users receive notifications from Refereum; and
- Allows Users the possibility of receiving prizes.

**2.2 – Eligibility.** Refereum may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain foreign jurisdictions ("Restricted Locations"). To be eligible to use the Services, you as an individual User must be fourteen (14) years or older and have the capacity to contract under applicable law, or if the User is not individual, you must have the right and requisite power and authority to sign and enter into binding agreements for and on behalf of the User. Refereum, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (hereinafter "Promotion

Entities”), are not eligible to enter the Sweepstakes or win a prize. Household members and immediate family members of such individuals are also not eligible to enter the Sweepstakes or win a prize.

The Sweepstakes are subjects to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law. The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of all Services, products and Content of the Website. Refereum, as well as any other person, authorized by Refereum to administer the Services, shall not be held liable for any legal risks and disputes arising in the jurisdiction of the User's residency.

You further represent and warrant that you: (a) have not previously been suspended or removed from using the Services; (b) entering into this Agreement will not violate any other agreement to which you are a party; (c) are not located in, under the control of, or a national or resident of any Restricted Locations or any country in which the United States has embargoed goods or services; (d) will not use the Services if any applicable laws in your country prohibit you from doing so in accordance with these terms; (e) are not identified as a “Specially Designated National;” and (f) are not placed on the Commerce Department’s Denied Persons List.

**2.3 – License to Use the Service.** Upon these Terms of Service, Refereum hereby grants the User a non-exclusive, non-transferable limited license to access and use the Website, and related Content, material, and information in strict accordance with the terms and conditions stated below. Any other use of the earn.refereum.com Website or its Content, material and information is expressly prohibited. All rights not expressly granted herein are fully reserved by Refereum, its advertisers and licensors.

### **3. Privacy Policy and Protection of Personal Information.**

**3.1 – Privacy Policy.** Please review our Privacy Policy, available at <https://earn.refereum.com/RefereumPrivacyPolicy.pdf>, to learn about how we collect, store, use, protect and share your information. The Privacy Policy explains how Refereum treats your personal information and protects your privacy when you access Refereum and use the Services.

**3.2 – Amendments to Privacy Policy and Terms of Service.** Refereum may modify or update its Privacy Policy and these Terms from time to time, therefore we recommend you review this page and the Privacy Policy periodically. When we change the Privacy Policy or these Terms in a material manner, we will update the ‘last modified’ date at the bottom of each page and notify you that material changes have been made. Your continued use of the Service after any such change constitutes your acceptance of the new Privacy Policy and Terms. If you do not agree to any of these terms or any future Terms of Service or Privacy Policy, do not use or access (or continue to access) the Services.

### **4. User Account.**

**4.1 – Creation and Registration of Account.** In order to use any of the Services, you must first register and create an Account. The User is allowed to register only one Account and any additional Account may be deleted. The User shall open and maintain an Account by registering on the Website and providing your name, an email address, and password as defined below and affirm acceptance of the Terms and Privacy Policy. The registration and Account creation process is necessary to obtain access to certain capabilities. However, Refereum, in their sole discretion, may refuse to allow you to establish an Account.

The User agrees that he/she will not use any Account other than his/her own, or access the Account of any other User at any time, or assist others in obtaining unauthorized access. Refereum is vigilant in maintaining the security of the Website and the Services, and is committed to providing a compliant and reputable Website.

**4.2 – Required Identifiable Information.** The User shall provide Refereum with certain registration information, all of which must be accurate, truthful, and complete information, including, but not limited to, the User’s name and email. In providing that information, the User shall not: select an email address already used by another person; use an email address in which another person has rights without such person’s authorization; or use an invalid email address. The User may also need to provide their telephone number, date of birth, current address or principal place of business, including the country of residence, identification number, identification documents, or Cryptocurrency Wallet address (hereinafter “Identifiable Information”) at a later time if the User wins a prize through the Sweepstakes.

**4.3 – Identity Verification.** Refereum reserves the right to deny creation of an Account or immediately terminate Services provided to the User based on our inability to verify the authenticity of the registration information or other requested information and/or documents from the User. To use certain features of the Services, you may be required to provide personal information listed above. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Refereum if any information changes.

In case the User provides false personal information or counterfeit documents, such behavior will be interpreted as a fraudulent activity. You hereby authorize Refereum to, directly or indirectly through third parties, make any inquiries Refereum considers necessary to check the relevance and accuracy of the information provided for verification purposes, as well as to protect against fraud, including to query identity information contained in public reports (e.g. your name, address, past addresses, or date of birth), to query account information associated with your other accounts, such as your Wallet, and to take action deemed reasonably necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

To learn more about how we treat your data, please see our Privacy Policy available at <https://earn.refereum.com/RefereumPrivacyPolicy.pdf>.

**4.4 – Accuracy of Information and Account Maintenance.** By registering an Account, User agrees to provide current, accurate, and complete information about him/her/itself as

prompted by the registration process, and to keep such information updated. You agree to promptly update your information and maintain the security of your Account by protecting your password and restricting access to your Account. Promptly notify Refereum if you discover or otherwise suspect any security breaches related to your Account. Additionally, you agree to take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

**4.5 – Account Security.** The User is responsible for maintaining the confidentiality of information on the Account, including, but not limited to, his password and email address. The User is also responsible for maintaining adequate security and control of any and all passwords, or any other information used to access the Services.

