

Alpha Season Version of the My Neighbor Alice Game

Terms and Conditions

Please read and agree to these Terms and Conditions (the "**Terms**") carefully before using any of our sites, mobile games, companion games, mobile applications, marketplace, launcher and/or software or platforms (collectively, the "**applications**") and/or purchasing and/or otherwise acquiring or using any digital assets in, or entering, the game world/s of My Neighbor Alice ("**MNA**"). MNA is a multiplayer decentralized, community-driven, builder-game platform created and operated by Alice Foundation Ltd, Singapore ("**Alice**", "**we**" or "**us**").

ALPHA VERSION OF MY NEIGHBOR ALICE ("Alpha-MNA")

Alpha-MNA is an alpha testing phase of MNA and the game may contain bugs and errors. Alice cannot be held liable for any losses resulting from its use and does not warrant against loss or damage resultant from its use. Users employ MNA entirely at their own risk.

The fundamental nature of this Alpha release is to acquire user feedback and data will be collected including gender, age, and geographic area. Alice will process data in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules. The data required to be collected and processed would be of no use after evaluation and its retention will be limited to evaluation analysis and provisioning obligations for the return of Alice Token after the completion of the test. The players' individual identifiable data is of no relevance and only player nominated pseudonyms may be collected.

It is acknowledged and agreed as an eligibility requirement for Alpha-MNA that Alice will collect the user account and the wallet address data from the players, who hold a Plot, and necessary engagement with the Binance Smart Chain network and Chromia testnet, that is required for registration in Alpha-MNA. This data will be processed in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules.

ALPHA TEST VERSION AND LIMITATIONS

The Alpha version of the My Neighbor Alice Game ("**Alpha-MNA**") will be accessible from 30 June 2022, from the dashboard of:

- (i) <https://www.myneighboralice.com/>.

There are three types of digital assets utilized within MNA:

- a. Plots (virtual islands) and other in-game assets (represented as Non-Fungible Tokens ("**NFT's**"))
- b. ALICE token
- c. BJORN token ("**BJORN**")

Collectively, b and c represent "**Alpha-MNA Tokens**".

The players in Alpha-MNA will play with "fake" NFTs, and Alpha-MNA Tokens except for the Plot, that is the Alpha-MNA eligibility entry requirements through the Binance Smartchain Network and/or Alice Marketplace, and the NFT that is awarded to each player at the end of this Alpha Season Version of the My Neighbor Alice Game.

Alpha-MNA has limited gameplay and this test version is limited to only a few gameplay features of MNA. In this test version the following will not be available, for example, but not be limited to:

- building & landscaping.

The Alpha-MNA will not have any of the blockchain features of NFT's (except from the Plot and each NFT rewarded to the players by the end of this Alpha-MNA) and active Alpha-MNA Tokens. The players will play with "fake" Alpha-MNA Tokens, Plots and "fake" NFTs released by Alice, and no assets or advances made by the players in Alpha-MNA will be kept by the player/s or transferred to the subsequent game MNA that will be released (apart from the Plots a player holds and the reward each player will receive by the end of Alpha-MNA). Alice will burn and/or erase all progress in-game achieved during the testing period in Alpha-MNA.

The game will use fake Alpha-MNA Tokens that attain no value in MNA and will be burned and not be usable after the test game.

ALPHA VERSION PLAYER ELIGIBILITY

Eligibility as a participant player for Alpha-MNA and testing of the introductory chapter is restricted to Plot holders.

Participant player eligibility requirements for Alpha-MNA, include but are not limited to:

- (i) A Chromia Vault account; and
- (ii) 1 Plot in Alpha-MNA

ACCEPTANCE OF TERMS

Your ("**you**", "**participant**" or "**buyer**") acquisition of the Alpha version of My Neighbor Alice, ("**Alpha-MNA**") is conditioned on your unconditional acceptance of and compliance with these Terms. If you disagree with any part of the Terms, then you may not acquire or participate in Alpha-MNA.

