

FANForce Website Terms of Service

TERMS OF SERVICE

Last Revised on 4 November, 2024

Welcome to the Terms of Service (as may be amended from time to time, these “**Terms**”) for our website located at <https://www.fanforce.xyz/> (the “**Website**”, “**we**” or “**us**”). The Website and any content, tools, documentation, features and functionality offered on or through the Website are collectively referred to as the “**Services**”.

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms and acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and the Company. If you do not understand, accept or agree to these Terms, please do not use the Services.

The Protocol is Not Part of the Services. The protocol is open source software. These terms only apply to your use of the fanforce.xyz Website and any content, tools, documentation, features and functionality offered on or through the Website.

The Protocol is Not Part of the Services: The FANForce protocol is an orchestration of several smart contracts that were used to create the Fan Tokens, Rewards, Auctions, and other services, along with the ERC-20 Token Contract for the minting of the FAN token on an established Blockchain (the “**Protocol**”). The Website is a web application that displays provides certain information and tools to facilitate a user’s access to or use of the Protocol. The Website is part of our Services.

However, the Protocol and the Ethereum blockchain software are not part of the Services. Other developers are free to create their own interfaces to function with the Protocol. We do not control all activity and data on the Protocol itself, nor do we take possession, custody, or control over any digital assets on the Protocol (other than such assets that we hold or custody for ourselves or for third parties that have specifically authorized us to hold or custody such assets on their behalf, and that in each case are transacted in via the Protocol). You acknowledge and agree that we make no representations and warranties with respect to the Protocol. Your use of the Protocol is entirely at your own risk.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services and the person who accepts these Terms. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

SECTION 8 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 8.

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1. General

Wallets. To use the Protocol you will need to connect a compatible third-party digital wallet (“Wallet”). These are third-party services, and you are using them under the terms and conditions of the applicable third-party provider. We do not maintain or support any Wallet. We accept no responsibility or liability to you in connection with your use of a Wallet, and we make no representations or warranties regarding how the Services will operate with, or be compatible with, any specific Wallet. The private keys necessary to access the assets held in a Wallet are not held by the Organization. The Organization has no ability to help you access or recover your private keys and/or seed phrases for your Wallet. You are solely responsible for maintaining the confidentiality of your private keys and you are responsible for any transactions signed with your private keys.

Monitoring. We may make any improvement, modifications or updates to the Services (the “Updates”) from time to time. Your continued access and use of the Services are subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us.

Although the Company is not obligated to monitor access to or participation in the Services, it has the right to do so for the purpose of operating the Services, to ensure compliance with the Terms and to comply with applicable law or other legal requirements.

2. Who May Use the Services

1. Eligibility. You must be 18 years of age or older and not be a Prohibited Person to use the Services. A **"Prohibited Person"** is any person or entity that is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the E.U. Consolidated List of persons and the U.K. Consolidated List of Financial Sanctions Targets, (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as "terrorist supporting" by the United Nations or the governmental authority of the European Union, United Kingdom or the United States, or (c) owned or controlled by such persons or entities listed in (a)-(b). You acknowledge and agree that you are solely responsible for complying with all applicable laws of the jurisdiction you are located or accessing the Services from in connection with your use of the Services. By using the Services, you represent and warrant that you meet these requirements and will not be using the Services for any illegal activity or to engage in the prohibited activities in Section 4.2.
2. Other Information. We may require you to provide additional information and documents regarding your use of the Services, including at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering or for counteracting financing of terrorism. We may also require you to provide additional information or documents in cases where we have reason to believe: (i) that your Wallet is being used for illegal money laundering or for any other illegal activity; or (ii) you have concealed or reported false identification information or other details.
3. Your use of the Services is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, securities, anti-money laundering and counter-terrorist financing, proliferation financing provisions and sanctions ("**Applicable Law**"). You agree to act in compliance with and be legally bound by these Terms and all Applicable Law. You may not access or use the Services if you are in any jurisdiction where such access or use is prohibited by the Applicable Laws. These Terms are conditioned on your continued compliance at all times with these Terms and all Applicable Law.
4. You understand and agree that neither the Foundation nor any of its subsidiaries are registered with or licensed by the Cayman Islands Monetary Authority, the BVI Financial Services Commission, or by any other governmental authority in any jurisdiction in the world.
5. You understand and agree that the introduction of any changes to the Virtual Assets (Service Providers) Act (as revised) of the Cayman Islands or the British Virgin Islands Virtual Assets Service Providers Act (as revised) of the British Virgin Islands, as applicable, or any guidance issued in connection therewith, or any change to the business activities of the Foundation and/or any of its subsidiaries, or any changes to the Protocol or their