The User must take reasonable care to ensure that his/her email account(s) are secure and only accessed by the User, as his/her email address may be used to communicate with User about the Account. The User ensures the confidentiality of its email address and password, and does not allow the use of this information without its consent. Any person that has used this information to login to the Account is considered to be acting as the agent of the User unless the User has informed Refereum of suspected unauthorized use of its email address and password. If the email address registered with the User's Account is compromised, the User should, without undue delay after becoming aware of this, contact Refereum at [team@refereum.com](mailto:team@refereum.com).

Irrespective of whether the User is using a public, a shared or his/her/its own computer to access the Account, the User must always ensure that his/her/its login details are not stored by the browser or cached or otherwise recorded. The User should never use any functionality that allows login details or passwords to be stored by the computer he/she is using. If the User has any security concerns about the Account, login details, passwords or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must contact Refereum without undue delay on becoming aware of any loss, theft, misappropriation, or unauthorized use of the Account, login details, password or other security features. Any undue delay in notifying Refereum may not only affect the security of the Account, but may result in the User being liable for any losses as a result.

If there is suspicious activity related to the User's Account, Refereum may request additional information from the User, including authenticating documents, and disable the Account for the review time. The User is obligated to comply with these security requests, or accept termination of the Account. Refereum shall not be liable for the breach of an email account resulting in unauthorized conduct or use of the Services executed with proper confirmation.

## **5. Cancellation, Suspension or Termination of Account or Services.**

**5.1 – Cancellation or Refusal of Registration.** Refereum has the right to refuse registration of or cancel your Account in its discretion for any reason.

**5.2 – Suspension.** The creation or use of unauthorized Accounts will result in the immediate suspension of all respective Accounts. Any attempt to do so or to assist others (Users or other third parties), or the distribution of instructions, software or tools for that purpose, will

result in termination of such Users' Accounts. Termination is not the exclusive remedy for such violation, and Refereum may decide to take further action against the User.

Additionally, Refereum may, in our discretion and without liability to the User, with or without prior notice, suspend your access to all or a portion of the Services if you breach the Terms, any Force Majeure Event occurs, or any other event occurs that would make provision of the Services commercially unreasonable.

**5.3 – Termination.** Refereum reserves the right to terminate the User's access to the Services, in our sole discretion, immediately and without notice, and delete or deactivate your Account without liability to you. If your Account is deleted for any reason, you will lose all access to any information, connections, or other features that may have been associated with your Account. If User violates the Terms, Refereum may also pursue other remedies at law or in equity.

**5.4 – Additional Bases for Cancellation, Suspension, or Termination.** Refereum may suspend, restrict, or terminate your access to any or all of the Services, and/or cancel your Account if: (a) Refereum is required by a facially valid subpoena, court order, or binding order of a government authority; (b) Refereum reasonably suspects you of using your Account in connection with a Prohibited Use; (c) use of your Account is subject to any pending litigation, investigation, or governmental proceeding and/or we perceive a heightened risk or regulatory non-compliance associated with your Account activity; (d) our service partners are unable to support your use; (e) you take any action that Refereum deems as circumventing Refereum's controls, including, but not limited to, opening multiple Accounts, or abusing promotions which Refereum may offer from time to time; or (f) breach these Terms. You acknowledge that Refereum's decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria. You agree that Refereum is under no obligation to disclose the details of its procedures with you, nor is it obligated to provide you notice if a court order or other legal process prohibits Refereum from providing you with such notice.

## **6. Sweepstakes and Transactions**

**6.1 – The Sweepstakes.** A User enters the Sweepstakes by creating an Account on [earn.refereum.com](http://earn.refereum.com). By entering the Sweepstakes, User accepts and agrees to comply with and abide by the official rules and decisions of Refereum, which shall be final and binding in all respects. All Users who want to participate in the Sweepstakes must create an Account before the Sweepstakes period is terminated in order to be eligible to win Prizes. Refereum's database clock will be the official timekeeper for the Sweepstakes.

Refereum is responsible for processing submissions by Users and the User's accumulated points, as well as the overall administration of the Sweepstakes. Users should contact Refereum during the Sweepstakes period with any questions, comments, or problems related to the Sweepstakes at [team@refereum.com](mailto:team@refereum.com).

**6.2 – Disqualification and Prize Eligibility.** Automated or robotic submissions by Users will be disqualified. Any attempt by the User to obtain more than one Account by using multiple email addresses, identities, registrations, usernames or logins, or any other methods, including, but



not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void the User's Account and accumulated points, and the User may be disqualified. The User's eligibility will be subject to additional verification before any Prize is transferred or distributed.

**6.3 – Prizes.** Refereum reserves the right, in its sole discretion, to award a substitute Prize of equal, greater, or lesser value if a prize described in the official rules is unavailable or cannot be awarded, in whole or in part, for any reason. If the actual value of the prize turns out to be less than expected by any party, the difference will not be awarded in cash. Refereum makes no representations or warranties concerning the appearance, safety, or performance of any Prize awarded. Restrictions, conditions, and limitations may apply. Refereum will not replace any lost or stolen Prize items.

**6.4 – Selection and Notification.** The winners of the Sweepstakes will be selected from the pool of Users according to the accumulated points associated with the User's Account at the end of the Sweepstakes. The Prize announcements will occur two (2) weeks after the termination of the Sweepstakes, and the announcements will be delivered by Refereum or Refereum's representatives, whose decisions are final. The Users who win will be notified by email, or through the User's Discord or Twitch account. The Users who win and are notified, must accept the Prize by email, as directed by Refereum, within two (2) weeks of receiving the notification.