By testing, purchasing, accessing or by calling an action on Alpha-MNA or on a Alpha-MNA Token smart contract, you are deemed to agree to be unconditionally bound by, and accept these Terms, as set out below ("**Acceptance**"). If you do not unconditionally agree to these Terms, you are not authorized to download, test, purchase, acquire, use, access, connect to or register to access Alpha-MNA or Alpha-MNA Tokens or interact with Alpha-MNA and you must immediately cease doing so and/or remove or uninstall any application/s from all of your devices immediately. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have full authority to bind the company or legal entity (and its employees) to this agreement. The terms may be amended from time to time by Alice and any changes do not change your unconditional acceptance of these Terms. These Terms must be read in conjunction with our Privacy Policy which is hereby incorporated into these Terms by reference.

No ownership of Alpha-MNA Tokens will be acquired through Alpha-MNA as Alice will only issue "fake" NFTs (apart from the Plot you own and the NFT each player receives by the end of Alpha-MNA) and Alpha-MNA tokens. You expressly understand and unconditionally agree that your use of Alpha-MNA Tokens and Alpha-MNA is at your sole risk and that Alpha-MNA Tokens and Alpha-MNA are provided "as is" and "as available."

Alpha-MNA Tokens and NFTs are not designed to be transferred other than within and as required by the gameplay of Alpha-MNA. Alice reserves the right to prohibit the transfer of Alpha-MNA Tokens and NFTs and transfers may only take place within the Alpha-MNA ecosystem.

Acceptance of these **Alpha-MNA** Terms and Conditions by eligible players requires an affirmative self-initiated and recorded action of a binding agreement to an unconditional acceptance clause at the end of these Terms and Conditions that states:

“I have read these Terms and Conditions and agree to be unconditionally bound by them, and agree to proceed”

AGE LIMIT

Alice and Alpha-MNA Tokens are offered and available to Buyers who are 18 years of age or older. By purchasing, acquiring, accessing, or using Alice and Alpha-MNA Tokens, you represent and warrant that you are of legal age to form a binding contract with Alice and meet the foregoing eligibility requirement. If you do not meet this requirement, you must not purchase, acquire, access, or use Alice and/or Alpha-MNA Tokens.

THE ALPHA-MNA PLOTS AND NFTs

The “fake” NFTs are gameplay environments which players can inhabit in Alpha-MNA to focus on introducing the main characters and the world of MNA to the Alice community and getting player feedback. In **MNA** the Plots and NFTs will exist on the Chromia Relational Blockchain or Binance Smartchain Network. In MNA the Plots are in finite supply, may have different characteristics and relative value and may enable users to create, buy, transfer and trade unique digital game assets on your Plot in MNA for game-making purposes and/or may be used as collateral/security in MNA. Plots and fake NFTs however have no useability outside of the Alpha-MNA platform. Plots and fake NFTs do not have any tangible or physical manifestation.

It thus must be stated that Alice owns all rights, title, and interest in and to any art, design, photograph, and drawing that may be associated with any Alpha-MNA Plot that you Own (“Art”), and all intellectual property rights therein.

The player will only receive a license to use for specified purposes in Alpha-MNA.

Alice will own all rights, title, and interest in and to

- (i) the Art and all proprietary source code, object code and other technology associated with the Plots and Alpha-MNA; and
- (ii) any and all other content and materials available through the Plots and NFTs, Alpha-MNA and Alpha-MNA-websites, any associated application, and all intellectual property rights therein; and
- (iii) Alice Intellectual Property may only be used in connection with the Plots, for personal, non-commercial purposes.

Alice does not grant, by implication, estoppel, or otherwise, any license or right to use any Alice Intellectual Property or Plots and other in-game assets in a manner inconsistent with these Terms without the prior written permission of Alice and/or any third-party that may own additional intellectual property.

In effect Alice grants a limited, non-exclusive, non-transferable, royalty-free license to display the Art solely, for the following purposes:

- (i) for your own personal, non-commercial use within Alpha-MNA.

You may not (and may not permit any third-party to):

- (i) modify the Art in any way, including without limitation, the shapes, designs, drawings, attributes, or color schemes; or
- (ii) use the Art to advertise, market, or sell any product or service; or
- (ii) use the Art in any manner which would constitute or amount to an endorsement of or relationship with any particular third-party, entity, product, product category, charity or service
- (iii) grant any third-party the right to use through the Art; or
- (iv) use the Art in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or
- (v) use the Art in movies, videos, or other forms of media, except solely for your own personal, non-commercial use; or
- (vi) sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Art; or

- (vii) attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Art except for the license granted pursuant to these Terms; or
- (viii) otherwise use the Art for your or any third-party's commercial benefit. To the extent that the Art contains any intellectual property licensed from a third-party, you will not have the right to use such third-party intellectual property in any way except as incorporated in the Art (and subject to all of the restrictions set forth herein with respect to your use of the Art).