business activities, may result in one or all of them becoming subject to regulation in the Cayman Islands or the British Virgin Islands, as applicable, which may impact the provision of the services hereunder.][1]

3. Location of Our Privacy Policy

1. Privacy Policy. We may obtain personal data about you and may subsequently obtain personal data about you either from you directly or from third-parties. Our Privacy Policy describes how we handle the personal data you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at the bottom of our website click on the link “Privacy Policy”.

4. Rights We Grant You

Right to Use Services. We hereby permit you to use the Services for your internal use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you a personal, non-assignable, non-sublicensable, non-transferrable, royalty-free and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Company, in its sole discretion, may elect to take. The license granted in this section shall terminate automatically and immediately upon the occurrence of any of the following events: (i) these Terms expire or are terminated; (ii) you violate these Terms; (iii) the Company chooses to terminate the license or your access to the Protocol at its sole and absolute discretion, with or without reason.

Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so: download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;

duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same, except as expressly permitted by these Terms or applicable law;

use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;

use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services; exploit the Services for any commercial purpose,

including without limitation communicating or facilitating any commercial advertisement or solicitation;

access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;

attempt to gain unauthorized access to, interfere with, damage or disrupt the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;

circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;

use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;

introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;

submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, filthy, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical or disruptive purposes, or otherwise use the Services in a manner that is obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, hateful, cruel or insensitive, deceptive, threatening, abusive, inflammatory, pornographic, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, defamatory, obscene or otherwise objectionable;

violate any applicable law or regulation in connection with your access to or use of the Services; or access or use the Services in any way not expressly permitted by these Terms.

Interactions with Other Users on the Services. You are responsible for your interactions with other users on or through the Services or Protocol. While we reserve the right to monitor interactions between users, we are not obligated to do so, and we cannot be held liable for your interactions with other users, or for any user's actions or inactions. If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to

include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

FanPoints. The Services may display points based on your use of the Services or the Protocol (“FanPoints”). Points have no value, and are merely used to measure user engagement with the Services and the Protocol. We may offer certain functions of the Services to users that have accumulated certain levels of Points, but the availability of such functions is subject to change at any time in our sole discretion. You do not own the Points. Points are not a substitute for currency or medium of exchange, and do not have an equivalent value in real currency. Points cannot be transferred outside of the Services. It is not possible to sublicense, trade or sell Points for money or other consideration, or exchange Points for value of any kind outside of the Services. Any attempt to do so is prohibited and may cause the Points to be voided. Points are not redeemable, refundable or eligible for any currency or anything else of value.

5. Ownership and Content

Ownership of the Services. The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.

Ownership of Trademarks. The Company’s name, trademarks and logos and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

Ownership of Feedback. We welcome feedback, bug reports, comments and suggestions for improvements to the Services (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

6. Third Party Services and Materials

Third Party Services and Materials. The Services may display, include or make available services, content, data, information, applications or materials from third parties (“Third-Party Services and Materials”) or provide links to certain third-party websites. The Company does not endorse any

Third-Party Services and Materials. You agree that your access and use of such Third-Party Services and Materials is governed solely by the terms and conditions of such Third-Party Services and Materials, as applicable. The Company is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services and Materials, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services and Materials. The Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services and Materials or websites. You irrevocably waive any claim against the Company with respect to such Third-Party Services and Materials. We are not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Third-Party Services and Materials, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services and Materials. Third-Party Services and Materials and links to other websites are provided solely as a convenience to you.