Refereum is not responsible for any delay or failure in receiving the notification for any reason, including, but not limited to, an inactive email account, technical difficulties associated therewith, or the User's failure to adequately monitor the email account or provide the necessary information for acceptance. A User forfeits the Prize if the email notifying the User of winning is undeliverable, or if the winning notification is received, but the User does not respond to Refereum within the given period of time.

The Users who win may be required to sign and return an affidavit of eligibility, release of liability, and a publicity release (hereinafter collectively referred to as "Prize Claim Documents"). No substitution or transfer of a Prize is permitted except by Refereum.

**6.5 – Transaction Processed.** Once the Transaction has been processed, the Account involved in it shall be credited according to the terms and conditions of the Transaction.

**6.6 – Conditions and Restrictions.** Refereum may also impose any other conditions or restrictions upon your use of the Services. Cryptocurrency held on the Account is property of the User that opened the Account. Refereum has the right to decline User's purchase request and/or suspend User's Account and block all Cryptocurrency contained therein.

**6.7 – Refuse to Process or Cancel Transaction.** Refereum reserves the right to refuse to process any purchase request as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits.

**6.8 – Risk Disclosure.** The User understands and accepts the fact that dealing with Cryptocurrency offered via the Website involves significant risks. You acknowledge and agree that you shall access and use the Services at your own risk. Thus, Refereum suggests that Users



carefully consider whether participating in the Sweepstakes and using the Services is suitable for you.

Additionally, the User acknowledges that there are risks associated with utilizing an Internet-based platform including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Refereum and its third-party providers shall not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Services, howsoever caused.

## **7. Fees.**

**7.1 – Payment of Fees.** You authorize Refereum to charge or deduct your Account Funds for any applicable Fees owed in connection with the Services.

**7.2 – Third-Party Fees.** The User is solely responsible for paying any fees imposed by a third-party provider. All fees owed by the User to the third parties are not covered by this Terms.

## **8. Prohibited Uses and Transactions.**

**8.1 – General Prohibitions.** When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property, or other third-party right or commit a tort, and that you are solely responsible for your conduct while using the Services. The User is strictly forbidden from using the Account for any illegal purpose. Refereum will report any suspicious activity to the relevant law enforcement agency.

**8.2 – Unacceptable Uses and Transactions.** The User shall ensure that they do not use the Account or the Services in connections with actions relating to:

8.2.1 – Fraud, including any activity that operates to defraud Refereum, Refereum’s Users, Refereum’s third-party providers, or any other person by providing any false, inaccurate, or misleading information to Refereum or our third-party providers;

8.2.2 – Ponzi, pyramid, or any other “get rich quick” schemes;

8.2.3 – Money laundering, terrorist financing, proliferation of weapons of mass destruction, explosive materials, or weapons of any kind;

8.2.4 – Illegal gambling activities, including, but not limited to, lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues with cash prizes, internet gaming, contests, sweepstakes, or games of chance;

8.2.5 – Any goods and services that are illegal or the promotion, offer, or marketing of which is illegal or that are offered in connection with illegal, obscene, or pornographic content depicting children or minors in sexual postures;

8.2.6 – Human trafficking, selling of body parts or human remains, harming any protected animals, or protected plants;

8.2.7 – Selling or facilitating transportation of drugs, narcotics, or hallucinogens;

8.2.8 – Selling or transporting goods that are subject to any trade embargo;

8.2.9 – Interference with another individual's or entity's access to or use of any of the Services, which negatively affect and disrupt a User's use of the Services;

8.2.10 – Damaging, disabling, overburdening, or impairing the function of the Services;

8.2.11 – To the use of robot, spider, crawler, scraper, or other automated means or interface not provided by Refereum to access the Services or to extract data;

8.2.12 – Activities that defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe legal rights; and

8.2.13 – Infringement or violation of any copyrights, trademarks, rights of publicity, or privacy or any other proprietary right under the law, including, but not limited to, sales, distribution, or access of counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

## **9. User's Rights and Responsibilities.**

**9.1 – General Responsibilities.** The User undertakes to read the entire Terms carefully before using the Website or any of the Services provided. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services. The User is solely responsible for complying with any and all applicable law regarding the User's use of the Services and participation in the Sweepstakes.

**9.2 – Right to Enter and Use.** The User has the right to enter and use the Website and Services, as long as he/she/it agrees to and actually complies with the Terms. By using the Website, the User agrees to accept and comply with the Terms stated herein.

**9.3 – Right to Cancel Account.** You may cancel your Account at any time by emailing Refereum at [team@refereum.com](mailto:team@refereum.com).

**9.4 – Account Responsibility.** The User undertakes to monitor all and any changes on his/her/its Account. The User undertakes to immediately inform Refereum at [team@refereum.com](mailto:team@refereum.com) about any unusual, suspicious, unclear or abnormal changes on his/her/its Account. If User informs Refereum too late or does not inform Refereum, User will be liable for the breach of the Terms and Refereum will have the right to take any further steps accordingly, including, but not limited to, reporting to relevant state authorities.

**9.5 – Update Information.** You are responsible for keeping your email address up to date in your Account in order to receive any notices or alerts that may be sent.

**9.6 – Security of Account Information.** The User is responsible for maintaining adequate security and control of any and all passwords, or any other information that you use to access the Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third-parties.