The license granted in these Terms apply only to the extent that the Alpha-MNA is live. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of a Plot or NFT for any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the Plot or NFT or the related Art.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the Alice Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the Plot or any other Alice Intellectual Property.

We reserve the right to modify or discontinue the Plots and NFTs and the Alpha-MNA platform (or any parts of any associated software or applications relating thereto) with or without notice at any time.

Alice (including, without limitation, our licensors) shall not be liable to you or any third-party for any modification, suspension, or discontinuance of the Plots, NFTs or the Alpha-MNA platform or any associated software, applications, or functionality.

ALICE TOKEN

No active ALICE Token will be used to play the game in the **Alpha-MNA**.

ALICE Token is a medium of exchange which may be used to acquire Plots in the final MNA game, BJORN or various NFTs within MNA, to be staked within MNA and used as collateral, or entitle the user to certain exclusive privileges (e.g. purchases of designer "**NFTs**"). It is freely tradeable on various virtual currency exchanges such as Binance and may be exchanged and accessed in a peer-to-peer manner by users. ALICE Token would have no useability outside of the MNA or Alpha-MNA gaming ecosystem platform. ALICE Token do not have any tangible or physical manifestation.

ALICE Token represents a utility as you must have ALICE Token to be able to play the game. It is your ticket into MNA and for eligibility into Alpha-MNA.

BJORN TOKEN ("BJORN")

The game will use fake BJORN that will be burned and not be usable afterwards.

REGISTRATION

We reserve the right to require that you register with us in order to access Alpha-MNA Tokens and NFTs.

To participate and register as a test player in Alpha-MNA, it is required to own 1 plot of land in Alpha-MNA. If you are required to register an account with us or any third-party, you agree to provide accurate, current, and complete information about yourself as part of that process.

When registering you may be required to select a username and password, private key, or other form of secure authentication that will be used to access your account ("**Password**"). You are responsible for any use of your Password, whether by you or others. You agree to keep your Password confidential and not share it with anyone else. Alice is not liable for any loss or damage arising from your failure to protect your username, Password, or any other personal information, including but not limited to loss of access to any Alpha-MNA Tokens and/or NFTs.

You acknowledge and agree that certain data pertaining to you, which you may view as sensitive, will be accessible to the public through the Chromia Relational Blockchain or Ethereum Blockchain, or Binance Smartchain Network. Such data includes but is not limited to information identifying and/or otherwise pertaining to your User Account.

You authorize Alice to act on instructions received through use of your Password, and that Alice may, but is not obligated to, deny access, or block any transaction made through use of your Password without prior notice.

TERMS OF SERVICE, PRIVACY AND SECURITY

It is your responsibility to know, understand and abide by these Terms and the Privacy Policy, which is incorporated herein by reference. Any information that you may provide to Alice during your use of Alpha-MNA is subject to Alice's Privacy Policy. Any information that you may provide to a third-party site during your use of Alpha-MNA is subject to the third-party site's privacy policy, and your use of any third-party site included in Alpha-MNA is governed by the terms of service of the applicable third-party site.

You are solely responsible of ensuring that any process, devices and/or services you employ to access or use Alpha-MNA Tokens or any of the websites and the Alpha-MNA platform (in particular, without limitation, to acquire, hold, manage and sell Alpha-MNA Tokens do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system and/or any data contained therein. To the greatest extent permitted by law and without limiting the generality of this Section, Alice excludes any liability for any interference or damage to your devices, computer system and/or any data contained therein in connection with your access or use of Alpha-MNA or any of the Alpha-MNA-websites or Alpha-MNA.

COMPLIANCE

You acknowledge that certain operations in respect of Alpha-MNA may constitute and/or otherwise fall within the scope of regulated activities under applicable laws in certain jurisdictions. You acknowledge that you may not use Alpha-MNA to engage into any such activities and that Alice makes no representation in respect of, or otherwise in connection with, the suitability of Alpha-MNA and/or any output generated by using Alpha-MNA, to engage into any regulated activity regarding Alpha-MNA or such output's compliance with laws and regulations applicable to such activities. Alice neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable laws and regulatory requirements, including any applicable provisions of financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable legal requirements at your own cost and responsibility in using Alpha-MNA and/or any output in connection with Alpha-MNA.

