

# Terms of Service

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## 1. Purpose

These Terms of Use (the "Terms") sets forth the terms and conditions of use of "QB Gold Rush" (the "Service") operated and provided by Social Finance Limited (the "Company"). Users may use the Service by agreeing to these Terms.

## 2. Definition

The following are definitions of terms used in the Terms:

- a. "NFT": refers to a non-fungible token or similar digital item that is recorded on the blockchain.
- b. "Wallet": refers to the system for managing private keys for the transfer of crypto assets and NFTs, etc., that are transacted using blockchain technology.
- c. "Service" refers to "QB Gold Rush" and its associated services.
- d. "User": a person who has agreed to this Agreement as a user of this service.
- e. "Intellectual property rights": refers to copyrights, patents, utility model rights, trademarks, design rights, portrait rights, publicity rights and other intellectual property rights (including the right to acquire such rights or to apply for registration of such rights).
- f. "Anti-social forces": any of the following person, institution, or organization:
  - e-1. Crime groups, members of organized crime groups, quasi-constituents of organized crime groups, general assemblymen, social advocacy groups, special intelligence groups, and other similar anti-social forces.
  - e-2. Including corporations (but not limited to this) in which antisocial forces are substantially involved in the management.
- g. "This NFT": refers to the NFTs issued by our company in connection with the Service.
- h. "The Product" refers to all data sold by our company to users within the Service (including but not limited to Our NFT).
- i. "The Buyer" refers to a user who purchases the Product through the Service.
- j. "GQB": refers to the cryptocurrency issued by the Company that can be used within the Service.
- k. "This Marketplace": refers to the platform service that enables the sale of in-game items and NFTs, as well as the sale and purchase of these items between users.

## 3. Changes to this Term

a. The Company may modify these Terms and Conditions to the extent required by law in any of the following cases.

a-1. When the modification of these Terms and Conditions is compatible with the general interests of the users.

a-2. the modification of these Terms and Conditions is not contrary to the purpose of these Terms and Conditions and is reasonable in light of the necessity of the modification, the reasonableness of the modified contents, the details of the modification, and other circumstances pertaining to the modification.

b. The Company will publicize the details of the changes to the Terms and Conditions and the effective date of the changes in accordance with the preceding paragraph by posting them on the Service Site or by other appropriate means. Such changes shall be applied from the effective date when a reasonable period of time determined by the Company has elapsed for the announcement of such changes.

#### 4. Account Creation

a. Users are required to create an account in accordance with the procedures specified by the Company to use the Service.

b. In this Service, the blockchain address functions as the user's ID.

c. To access the Service, a blockchain address and a third-party wallet are necessary. The in-service account will be linked to the blockchain address. By performing WalletConnect, the user is deemed to have agreed to all the terms of this Agreement.

d. Users may create and use multiple accounts and utilize Web3 wallet information within the scope permitted by the Company.

#### 5. Account Management

a. Users are responsible for managing their account information (user ID and password) and must not transfer, lend, or share this information with third parties.

b. The Company shall not be held liable for any damages resulting from the unauthorized use of account information.

c. If the user loses their login information (such as user ID or password), the Company is not obligated to recover or compensate for it. Users are responsible for managing their account information appropriately and must take sufficient measures to prevent loss or unauthorized use.

d. Accounts in this Service are linked to associated blockchain addresses. They display in-game data, NFTs (and, where applicable, content related to the NFTs) associated with the user's address.

e. When using the Service with a wallet, the user is deemed to have agreed to use the wallet in accordance with its applicable terms. The wallet is not operated, managed, or affiliated with the

Company, and the Company cannot manage or manipulate the contents of the wallet. The Company cannot obtain or transfer the contents of the wallet.

f. The Company assumes no responsibility regarding the use of the wallet. Users are responsible for ensuring the security of their wallets and must not share wallet authentication information or seed phrases with others. If any issues related to the wallet occur, please contact the wallet provider.

g. The management of accounts and associated wallets is the user's own responsibility, and the Company is not liable if the account or wallet is compromised. If any security-related issues occur, please notify the Company immediately.

## 6. Usage Fees

a. The Service is provided free of charge in principle, but some services and items may be offered for a fee. When using paid services, users shall pay the usage fees according to the methods specified by the Company.

## 7. Prohibited activity

a. Users must not engage in the following actions when using the Service. If a user violates these Terms, the Company reserves the right to delete the user's account without prior notice. In such cases, the Company shall not be held responsible for any consequences resulting from the account deletion.

a-1. Acts that violate laws and regulations.

a-2. Harassment, threats, or defamation against other users or third parties.

a-3. Acts that interfere with the operation of the Service.

a-4. Unauthorized access or hacking.

a-5. Obtaining assets or NFTs within the Service through fraudulent means.

a-6. Accessing the Service through hacking, unauthorized access, or other illicit methods.

a-7. Any other actions deemed inappropriate by the Company.