Refereum assumes no responsibility for any loss that you may sustain due to compromise of Account login credentials due to no fault of Refereum, and/or failure to follow or act on any notices or alerts that may be sent to you. In the event you believe your Account information has been compromised, contact Refereum at [team@refereum.com](mailto:team@refereum.com).

**9.7 – Notification.** You undertake to notify Refereum immediately of any unauthorized use of your Account or password, or any other breach of security by emailing [team@refereum.com](mailto:team@refereum.com). Any User who violates the foregoing rules may be terminated, and thereafter held liable for losses incurred by Refereum, our third-party providers or any User of the Website.

**9.8 – Responsible for Infringement.** The User is responsible for any and all damages caused and all liability actions brought against Refereum for infringement of third-party rights or violations of applicable laws.

**9.9 – Taxes.** The User undertakes to pay all his/her/its taxes and duties, which can result from the use of the Services. It is the User's responsibility to determine which, if any, taxes apply to the payments received via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Refereum is not obligated to determine whether taxes apply. Moreover, Refereum is not responsible for any violation made by the User due to his/her obligation to calculate and pay taxes and duties.

## **10. User's Representations and Warranties.**

**10.1 – Terms of Service.** The User represents and warrants that they have accepted the Terms of Service and will not violate the Terms of Service.

**10.2 – User Registration.** By registering an Account, you expressly represent and warrant that you will: follow the rules and laws of your country of residence and/or country from which you access this Website and Services, meet the eligibility requirements, and have the right to accept these Terms of Service and participate in the Services.

**10.3 – Accurate and Complete Information.** You represent and warrant that any information you provide via the Services is accurate and complete.

**10.4 – Sweepstakes and Transactions.** You represent and warrant that you agree to enter the Sweepstakes and comply with the official rules and decisions of Refereum, which shall be final and binding in all respects. You represent and warrant that you will only use the Services and participate in the Sweepstakes in accordance with the Terms and conditions set forth in this

Agreement, and that you are duly authorized and have the capacity to use the Services on the Website and participate in the Sweepstakes. You agree and represent that you will not engage in any Prohibited Uses defined herein.

**10.5 – Privacy and Confidentiality.** If you receive information about another User through the Services, you represent and warrant that you will keep the information confidential and only use it in connection with the Services. You represent and warrant that you will not disclose or distribute a User's information to a third-party or use the information except as reasonably necessary to use the Services.

**10.6 – Treatment of Content.** You warrant that you will not treat any Content, email, or other information received as a result of your access to the Services as a recommendation or representation of any kind by Refereum, an affiliate of Refereum, or any employee, officer, director, representative, third-party provider, or other agent of Refereum.

**10.7 – Ownership and Right.** You warrant you will not claim any ownership right in any material, software, or other Intellectual Property displayed on, published by or otherwise available through Refereum, other than content, software, or intellectual property that the User owns or otherwise has rights to without regard for its appearance on Refereum. You also warrant that you will not claim any rights to access, view or alter any source code or object code of Refereum or our third-party providers.

**10.8 – Use of Content.** You warrant that you will not copy, store, permanently download, republish, or redistribute Content except as specifically allowed in the Terms. Additionally, you warrant that you will not use any Content or other information acquired from Refereum or through the use of the Website or Services for commercial or investment activity outside of the Services, without prior written approval from Refereum.

**10.9 – Marketing.** The User warrants that they will not use Refereum to market services. Additionally, User warrants that they will not market competing services to people they have identified through Refereum.

## **11. Refereum's Rights, Responsibilities and Limitations.**

**11.1 – Decline, Suspend, or Delete Account.** Refereum reserves the right (at its sole discretion) to decline User's use of the Services and/or suspend the Account (or certain functionalities thereof) at any time where it is required to do so under relevant and applicable laws and regulations or having grounds to believe that the User uses the Account for illegal purposes. Refereum will make reasonable efforts to inform the User of any such suspension unless Refereum is prohibited from doing so by law or under an order from a competent court or authority. Additionally, Refereum reserves the right to delete your Account for any reason.

**11.2 – Access to Website.** Refereum will use reasonable endeavors to ensure that the User can normally access the Website and Services in accordance with the Terms. However, Refereum may suspend use of the Website for maintenance and will make reasonable efforts to give the User notice. The User acknowledges that this may not be possible in an emergency.

**11.3 – Discontinue Services and User Access.** The Services and the information included in the Website have an indefinite duration. Refereum may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify, discontinue, or terminate, temporarily or permanently, the Services, including the Sweepstakes, or the information posted in the Website. Specifically, Refereum reserves the right to terminate your access to the Services without notice and, if you violate the Terms, to pursue other remedies at law or in equity. If Refereum takes such action, Refereum shall immediately suspend all drawings and prize awards, and Refereum reserves the right to award or not award any remaining prizes in a manner deemed fair and equitable by Refereum.

**11.4 – Disclosure.** We have the right to disclose your identity to any third-party who is claiming that any Content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the Content standards set out in these Terms.

**11.5 – Report Fraud or Illegal Activity.** In the case of fraud, Refereum undertakes to report all the necessary information to the relevant authorities dealing with fraud and breaches of the law. Users recognize that their Account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

**11.6 – Transactions.** Refereum’s responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the Cryptocurrency transferred. When initiating Cryptocurrency transfers to third-party services unaffiliated with Refereum, Refereum’s responsibility shall be further limited to ensuring the transfer of the necessary technical data to the cryptocurrency network.