7. Disclaimers, Limitations of Liability and Indemnification

Disclaimers.

Your access to and use of the Services and the Protocol are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “Company Entities”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES RELATING TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, USAGE, QUALITY, PERFORMANCE, SUITABILITY OR FITNESS OF THE SERVICES AND THE PROTOCOL FOR ANY PARTICULAR PURPOSE, OR AS TO THE ACCURACY, QUALITY, SEQUENCE, RELIABILITY, WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN WHETHER LATENT OR PATENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services and the Protocol; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or the Protocol; (c) the operation or compatibility with any other application or any particular system or device, including any Wallets; (d) whether the Services or the Protocol will meet your requirements or be available on an uninterrupted, secure or error-free basis; (e) whether the Services or the Protocol will protect your assets from theft, hacking, cyber attack, or other form of loss caused by third party conduct. Nothing contained in the Services constitutes, or is meant to constitute, financial, legal or other professional advice of any kind. If you require advice in relation to any financial, legal or other professional matter you should consult an appropriate professional. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

THE LAWS OF CERTAIN JURISDICTIONS, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN SECTION 7.2 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.

YOU UNDERSTAND AND AGREE THAT WE DO NOT PROVIDE ANY CUSTODIAL OR SIMILAR SERVICES, CUSTODIAL SOLUTIONS, OR SOFTWARE, NOR ACT AS YOUR AGENT OR REPRESENTATIVE AND DO NOT CONTROL, MANAGE OR CUSTODY ANY OF YOUR TOKENS. [3] Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR LOSS OF REVENUE OR LOSS OF PROFITS (WHETHER SUCH LOSS BE DIRECT OR INDIRECT LOSS), (B) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (C) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES.

THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (HKD100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR OFFERINGS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Acknowledgement; Assumption of Risks.

By using the Services or Protocol, you represent that you have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain technologies, cryptocurrencies and other digital assets, storage mechanisms (such as Wallets), and blockchain-based software systems to be able to assess and evaluate the risks and benefits of the Services or Protocol contemplated hereunder, and will bear the risks thereof, including loss of all amounts paid, and the risk that the cryptocurrencies and other digital assets may

have little or no value. You acknowledge and agree that there are risks associated with purchasing and holding cryptocurrency and using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.

You acknowledge that cryptocurrencies and other similar digital assets are neither (i) deposits of or guaranteed by a bank nor (ii) insured by the FDIC or by any other governmental agency. The regulatory regime governing blockchain technologies, cryptocurrencies and other digital assets is uncertain, and new regulations or policies may materially adversely affect the potential utility or value of such cryptocurrencies and digital assets. There also exists the risks of new taxation of the purchase or sale of cryptocurrencies and other digital assets.

Smart contracts execute automatically when certain conditions are met. We do not have the ability to reverse a transaction that is recorded on a public blockchain. You are responsible for ensuring that any details entered you enter in connection with a transaction using any smart contracts are accurate and complete. We are not responsible for any losses due to your errors, including an incorrectly constructed transaction. Further, since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects to digital assets, including but not limited to significant volatility and risk of loss.

You acknowledge that there are inherent risks associated with using or interacting with public blockchains and blockchain technology. There is no guarantee that such technology will be unavailable or subject to errors, hacking or other security risks. Underlying blockchain protocols may also be subject to sudden changes in operating rules, including forks, and it is your responsibility to make yourself aware of upcoming operating changes.

Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services or Protocol; or (d) your negligence or wilful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

Third Party Beneficiaries. You and the Company acknowledge and agree that the Company Entities (other than the Company) are third party beneficiaries of these Terms, including under Sections 7 and 8.