DIGITAL ASSETS

Alpha-MNA and/or MNA tokens and digital assets are not a representation of money or electronic money, or any security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment. Alice does not facilitate the transmission of fiat currency on behalf of users or other third parties, nor does it assist with the conversion of MNA and/or Alpha-MNA tokens or digital assets to fiat currency.

TAXATION

Alice makes no representation or advice of any kind in respect of, or otherwise in connection with, the suitability of Alpha-MNA and/or any output generated by using Alpha-MNA, or Alice token or other game assets to engage into or with any taxation regulated activity regarding Alpha-MNA or such output's compliance with laws and regulations applicable to such activities, retrospectively, now or into the future. Alice neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in taxation regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable taxation laws and regulatory requirements, including any applicable provisions of related financial markets laws. You herewith expressly and unconditionally agree to ensure compliance with any applicable taxation legal requirements at your own cost and responsibility in using Alice token.

INTELLECTUAL PROPERTY OWNERSHIP, LICENSES AND RESTRICTIONS

You agree, in relation to Alpha-MNA that you are attributed, that such Alpha-MNA is in accordance with any description which accompanies that Alpha-MNA. Any transfer of Alpha-MNA shall be subject to the condition that any transferee will be subject to these Terms.

Ownership of Alpha-MNA is limited to attribution of the relevant Alpha-MNA residing on the relevant blockchain network, which is merely an information and transaction log recorded on an immutable ledger regarding the timestamped transfer history of such Alpha-MNA. This ownership of Alpha-MNA is separate and distinct from any rights, title, and interest in and to any art, design, photograph, and drawing that may be associated with any Alpha-MNA that you Own ("**Art**"), and all intellectual property

rights therein, which are owned by Alice. The rights that you have in and to the Art are limited to those expressly stated below. The first sale doctrine, and any similar doctrine or principle under any the laws of any applicable jurisdiction, does not extend to any holder or acquirer (including subsequent acquirer of Alpha-MNA).

Alpha-MNA may be associated with certain Art or a unique Uniform Resource Identifier JSON file containing Metadata such as the name, description or image file stored on the Chromia Relational Blockchain. Where Alpha-MNA are associated with certain Metadata, you may be able to edit your Metadata to adjust title, description, URL link, preview image, and logo within the limits of the smart contracts. All Metadata (and any URL, images, or logos to which it links or that are uploaded) must comply with these Terms and specifically cannot link to or contain any material or content that is pornographic, threatening, harassing, libellous, hate-oriented, harmful, defamatory, racist, xenophobic, or illegal. All Metadata are subject to Alice's Code of Conduct. Alice reserves the right to moderate and/or delete any Metadata that does not comply with these Terms or the Code of Conduct.

Subject to the licenses expressly granted below, Alice (or where applicable, our licensors) own all rights, title, and interest in and to

- (i) the Art, the Metadata and all proprietary source code, object code and other technology associated with Alpha-MNA Tokens and Alpha-MNA and
- (ii) any and all other content and materials available through the Alpha-MNA, Alpha-MNA and Alpha-MNA-websites, any associated application, and all intellectual property rights therein ("**Alice Intellectual Property**"). Alice Intellectual Property may only be used in connection with Alpha-MNA, for personal, non-commercial purposes, as expressly permitted in these Terms.

Unless explicitly stated, you should assume that all Alice Intellectual Property is protected by copyright, trademark and other applicable intellectual property laws and may not be used except as permitted in these Terms. Alice does not grant, by implication, estoppel, or otherwise, any license or right to use any Alice Intellectual Property or Alpha-MNA in a manner inconsistent with these Terms without the prior written permission of Alice and/or any third-party that may own additional intellectual property.