**11.7 – Damages or Losses.** To the extent permitted by law, Refereum is not responsible for any damages, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered was caused by a breach of the Terms by Refereum.

In addition, Refereum is not liable for the loss resulting from misuse and errors of Cryptocurrency Wallet software, such as a typo in the Wallet address, sending the currency to the address of another blockchain network, errors in blockchain wallet software, or misinterpretation of instructions.

**11.8 – Website and Services.** Refereum or its third-party providers are not responsible for any malfunction, breakdown, delay, or interruption of the Internet connection, or any reason why the Website is unavailable at any given time. While Refereum will strive to keep the Website up and running, all online services suffer from occasional disruptions and outages, and Refereum is not liable for any disruption or loss you may suffer as a result. Refereum does not provide any guarantees that access to the Website will not be interrupted, or that there will be no delays, failures, errors, omissions, or loss of transmitted information.

**11.9 – Security.** Refereum undertakes to take the necessary measures to maintain the level of information security of the Website and prevent potential threats.

**11.10 – Right to Control Content.** Refereum may, but is not required to, monitor or control the Content posted via the Services. Refereum’s failure to exercise this right does not give the User any right to make a claim against Refereum. Any Content that has been uploaded through the Services may be deleted at any time without notice to the User.

## **12. Notices and Communication by Electronic Delivery.**

**12.1 – Notice.** Refereum reserves the right to send notices to, and communicate with the User by any means of communication, available to Refereum considering the contact details provided by the User.

**12.2 – User Consent.** The User expressly agrees and consents to receive any notice or communication in electronic form that Refereum or their third-party provider provides in connection with User’s Account and/or use of the Services, and to be bound by them, if so is required by the Terms of Service. Communication includes, but is not limited to: Terms of Service and Privacy Policies, and updates to these agreements and policies; documents; receipts; legal and regulatory disclosures; legal and regulatory statements; agreements; Account details; confirmations; Transaction information; notifications about Sweepstakes, and responses to claims, complaints, or customer support inquiries filed in connection with your Account (hereinafter “Communications”). You agree that Refereum may provide these notices and Communications to you by posting them via the Services or Website, and/or by emailing them to you at the email address you provide. Users should maintain copies of electronic notices and Communications by printing a paper copy or saving an electronic copy.

### **12.3 – Failing or Withdrawing Consent.**

12.3.1 – Withdraw Consent. The User may withdraw consent to receive electronic notices and Communications by sending a withdrawal notice to [team@refereum.com](mailto:team@refereum.com). If User declines or withdraws consent to receive electronic notices and Communications, Refereum reserves the right to suspend or terminate your use of the Services.

12.3.2 – Fail to Provide Consent. If User fails to provide consent, Refereum reserves the right to immediately close your Account, or suspend or terminate your use of the Services.

12.3.3 – Notification. If Refereum is forced to remove or suspend Services provided to Users, the User will receive a notification.

**12.4 Hardware and Software Requirements.** In order to access and retain electronic Communications, you will need the following hardware and software: a device with an Internet connection that has a current web browser with 128-bit encryption and cookies enabled; a valid email address and your primary email address on file with Refereum; and sufficient storage space to save past Communications or an installed printer to print them.

**12.5 – Update Contact Information.** It is your responsibility to keep your email address in your Account up to date so that Refereum can communicate with you electronically. You understand and agree that if Refereum sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, or you are otherwise unable to receive electronic Communications, Refereum will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must add Refereum to your email address book so that you will be able to receive the Communications we send you. If your email address becomes invalid such that electronic Communications sent to you by Refereum are returned, Refereum may deem your Account to be inactive and you may not be able to participate in the Services.

### **13. Independent Relationship - No Advice or Brokerage.**

**13.1 – Independent Relationship.** Refereum also does not act as your partner, joint venture, joint associates, broker, advisor, or agent.

**13.2 – No Advice.** No communication or information provided to User by Refereum shall be considered or construed as advice. Additionally, no information on the Website should be interpreted as a recommendation or endorsement with regards to any Cryptocurrency. The decision to use the Services and participate in the Sweepstakes is the User's decision and Refereum will not be liable for any loss suffered.

### **14. Disclaimers, Limitations and Waivers of Liability.**

REFEREUM'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REFEREUM EXPRESSLY DISCLAIMS AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

REFEREUM DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY OR ERROR-FREE. REFEREUM DOES NOT GUARANTEE THE ADEQUACY, TIMELINESS, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE WEBSITE. REFEREUM MAKES NO WARRANTY AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON OR ANY CONTENT YOU RECEIVE AS A RESULT OF YOUR RELATIONSHIP WITH REFEREUM.



REFEREUM SHALL NOT BE LIABLE FOR ANY SUSPENSION OR REFUSAL TO ACCEPT PAYMENTS WHICH REFEREUM REASONABLY BELIEVES TO BE MADE FRAUDULENTLY OR WITHOUT PROPER AUTHORIZATION. REFEREUM SHALL ALSO NOT BE LIABLE FOR ANY UNFORESEEN CIRCUMSTANCES, WHICH PREVENT THE PROPER PERFORMANCE DESPITE ANY REASONABLE PRECAUTIONS TAKEN BY REFEREUM, INCLUDING, BUT NOT LIMITED TO POWER OUTAGES, FIRE, FLOOD, THEFT, EQUIPMENT BREAKDOWNS, HACKING ATTACKS, INTERNAL MECHANICAL OR SYSTEM FAILURES, AS WELL AS DOWNTIMES OF THE WEBSITE.