Entire Agreement. These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and the Company concerning the matters contemplated herein and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and the Company regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.][4]

8. DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Disputes. For the purpose of this section, a “Dispute” is any dispute, controversy or claim whatsoever that arises out of or is in any way connected with these Terms or relates in any way to the Services, including the Website, any use or access or lack of access thereto, and any other usage of the Protocol even if interacted with outside of the Services, save for Excluded Disputes (as defined in section 8.5 below)

Informal Process First. You and the Company agree that in the event of any Dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the Dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Company agree that this Dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Arbitration Agreement and Class Action Waiver. The parties agree that after the informal Dispute resolution process, any remaining Dispute (collectively, “Claim”) shall be referred to and finally resolved in accordance with the Rules of Hong Kong International Arbitration Center (the “HKIAC Rules”) by a single arbitrator appointed in accordance with the HKIAC Rules. The parties agree that the award of the arbitrator shall be the sole and exclusive remedy between them regarding any claims made hereunder. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.

Excluded Disputes. Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in accordance with section 9.9 below: (i) disputes

or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; (ii) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or (iii) intellectual property disputes (“Excluded Disputes”).

Costs of Arbitration. Payment of all filing, administration, and arbitrator costs and expenses will be governed by the HKIAC Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose, then the payment of all fees will be governed by the HKIAC rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

Opt-Out. You have the right to opt-out and not be bound by this arbitration agreement set forth in these Terms by sending written notice of your decision to opt-out to support@fanforce.xyz. The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to this arbitration agreement on a non-class basis in accordance with these Terms. If you opt out of only this arbitration agreement, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of this arbitration agreement, the Company also will not be bound by them.

WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. To the fullest extent permitted by applicable law, you and the Company each agree that each Dispute shall be resolved in individual arbitration in accordance with this arbitration agreement and will not be brought and conducted AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING (“CLASS ACTION”). You and the Company AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and the Company EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the Dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and the Company agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR

MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

This arbitration agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

9. Additional Provisions

Updating These Terms. We may modify these Terms from time to time without prior notice at our sole discretion, in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

Suspension; Termination. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may, in its sole discretion, suspend or terminate your access to or use of any of the Services, with or without notice, for any or no reason, including, without limitation, (i) if we believe, in our sole discretion, you have engaged in any of the prohibited activities set forth in Section 4.2; (ii) if you provide any incomplete, incorrect or false information to us; (iii) if you have breached any portion of these Terms; and/or (iv) if we determine such action is necessary to comply with these Terms, any of our policies, procedures or practices, or any law rule or regulation. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company without your consent or approval, but these Terms and the licenses granted hereunder may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Interpretation. The word "and/or" as used in these Terms has an inclusive meaning, equivalent to "or". The terms 'include' and 'including' will be deemed to be immediately followed by the phrase "without limitation." The headings appearing at the beginning of several Sections contained in these Terms have been inserted for identification and reference purposes only and must not be used to construe or interpret these Terms. The word "will" as used in these Terms has its common meaning, as well as the meaning ascribed to the word "shall": expressing a current obligation, or obligation that will arise in the future. Defined terms in the singular include the plural and vice versa. Words in the masculine gender include the feminine and neuter gender and vice versa. Words such as "herein," "hereinafter," "hereto," "hereby," and

"hereunder," when used in these Terms, refer to these Terms as a whole, unless the context otherwise requires.

Governing Law. These Terms are governed by the laws of the Hong Kong Special Administrative Region.

Jurisdiction. In relation to Excluded Disputes only, the parties submit to the [non-]exclusive jurisdiction of the Hong Kong Special Administrative Region Courts.

Language. Currently, only the English version of these Terms and any communications hereunder is considered official. The English version shall prevail in case of differences in translation of any materials, information, documents, communications or other content.

How to Contact Us. You may contact us regarding the Services or these Terms by e-mail at support@fanforce.xyz