Without limiting the generality of the foregoing, subject to your continued compliance with these Terms, Alice grants you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable,

royalty-free license to view and display the Art or Metadata for Alpha-MNA that you Own, solely, for the following purposes:

- (i) for your own personal, non-commercial use within Alpha-MNA.
- (ii) You may not (and may not permit any third-party to):
 - a. modify the Art or Metadata in any way, including without limitation, the shapes, designs, drawings, attributes, or colour schemes; or
 - b. use the Art or Metadata to advertise, market, or sell any product or service; or
 - c. use the Art or Metadata in any manner which would constitute or amount to an endorsement of or relationship with any particular third-party, entity, product, product category, charity or service
 - d. grant any third-party the right to use through the Art or Metadata; or
 - e. use the Art or Metadata in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or
 - f. use the Art or Metadata in movies, videos, or other forms of media, except solely for your own personal, non-commercial use; or
 - g. sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Art or Metadata; or
 - h. attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Art or Metadata except for the license granted pursuant to these Terms; or
 - i. otherwise use the Art or Metadata for your or any third-party's commercial benefit. To the extent that the Art contains any intellectual property licensed from a third-party, you will not have the right to use such third-party intellectual property in any way except as incorporated in the Art or Metadata (and subject to all of the restrictions set forth herein with respect to your use of the Art or Metadata).

The license granted in these Terms apply only during the term of the Alpha-MNA. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of Alpha-MNA for any reason, the license granted in these Terms will immediately expire, and you will have no further rights in or to the Alpha-MNA or the related Art or Metadata.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the Alice Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect Alpha-MNA or any other Alice Intellectual Property.

We reserve the right to modify or discontinue Alpha-MNA and/or the Alpha-MNA platform (or any parts of any associated software or applications relating thereto) with or without notice at any time. Alice (including, without limitation, our licensors) shall not be liable to you or any third-party for any modification, suspension, or discontinuance of Alpha-MNA or the Alpha-MNA platform or any associated software, applications, or functionality.

PROTECTION OF THE COPYRIGHT AND THE MARK

Alice has not granted over the Copyright or the Mark any of the following:

- (i) assignments;
- (ii) rights;
- (iii) licenses;
- (iv) waivers;
- (v) charges;
- (vi) liens; and
- (vii) encumbrances.

The User:

- (i) acknowledges that all copyright and rights in the nature of copyright subsisting in any part of the world in any New Property shall vest in Alice;
- (ii) hereby assigns to the Alice absolutely (with full title guarantee) the entire copyright and all other rights in the nature of copyright subsisting in the New Property, and all other rights of whatever nature, whether now known or created in the future, to which the User may be entitled by virtue of the laws in force in any part of the world in such New Property, in each case for the whole term including any renewals, reversions, revivals and extensions;

- (iii) shall ensure that any third-party who creates, including in the course of or in preparation for manufacture of (the Products or) the Licensed Products, New Property for the User, such as consultants or freelance designers, assigns any copyright or other rights they may have in the New Property Alice on the terms set out in Clause (ii) above;
- (iv) shall ensure that any moral rights in relation to the New Property are unconditionally waived to the fullest extent permitted by applicable laws; and
- (v) shall, upon Alice's request, provide the Licensor with copies of all and any New Property, in such format as the Licensor may reasonably request.

The user shall immediately notify Alice in writing giving full particulars if any of the following matters come to its attention:

- (i) any actual, suspected or threatened infringement of the Copyright or the Mark;
- (ii) any claim made or threatened that the Property infringes the rights of any third-party;
- (iii) any actual or threatened claim that the Mark is invalid;
- (iv) any actual or threatened opposition to the Mark;
- (v) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the user under this agreement; or
- (vi) any other form of attack, charge or claim to which the Copyright or the Mark may be subject.

In respect of any of the matters listed in clauses (i) to (vi):

- (i) Alice shall, in its absolute discretion, decide what action if any to take;
- (ii) Alice shall have exclusive control over, and conduct of, all claims and proceedings;
- (iii) the User shall not make any admissions other than to the Licensor and shall provide Alice with all assistance that it may reasonably require in the conduct of any claims or proceedings; and

- (iv) Alice shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.

TERMINATION

We may, at our sole discretion at any time, and for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of any Alpha-MNA and/or Alpha-MNA. Termination may include, but not be limited to

- (i) removal of your access to, or listing of Alpha-MNA on Alice's media properties or platform;
or
- (ii) the deletion of all account information related to Alpha-MNA from Alice's media properties;
and
- (iii) barring any further use of or access to the Alpha-MNA platform by you.