REFEREUM IS NOT LIABLE TO ANY PERSON FOR ANY CLAIM BASED UPON TERMINATION OF AN ACCOUNT OR DISABLEMENT OF ACCESS TO SERVICES OR REMOVAL OF ANY CONTENT, INCLUDING MATERIAL REFEREUM BELIEVES, IN ITS SOLE DISCRETION, TO VIOLATE THE TERMS, REGARDLESS OF WHETHER THE MATERIAL ULTIMATELY IS DETERMINED TO BE INFRINGING OR OTHERWISE PROHIBITED, AND REGARDLESS OF WHETHER SUCH TERMINATION OR DISABLING HAS THE EFFECT OF REDUCING THE VALUE OF ANY CONTENT OR OPPORTUNITIES THAT MIGHT OTHERWISE HAVE BEEN AVAILABLE TO USER.

REFEREUM WILL ALSO NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT. REFEREUM IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION, UNAVAILABILITY, INACCESSIBILITY, OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, NETWORK OR WIRELESS SERVICE, SERVERS OR PROVIDERS, CAMERAS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR MEDIA PLAYS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO YOUR OR ANY OTHER PERSON'S COMPUTER, MOBILE PHONE OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES, USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEBSITE, SWEEPSTAKES AND/OR THE SERVICES, INCLUDING ANY LOSS OR DAMAGE TO ANY CONTENT OR THIRD-PARTY APPLICATION, OR TO ANY SOFTWARE OR CONTENT POSTED ON OR THROUGH THE SERVICES OR TRANSMITTED TO USERS OR ANY INTERACTIONS BETWEEN THE USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE OF THE SERVICES. YOU ALSO AGREE THAT REFEREUM HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES. REFEREUM MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR

WRITTEN, OBTAINED FROM REFEREUM OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH REFEREUM'S SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS, INCLUDING THIRD-PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE SERVICES.

IN NO EVENT SHALL REFEREUM, ITS AFFILIATES, AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES (HEREINAFTER COLLECTIVELY "REFEREUM'S PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY AMOUNT, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF FUNDS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE DAMAGES, THAT MAY RESULT FROM OR RELATE TO: (A) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON THE WEBSITE; (B) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE TO THIS WEBSITE; (C) THE SERVICES FOUND AT THIS WEBSITE OR ANY OTHER WEBSITES LINKED TO THIS WEBSITE; (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER; (E) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER; (F) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, OR OTHER INFORMATION AND DATA STORED THEREIN; (G) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (H) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (I) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE; (J) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATION FAILURE OR DELAY, THEFT, DESTRUCTION OR ALTERATION OF ENTRIES, LACK OF SECURITY IN THE OPERATION OF THE WEBSITE OR SERVICES; (K) DESTRUCTION OR UNAUTHORIZED ACCESS TO REFEREUM'S RECORDS, PROGRAMS OR SERVICES; AND/OR (L) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND

AT THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT REFEREUM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL REFEREUM OR REFEREUM'S PARTIES BE LIABLE, WHETHER IN WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, FOR ANY AMOUNT ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE THE SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE TERMS OR YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

THE USER ADDITIONALLY ACKNOWLEDGES THAT REFEREUM OR REFEREUM'S PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD REFEREUM OR REFEREUM'S PARTIES LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **15. Indemnification and Release of Refereum.**

**15.1 – Indemnity.** The User agrees to protect, defend, indemnify and hold harmless Refereum, and its officers, directors, employees, agents, and third-party service providers from and against any and all claims, demands, actions, costs, expenses, losses, liabilities, and damages of every kind and nature, including, but not limited to, reasonable attorneys' fees imposed upon or incurred by Refereum directly or indirectly arising from or relating to: (a) the User's use of and access to this Website or the Services found on this Website; (b) the User's violation of any provision of the Terms of Service or the policies or agreements which are incorporated herein; (c) the User's violation of any applicable laws, rules, or regulations; (d) the User's willful misconduct; (e) any Content posted through the Services by User that gives rise to claims related to defamation or invasion of privacy; and/or (f) the User's violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Service or the User's use of this Website or the Services found on this Website. If the User is obligated to indemnify Refereum, Refereum will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it.

**15.2 – Release.** If you have a dispute with one or more users of the Services, you release Refereum, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives from any and all claims, demands, and damages (actual or consequential) of every kind and nature arising out of or in any way connected with such disputes.

## **16. Intellectual Property and Ownership.**

**16.1 – Protection of Intellectual Property.** The Website in its entirety, its domain name, its Contents, and any information or material on it are protected under the relevant copyright, trademark, patent, and other intellectual property laws, unless otherwise specified herein. The Content of the Website includes, but is not limited to, logos, trade names, word marks, design marks, trademarks, designs, text, images, graphics, pictures, information, data, trades, prices, charts, graphs, videos, software, applications, sound files, other files, and the selection and arrangement thereof (hereinafter “Intellectual Property”), all of which is the property of Refereum, or our licensors or suppliers.

**16.2 – Prior Written Consent.** The Users may not use any name (including a product or service name), logo, slogan, image, trademark, or any other intellectual property object used on the Website without prior written consent of Refereum. Additionally, Refereum’s trademarks may not be copied, imitated or used, in whole or in part, including any metatags or other “hidden text” utilizing any trademark or name of Refereum.