## 8. Intellectual Property Rights

a. All intellectual property rights related to the Service (including copyrights, trademark rights, patent rights, etc.) belong to the Company or to third parties who hold the legitimate rights.

b. The User may not reproduce, reprint, modify, or distribute any content of the Service without prior approval from the Company.

## 9. Provision, Modification, and Termination of the Service

The Company reserves the right to modify, add to, or suspend the content of the Service without prior notice to users. In the event that the Service is terminated, the data and items held by users may disappear, and the Company shall not be held liable for any damages resulting from this.

#### 10. Disclaimer of Warranties and Limitation of Liability

a. Except in cases of intentional misconduct or gross negligence on the part of the Company, the Company shall not be liable for any damages specified in the following items, regardless of the cause of action, including breach of contract, tort, or any other legal claim.

a-1. Damages resulting from the occurrence of natural disasters, incidents, or other emergencies.

a-2. Damage caused by the user's connection environment, such as failure of the user's equipment environment or Internet connection service.

a-3. Damage caused by the performance value of the Internet connection service, such as response time from the facilities for this service.

a-4. Damage caused by unauthorized access or attack by a third party to the facilities for this service that cannot be prevented with the care of a good manager, or by interception along the communication path.

a-5. Damages caused by malfunctioning of the distribution of goods due to cyberattacks, etc.

a-6. Damages resulting from the User's failure to comply with procedures, security measures, etc. specified by the Company.

a-7. Damage caused by the User's failure to enter accurate information or the User's failure to make necessary verifications.

a-8. Damages incurred by the User based on the suspension or termination of all or part of the functions of the Account, etc.

a-9. Damages caused by inaccurate information provided by the Service to the User.

a-10. Damages resulting from the failure or malfunction of servers, software, communication lines, or other equipment, or the occurrence of a fault.

a-11. Damages caused by or in connection with mandatory dispositions pursuant to law or court order.

a-12. Damages caused by the establishment, revision, abolition, or change in interpretation of laws and regulations, orders, etc. of supervisory authorities, self-regulatory rules, and other rules and regulations to be followed by the Company (including cases in which the effects of such changes are retroactive to the past) relating to this service.

a-13. Damages caused by third party websites or services.

a-14. Losses due to events or other causes arising out of the blockchain, such as a spike in blockchain network fees or the occurrence of a hard fork, as well as loss of assets due to delays (or failure to report) in the Company's response to or reporting of such events.

a-15. Loss of assets due to vulnerabilities or failures in the blockchain, wallet or other software, or other functionality related to crypto assets, or due to abnormal behavior, and due to delays in (or failure to report) the Company's response to or reporting of the occurrence of such events.

a-16. Corruption of a wallet file.

a-17. Damages caused by reasons beyond the Company's control, in addition to the damages stipulated in the preceding items.

## 11. Damages and Compensation

a. The Company does not warrant, expressly or impliedly, that this services, GQB, this NFT, the Subject Data, or the Blockchain will be free from defects in fact or law (including defects relating to safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose, security, etc., communication failure, inaccessibility, error or bug, computer virus or other harmful items, infringement, loss of data created by the user, etc.).

b. The Company does not guarantee that there will be no invalidity, cancellation, termination, or any other event that prevents the conclusion or validity of the concluded purchase and sale contract.

c. Users shall investigate, at their own responsibility and expense, whether or not their use of this Service violates any laws, regulations, or internal rules of any industry organization applicable to them, and the Company makes no warranty that the use of the service by users will conform to such laws, regulations, or rules.

d. The Company provides no assurances that there will be no future enactments or changes in laws and regulations or related tax policies for NFTs and crypto assets. Users understand and acknowledge that the regulatory regime for blockchain technology is uncertain and that new regulations or policies may have a significant impact on the development of the service and the utility of NFTs. In the event of any changes in laws and regulations, the Company may, if necessary, take measures such as implementing access restrictions on the subject data or making it private.

e. The Company provides no assurances that there will be no future enactments or changes in laws and regulations or related tax policies for NFTs and crypto assets. Users understand and acknowledge that the regulatory regime for blockchain technology is uncertain and that new regulations or policies may have a significant impact on the development of the service and the utility of NFTs. In the event of any changes in laws and regulations, the Company may, if necessary, take measures such as implementing access restrictions on the subject data or making it private.

f. The Company does not guarantee the value, stability, or legality of the NFTs and GQB.

g. If the Company's website contains links to other websites, the Company makes no warranty of any kind with respect to those other websites or the information obtained from them.

h. The Company does not guarantee that the Service will continue to function in the future, and the users acknowledge and accept that they may not be able to access all Products, including NFTs and Tokens purchased through the Service, and that they will not be compensated by Company in such cases.

## 12. Personal Information

The Company shall properly handle the personal information of users in accordance with the "Privacy Policy" separately stipulated by the Company, and users shall agree to this.