ASSUMPTION OF RISK

You acknowledge that:

- (i) markets and prices for blockchain assets, such as NFTs, are extremely volatile, variations in prices for other digital assets could materially and adversely affect the value of any Alice and/or Alpha-MNA Tokens that you Own, and there is no guaranty that any Alice or Alpha-MNA Tokens that you own will have or grow or retain any value; and
- (ii) there are risks associated with Alice Token, Alpha-MNA Tokens, NFTs, cryptocurrencies and other internet-native assets, including but not limited to the risk of hardware, software, and internet connectivity failures, malicious software, and the risk that third parties may obtain unauthorized access to your assets, and neither Alice nor any of its licensors shall be responsible for, or have any liability with respect to, any of these; and
- (iii) Alice does not promise to host the Art or Metadata at any specific location or to make the Art or Metadata available on the internet for any specific period of time; and

- (iv) changes to the Chromia Relational Blockchain may have adverse effects on all blockchains using such platform, including without limitation, Alpha-MNA that you may Own; and
- (v) neither Alice nor any of its licensors shall be responsible for, or shall have any liability with respect to, any transaction between you and a third-party (such as your purchase or sale of Alice Token or an NFT on the so-called "secondary market").

NO REPRESENTATIONS AND WARRANTIES

Alice does not make any representation or give any warranty in respect to any characteristics of Alpha-MNA. All warranties are expressly excluded to the maximal extent permitted under applicable laws. In particular, while Alice has endeavored to take all reasonable measures and apply appropriate care in the preparation of the content of Alpha-MNA, Alice neither represent nor warrant that:

- (i) The Alpha-MNA run uninterrupted and error-free; or
- (ii) The use of Alpha-MNA is fit for any particular purpose and does not infringe upon any third-party's intellectual property rights; or
- (iii) Any information contained in Alpha-MNA and/or any of the Alpha-MNA websites or on Alpha-MNA is accurate, adequate, complete or error free; and
- (iv) Except when otherwise stated in writing Alice, the copyright holders and/or other parties provide Alpha-MNA and Alpha-MNA "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of Alpha-MNA and any Alpha-MNA tokens that you own is with you.

LIABILITY

Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this license or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

Nothing in this license shall operate to exclude or limit the Alice's liability for:

- (i) death or personal injury caused by its negligence; or
- (ii) fraud; or any other liability which cannot be excluded or limited under applicable law

LIMITATION OF LIABILITY

In no event unless required by applicable law or agreed to in writing will Alice (or any licensor) be liable to you for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use Alpha-MNA (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties), even if such holder or other party has been advised of the possibility of such damages.

LIABILITY, INDEMNITY, AND INSURANCE

To the fullest extent permitted by law, Alice shall not be liable to the User for any costs, expenses, loss, or damage (whether direct, indirect, or consequential and whether economic or other) arising from the User's exercise of the rights granted to it under this agreement.

The User shall indemnify Alice against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- (i) the Users exercise of the rights granted to it under this agreement; and
- (ii) the Users breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied, or put into use by the Licensee; and
- (iii) the enforcement of this agreement; and

- (iv) any claim made against Alice by a third-party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees, or subcontractors.

This indemnity shall not apply to any liabilities, costs, expenses, damages, or losses incurred by Alice directly or as result of any material breach by the Alice of any term of this agreement, or any act of gross negligence or wilful misconduct by Alice.

Liability under this indemnity is conditional on Alice discharging the following obligations.] If any third-party makes a claim, or notifies an intention to make a claim, against Alice which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), Alice shall:

- (i) as soon as reasonably practicable, give written notice of the Claim to the Users, specifying the nature of the Claim in reasonable detail;
- (ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Users (such consent not to be unreasonably conditioned, withheld or delayed) provided that Alice may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Licensee, but without obtaining the Users consent if Alice reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (iii) give the Users and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives, or advisers, and to any relevant assets, accounts, documents and records within the power or control of Alice, so as to enable the Users and its professional advisers to examine them and to take copies (at the Licensee's expense) for the purpose of assessing the Claim; and
- (iv) subject to the Users providing security to Alice to the Alice's reasonable satisfaction against any claim, liability, costs, expenses, damages, or losses which may be incurred, take such action as the Users may reasonably request to avoid, dispute, compromise or defend the Claim.

OR

be deemed to have given to the Users sole authority to avoid, dispute, compromise or defend the Claim.