**16.3 – Prohibited.** The User shall not appropriate, copy, publicly display, reproduce, modify, make a derivative work, republish, upload, post, transmit, scrape, collect, distribute, or use the Intellectual Property in any form or by any means, no matter manual or automated. The use of any Intellectual Property from the Website on any other site or network computer environment for any other purpose is strictly prohibited, any such unauthorized use may violate copyright, patent, trademark, and any other applicable laws and could result in criminal or civil penalties. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, and/or trade dress of Refereum and may not be copied, imitated or used, in whole or in part, without prior written consent.

**16.4 – Ownership.** The access to the Website under no circumstances shall be construed as the acquisition by a User of ownership, title, right, or interest of any kind in or to the Website, its Contents and any information on it.

**16.5 – Infringement.** Refereum supports the protection of intellectual property. If you believe Refereum’s Website or Services contain material that infringes your intellectual property, please refer to Section 27, for information about submitting a claim.

## **17. Third-Party Content.**

The Website or Services may contain links to third-party Internet websites, resources, advertisers, services, special offers, or other events or activities that are not owned or administered by Refereum. Refereum is not responsible for the contents, material, information, terms and conditions, privacy policies, practices, or services of such third-party websites (hereinafter “Third-Party Content”). Refereum does not control, censor, or edit the Third-Party Content, nor does Refereum endorse or adopt such Third-Party Content. Refereum specifically disclaims any responsibility with regard thereto. By using this Website or Services, you expressly release Refereum from any and all liability arising from your use of any third-party website. The access and use of such websites or Third-Party Content is at the User's own risk. Refereum is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings with third-party websites. Refereum encourages you to be aware when you leave this Website or

the Services and to review the terms and conditions, privacy policies, and other governing documents of other websites that you may visit.

### **18. Termination.**

The User may terminate this Agreement at any time by deleting any content you have provided to Refereum and ceasing to use the Services. Refereum may terminate this Agreement at any time, particularly if the User is suspected of violating any provision of the Terms. Upon termination of the Terms for any reason, User shall destroy and remove from all computers, and other storage software, hardware, media, or printed copies of any Intellectual Property owned by Refereum that the User acquired via use of the Services. The User's representations in the Terms and any other provision of this Agreement which by their nature are designed to survive termination shall survive termination or expiration of the Terms.

### **19. Survival.**

All provisions of this Agreement which by their nature extend beyond the expiration or termination of the Terms, including, without limitation, sections pertaining to the suspension or termination, the User's Account, general use of the Refereum Website, disputes with Refereum, and general provisions, shall survive the termination or expiration of the Terms.

### **20. Arbitration and Dispute Resolution.**

**20.1 – Negotiations.** If a dispute, disagreement, or claim arises out of the Terms or is related to its execution, termination or rescission of the Terms, both parties agree to try in good faith to settle any dispute, disagreement or claim through negotiation. To expedite resolution and control the cost of any dispute, you and Refereum agree to notify each other in writing of any disputes within thirty (30) days of when it arises. Notice to Refereum shall be sent to [team@refereum.com](mailto:team@refereum.com).

If Refereum is the claiming party, it will send a message with its claim to User at the email address provided by you in connection with your use of the Services. The message in question shall contain the essentials of the claim and proofs supporting the claim.

The party which has received the claim shall reply to the claiming party within thirty (30) working days upon the receipt of the claim. In absence of reply to the claim within ninety (90) working days since the sending date, or if the Parties have failed to resolve the dispute, the claim shall be resolved through arbitration, unless expressly excluded below.

**20.2 – Arbitration.** If the dispute, disagreement, or claim cannot be resolved through negotiations, then you and Refereum agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes that are expressly excluded below under "Exceptions to Arbitration and Negotiations." The arbitration will be in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Refereum hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the United States or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motion on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

Any dispute between the parties will be governed by these Terms and with the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

**20.3 – Exceptions to Negotiations and Arbitration.** You and Refereum agree that the following disputes are not subject to the above provisions concerning negotiations and arbitration: (a) disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, and patents; (b) any dispute related to, or arising from allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If the dispute arises under one of these exceptions then any lawsuit or appeal of an arbitration award between you and Refereum is under the exclusive jurisdiction of the state and federal courts in the San Francisco, California, United States of America.

**20.4 – No Class Action.** Whether the dispute is heard in arbitration or in court, you and Refereum will not commence against the other a class action, class arbitration, or representative action or proceeding.

## **21. Entire Agreement.**

This Agreement, comprised of these Terms of Service, the Privacy Policy, and any other documentation provided to the User by Refereum are incorporated by reference herein, and comprise the entire agreement (hereinafter "Entire Agreement"). The Entire Agreement contains the entire understanding between you and Refereum as to the subject matter hereof, and supersedes any and all prior and contemporaneous understandings, discussions, and agreements (including without limitation any prior versions of this Agreement) between you and Refereum, and cannot be changed or modified by you except as posted on the Services of Refereum.

These terms or conditions do not alter the terms or conditions of any other electronic or written agreement you may have with Refereum for other Refereum products or services. In the event of any conflict between these Terms and any other agreement you may have with Refereum, these Terms will control unless these Terms specifically identify and declare that other terms should override these Terms.