## 13. Governing Law and Jurisdiction

These Terms of Service and your use of the Services are governed by and construed in accordance with the laws of the Marshall Islands, as applicable to agreements made and to be entirely performed in the Marshall Islands, without regard to its conflicts of law principles.

# Marketplace Terms and Conditions

## 1. Application of Terms and Conditions

- a. These terms and conditions are set forth as an attachment to the "Terms of Service" (hereinafter referred to as the "Original Terms of Service").
- b. By using "QB GOLD RUSH" and related services, users agree to understand and agree to the contents of these terms and conditions.
- c. In the event of any conflict between this Agreement and the Original Terms and Conditions, the provisions of this Agreement shall take precedence.

## 2. Definition

The definitions of terms used in this Agreement are as follows:

- a. "GQB" refers to the cryptocurrency issued by the Service, which can be used for purchasing in-game items and NFTs in the marketplace provided by the Service.
- b. "Secondary Listing" refers to the act of a user reselling in-game items and NFTs they own on the marketplace.
- c. "Secondary Seller" refers to a user who conducts a secondary listing of in-game items and NFTs on the marketplace.

## 3. Secondary Listing of In-game Items and NFTs

- a. Users may list in-game items and NFTs for secondary sale on the marketplace following the prescribed procedures. While the in-game items and NFTs are listed for sale, they will be locked in the system.

- b. When a sales contract for the in-game items or NFTs is concluded, the Service will notify the secondary seller, and the contract will be considered finalized. Payment for the sale will be made in GQB, and the remaining balance after deducting transaction fees will be paid.
- c. Upon the conclusion of the sales contract, the secondary seller must promptly transfer the in-game items and NFTs to the Service, and the Service will process the payment after the transfer is completed.

#### 4. Purchase of In-game Items and NFTs

- a. A buyer can select the desired in-game items and NFTs and finalize the sales contract by performing the prescribed actions on the Service.
- b. The buyer will pay the purchase price using GQB, and the Service will provide the in-game items and NFTs. However, in some cases, the provision may take time due to technical reasons.

#### 5. NFT Transactions

- a. NFT transactions in the Service are conducted only on external marketplaces. The marketplace within the Service is intended for the trading of in-game items and NFTs, but is not used for the sale or purchase of NFTs themselves.
- b. The trading of in-game items and NFTs is permitted only if they have been obtained through legitimate means. Any in-game items or NFTs obtained through illegal methods will be considered invalid for trading under any circumstances, and the Company will not be held responsible for the transfer or withdrawal of such assets.

#### 6. GQB

- a. All in-game item purchases must be made exclusively using GQB or USDT.
- b. Users will not be able to withdraw tokens acquired through the Service for a period of three months from the Token Generation Event (TGE). The timing of when withdrawals will become available will be determined by the Company and announced through the Service.

#### 7. Miscellaneous provisions

- a. The Company reserves the right to modify these Terms as necessary.
- b. By continuing to use the Service after any changes to the Terms, users are deemed to have agreed to the modified content.

# Privacy Policy

## 1. Purpose

This Privacy Policy sets forth the handling of personal information collected when users utilize the Service.

## 2. Information Collected

The Service may collect the following personal information:

- a. Information provided during account creation
- b. Gameplay data and login history
- c. Purchase history and payment information

## 3. Purpose of Use of Personal Information

The purposes for which the Service uses personal information are as follows. As a general rule, the Service will not use personal information for any other purpose, except in cases where prior notification or disclosure to the individual is not required under the "Act on the Protection of Personal Information" (hereinafter referred to as the "Personal Information Protection Act").

- a. To ensure the smooth operation of the Service
- b. To inform users about the Service
- c. To facilitate integration with other services such as social media platforms
- d. To provide information from advertisers of the Service
- e. To respond to user inquiries and make necessary communications with users
- f. To prevent unauthorized use
- g. To respond to disputes, lawsuits, or other legal matters

## 4. Provision to Third Parties

Personal information will not be provided to third parties without the user's consent, except in cases where it is required by law or necessary for the provision of the Service.

## 5. Management of Personal Information

The operating company will take appropriate security measures to prevent the leakage, loss, or alteration of personal information.



## 6. Disclaimer

If a user voluntarily discloses personal information on the Service, there is a possibility that the information may be collected and used by third parties. The Service shall not be held responsible for any damages incurred by the user as a result of this.

## Disclaimer

Regarding all information provided on the website and whitepaper operated by the Company (hereinafter referred to as "this Site"), the Company and information providers shall be exempt from liability for the following:

(1) This Site is intended solely for informational purposes, and the accuracy or reliability of the information is not guaranteed. (2) The Company and information providers shall not be held liable for any damages incurred based on the information contained on this Site. (3) The information on this Site may include forecasts and expectations about future prospects and events, but such descriptions contain uncertainties and may differ from actual results. All information on this Site is subject to change, addition, or termination of part or all of the content without prior notice to users, and users acknowledge and accept this in advance. (4) All information on this Site is not intended as investment proposals, solicitations, or advice. It is provided for informational purposes only.