If a payment due from the Users under this (Protection of the Copyright and the Mark) is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

Nothing in this clause shall restrict or limit the Alice's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

NO MODIFICATIONS, TAMPERING OR CIRCUMVENTION

You may neither modify, decompile, disassemble nor otherwise tamper with or circumvent all or any portion of the Alpha-MNA, in particular, but not limited to, the underlying rules and mechanics of the Alpha-MNA and/or the code of Alpha-MNA, its user interface and/or its operating principles, unless separately agreed in writing.

NO REVERSE ENGINEERING

You may not reverse engineer any source code that is not open source regarding Alpha-MNA or otherwise attempt in any way to derive or otherwise determine the source code for the operation of Alpha-MNA.

NO COPIES, NO DERIVATIVE WORKS

You may not adapt, reproduce, store, distribute, print, display, publish or create copies or derivative works from any part of Alpha-MNA, the Art or Alpha-MNA-websites other than in accordance with the License.

NO USE OF BOTS

You may not utilize any automated software or "bots" in relation to your access or use of Alpha-MNA or Alpha-MNA websites.

NO SERVER OVERLOAD

You may not knowingly perform any actions that may cause the computers used to support Alpha-MNA or Alpha-MNA websites (the "Servers") to become overloaded or crash.

NO DATA GATHERING AND EXTRACTION

You may not use any data gathering and extraction tools or software to extract information from Alpha-MNA or Alpha-MNA websites or utilize framing techniques to enclose any of the contents of the Alpha-MNA or Alpha-MNA websites.

NO UNAUTHORIZED USE OF TRADEMARKS, LOGOS, PROPRIETARY NAMES AND GRAPHICS

Without Alice's written approval, you may not use any of Alice's or Alpha-MNA's logos, trademarks or other proprietary names or graphics. For the avoidance of doubt, this restriction also applies if such uses are made in association with links to Alpha-MNA.

NO UNAUTHORIZED USE OF META TAGS

You may not use any meta tags or other hidden text which incorporate Alice's name or any of its intellectual property including trademarks without Alice's prior written approval.

POSTING POLICY

This "Posting Policy" applies to any comments you post or any statements you make in any manner in connection with Alpha-MNAs, in particular on Alpha-MNA and/or any Alpha-MNA-website (which includes for the avoidance of doubt any associated forums, chat rooms and/or other messaging services)

or any messages you send to other users of Alpha-MNA Tokens (including as part of the Alpha-MNA gameplay) in any way, whether facilitated or otherwise allowable.

Posts may not, without the prior written approval by Alice:

- (i) represent any views or opinions other than your genuine opinion of the matter in question;
nor
- (ii) contain any personal abuse, foul language, inappropriate subject matter, obscene, harassing, threatening, hateful, or discriminatory or defamatory remarks of any nature, as may be determined by Alice at its sole discretion, or otherwise breach or infringe on any third-party rights (in particular, without limitation, third-party intellectual property rights) and/or applicable laws or court orders;
- (iii) advertise or promote any person or entity or their goods or services; or
- (iv) breach any of the representations below.

Alice reserves the right, without notice, explanation, or liability, to:-

- i) restrict or remove your ability to make posts;
- ii) disallow the posting of any specific posts;
- iii) edit any specific posts; and/or
- iv) fully remove any posts from Alpha-MNA, any Alpha-MNA website or anywhere else where they appear or are stored.

SUPPORT, UPDATES, ALTERATIONS, DISCONTINUATION

Alice may, but has no obligation to, offer and subsequently amend, alter suspend or discontinue support services with regard to Alpha-MNA and Alpha-MNA on such terms as Alice may determine within its sole discretion. At all times, Alice retains the right to use and/or dispose of Alpha-MNA and Alpha-MNA, at Alice's sole discretion, as Alice deems appropriate, including without limitation the right, without notice, to alter, modify, redesign, suspend or discontinue, at any time, any aspect or feature of Alpha-MNA and/or Alpha-MNA.

In particular, without limitation, Alice has the right, but no obligation, to maintain, modify and/or update Alpha-MNA and Alpha-MNA within its sole discretion. Alice may, but has no obligation to, provide technical support in respect of Alpha-MNA and Alpha-MNA. You acknowledge and agree that such

maintenance, updates, alterations, modifications, redesigns, suspensions, or discontinuations may affect (also including by limiting or terminating) the functionality of Alpha-MNA and Alpha-MNA.