## **22. Force Majeure.**

If Refereum or its third-party service providers are unable to perform the Services outlined in the Terms due to factors beyond their control including, but not limited to, an event of Force

Majeure, change of law, or change in sanctions policy Refereum or its third-party service providers will not have any responsibility to the User with respect to the Services hereunder and for a time period coincident with the event. Refereum shall not be liable for each of the following Force Majeure events: (1) blockchain network failure; (2) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (3) any loss or damage arising from any event beyond Refereum's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, floods, war, insurrection, riot, labor dispute, accident, action of government, lawful acts of public authorities, communications, power failure or outages, or equipment or software malfunction, security breaches or cyberattacks, criminal acts, market movements or volatility, or any other cause beyond Refereum's reasonable control.

### **23. Amendments and Modifications.**

Refereum reserves the right to amend or modify any portion of these Terms at any time by publishing the revised version of the Terms of Service on the Website or by emailing to you the revised Terms. The revised Terms shall be effective immediately upon posting on the Website or upon receipt of the email with the revised Terms. The Terms shall be deemed accepted by the User the first time the User uses the Services after the publishing of the revised Terms and shall apply prospectively with respect to any activity initiated after the publishing. Refereum also reserves the right to update or add new terms in regards to the Sweepstakes, and such changes shall be deemed accepted by the User after the publishing of the changes on the Website.

If you do not agree with such amendments or modifications, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that Refereum shall not be liable to the User or any third-party as a result of any losses suffered by any amendment or modification of these Terms. Moreover, you agree that Refereum shall not be liable to you or any third-party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

### **24. Assignment.**

The User may not assign or transfer any of the rights, duties, and obligations contained in these Terms without prior written consent of Refereum, including by operation of law or in connection with any change of control. Refereum may assign or transfer any or all of its rights, duties and obligations contained in these Terms, in whole or in part, without obtaining your consent or approval.

### **25. Waiver.**

Refereum's failure or delay in exercising any right, power, privilege, or remedy under these Terms shall not operate as a waiver thereof. The single or partial exercise of any right, power, privilege, or remedy by Refereum does not prevent either from exercising any other right, power, privilege, or remedy.

### **26. Severability.**



If any provision of these Terms is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability only attaches to such provision and shall not affect the validity or enforceability of any other of these Terms, which shall continue in full force and effect.

## **27. Contact Refereum – Feedback, Requests, Concerns, Claims, and Complaints.**

**27.1 – Feedback.** If you have any feedback contact us at [team@refereum.com](mailto:team@refereum.com). When you contact us please provide us with your name, email address, and any other information we may need to identify you, your Account, and if applicable the Service on which you have feedback.

Please note that Refereum owns exclusive rights, including all intellectual property rights, to any feedback, suggestions, comments, ideas, or other information or materials regarding Refereum or the Services that you provide, whether by email, posting through the Services or otherwise. Any feedback you submit is non-confidential and shall become the sole property of Refereum. All feedback, comments, suggestions, ideas, posts, or submissions disclosed, submitted or offered to Refereum in connection with the use of the Services or otherwise shall be deemed to have been licensed to Refereum on a nonexclusive, worldwide, royalty-free, perpetual basis. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the Feedback, including any copyrights or moral rights.

**27.2 – Requests or Concerns.** If you have any questions or concerns please contact us at [team@refereum.com](mailto:team@refereum.com). When you contact us, please provide us with your name, email address, and any other information we may need to identify you, your Account, and if applicable the Services on which you have questions or concerns.

Specifically, if the User has any security concerns about his/her/its Account, login details, password or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must also contact Refereum without undue delay on becoming aware of any loss, theft, misappropriation, or unauthorized use of the Account, login details, password, or other security features. Any undue delay in notifying Refereum may not only affect the security of the Account, but may result in the User being liable for any losses as a result. If the User suspects that someone else accessed his/her/its Account, the User should also contact an appropriate government agency and report the incident.

If you believe your Account has been compromised, contact Refereum immediately at [team@refereum.com](mailto:team@refereum.com).

### **27.3 – Claims.**

**27.3.1 Intellectual Property Claim.** If you would like to submit a Trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or

a Copyright claim for material on which you hold a bona fide copyright, please send an email to [team@refereum.com](mailto:team@refereum.com).

27.3.2 Personal Information Claim. If you believe your Account Information has been compromised, you may report your claim by notifying Refereum at [team@refereum.com](mailto:team@refereum.com).

If you believe your Account was hacked, upon receiving your notice, Refereum may freeze the Account making the Services inaccessible, depending on the type of security breach. After the issue is resolved, Refereum may investigate the issue further and collect information on the unauthorized events. However, Refereum is not responsible for your personal email account breach.

**27.4 – Complaints.** If you have a complaint contact us at [team@refereum.com](mailto:team@refereum.com). When you contact us please provide us with your name, email address, and any other information we may need to identify you, your Account, and if applicable the Services on which you have a complaint.

If you believe your copyrighted work has been copied without your authorization and is available on or in the Services in a way that may constitute copyright infringement, please send a Digital Millennium Copyright Act (“DMCA”) Complaint to Refereum as soon as possible by emailing us at [team@refereum.com](mailto:team@refereum.com) or by mailing a letter to Refereum at 1459 18th Street, Suite #169, San Francisco, California 94107, and make sure to include the following information in accordance with the DMCA: identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; identification of the copyrighted work claimed to have been infringed; your contact information, including your address, telephone number, and an email address; a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and a physical or electronic signature of the copyright owner or a person authorized to act on their behalf. Please note that the complaint will be forwarded to the person who provided the allegedly illegal content. Additionally, we reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion.

If you are a California Users or Resident, under California Civil Code §1789.3, California users of the Services receive the following specific consumer rights notice: “The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.