Alice does not undertake to keep any of Alice Tokens, Alpha-MNA Tokens, or MNA and Alpha-MNA-websites updated. To the greatest extent permitted by law Alice does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy or currency of information contained in any of the Alice Tokens, Alpha-MNA Tokens, MNA or Alpha-MNA-websites or in relation to any posts, including without limitation where such loss or damage is a result of or contributed to by the negligence of Alice.

LOSS OF DATA

In the event that any information or data relating to you or your use of any of Alice Tokens, Alpha-MNA Tokens, or MNA and Alpha-MNA websites held by Alice or any third-party on behalf of or in coordination with Alice is lost, corrupted or otherwise no longer reasonably available or accessible as determined by Alice in its sole discretion, you agree that to the greatest extent permissible at law Alice will have no liability to you of any nature relating to any such information or data.

BREACH AND REMEDIES

You understand and agree that observance of your obligations hereunder is of significant importance to Alice and that, if you breach these Terms, Alice would incur serious losses and other detrimental consequences which might not easily be cured.

If you breach any provision of, or undertaking, under these Terms, Alice shall have the right to seek specific performance in respect of your obligations under these Terms including but not limited to the right to request that you cease and/or desist from committing any breach of such obligations, whether or not this forces you to abandon any commercial activity or not to pursue any opportunities at that time (cease and desist injunction).

Alice has the right to seek interim legal protection to prevent detrimental consequences and effects that cannot easily be remedied or to ensure an effective enforcement of your obligations under this

Agreement. In such event, you fully waive any right you may have under applicable laws to request the provision of securities by Alice.

TERMINATION

Alice may terminate this Agreement if, in Alice's sole discretion, Alice determines that there has been a breach of these Terms, a material breach of any other agreement between you and Alice or a violation of law.

Upon termination, all licenses granted herein end immediately. You will cease using Alpha-MNA Tokens and Alpha-MNA and return to us any Alpha-MNA Tokens you may have in your possession. Termination of these Terms will not relieve you of your obligation to pay any amounts you owe up to and including the date of termination.

GENERAL INFORMATION

THIRD-PARTY RIGHTS

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts /Rights of Third Parties to enforce any term of this agreement.

The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. You acknowledge and agree that Alice's licensors are a third-party beneficiary of these Terms.

ENTIRE AGREEMENT; WAIVER; SEVERABILITY

These Terms, together with the Privacy Policy which is incorporated herein by reference, constitute the entire agreement between you and Alice. The failure of Alice to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

AMENDMENTS

Alice reserves the right to amend these Terms from time to time upon placing any such amendments on the Alice Tokens, Alpha-MNA Tokens, or MNA and Alpha-MNA websites or by providing you direct notice of any such changes. Your continued use of any of the Alice Tokens, Alpha-MNA Tokens, or MNA and Alpha-MNA websites thereafter will be deemed as acceptance by you of any such changes to these Terms.

ASSIGNMENT

Alice will at a later date, and is hereby permitted, to assign all of Alice's rights and obligations under these Terms to a future affiliated entity in any jurisdiction. These Terms shall be binding upon and inure to the benefit of the permitted assignee of Alice.

APPLICABLE LAW AND JURISDICTION

To the maximum extent allowed under applicable laws, these Terms are governed by the substantive laws of Singapore, to the exclusion of its rules of conflict of laws and to the exclusion of international treaties.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim, arbitration claim, or cause of action you may have arising out of or related to the use of any Alice or Alpha-MNA Tokens or the

Alpha-MNA platform must be filed within one (1) year after such claim or cause of action arose or be forever barred.

DATA

It is acknowledged and agreed that as an eligibility requirement for Alpha-MNA that data will be collected upon feedback including gender, age, and geographic area. Alice will process data in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules. The data required to be collected and processed would be of no use after evaluation and its retention will be limited to evaluation analysis and provisioning obligations for the return of Alice Token after the completion of the test. The players' individual identifiable data is of no relevance and only player nominated pseudonyms may be collected.

It is acknowledged and agreed as an eligibility requirement for Alpha-MNA that Alice will collect the user account and the wallet address data from the players, who hold a Plot, that is required for registration in Alpha-MNA. This data will be processed in accordance with all applicable data regulations, with particular attention to geolocated user entry data origination and data travel rules.

DISPUTES

Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the existence, breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration in accordance with the SIAC Arbitration rules 2019 the at the Singapore International Arbitration Centre (**SIAC**) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be in English.

All arbitral proceedings all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and

may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.