Dated: November 5, 2026

Version: 3.4

Legendz Terms and Conditions

These Terms and Conditions form a binding legal agreement between you and Legendz (as defined below) and apply to your use of any of our Games or our Platform in any way, through any electronic device (web, mobile, tablet or any other device). You must read these Terms and Conditions carefully in their entirety before checking the box for acceptance and creating a Registered Account. By checking such box for acceptance during the registration process, or by accessing the Games or creating a Customer Account, you confirm that you have read and agree to be bound by these Terms and Conditions, which include and are inseparably linked to our Privacy Policy, Responsible Social Gameplay Policy, and other game-specific or promotion-specific terms relevant to your participation. If you do not agree with any provision of these Terms and Conditions or any other linked policy, rules or terms you may not use the Platform or play any Game.

These Terms and Conditions have been updated since the last version published on November 2, 2026, superseding and replacing all prior agreements and versions of the Terms and Conditions. Your continued use of the Website constitutes explicit acceptance of any updates made to these Terms and Conditions.

IMPORTANT INFORMATION ABOUT BINDING AND FINAL ARBITRATION: PLEASE NOTE THAT THESE TERMS AND CONDITIONS INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL BINDING ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME. YOU HAVE THE RIGHT TO OPT OUT OF THESE PROVISIONS. FOR MORE INFORMATION PLEASE SEE SECTION 25 OF THESE TERMS AND CONDITIONS.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPS COINS CANNOT BE PURCHASED AND ARE ONLY EVER PROVIDED FREE OF CHARGE, INCLUDING THROUGH THE ALTERNATIVE METHOD OF ENTRY IN ACCORDANCE WITH THE SWEEPS RULES.

THE PLATFORM AND GAMES DO NOT OFFER REAL MONEY GAMBLING, AND NO REAL MONEY IS REQUIRED TO PLAY. THE PLATFORM OFFERS SOCIAL GAMES PLAYED WITH GOLD COINS, WHICH HAVE NO VALUE, AND PROMOTIONAL SWEEPSTAKES PLAYED WITH SWEEPS COINS, WHICH ARE ALWAYS FREE. FOR THE AVOIDANCE OF DOUBT, WHILE SOME GAMES MAY RESEMBLE SLOT MACHINES OR TABLE GAMES FOUND IN REAL-WORLD CASINOS, THE GAMES IN NO WAY OFFER REAL MONEY GAMBLING OPPORTUNITIES AND THE SERVICE IS INTENDED FOR ENTERTAINMENT PURPOSES ONLY. ONLY PLAYERS IN PERMITTED TERRITORIES ARE ELIGIBLE TO SIGN UP AND PARTICIPATE ON LEGENDZ.COM. PLAYERS LOCATED IN AN EXCLUDED TERRITORY ARE NOT PERMITTED TO CREATE A REGISTERED ACCOUNT AND/OR PLAY. LIMITED ACCESS TERRITORIES WILL NOT RECEIVE FULL ACCESS TO THE SITE.

VOID WHERE PROHIBITED. OFFICIAL SWEEPS RULES AND PLAYER SAFETY POLICY APPLY.

1. DEFINITIONS

In these Terms, the following definitions shall apply:

“Collective Arbitration” means any claim as part of a class, group, collective, coordinated, consolidated, mass, or representative proceeding.

“Content” means text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code and other material used, displayed or available as part of the Games and Platform. Content includes Virtual Currency.

“Customer Account” means an account held by a Registered Customer.

“Excluded Territory” means the States of California, Connecticut, Idaho, Indiana, Louisiana, Maine, Michigan, Montana, Nevada, New Jersey, New York, Tennessee, Oklahoma and Washington, as well as any outlying U.S. territories or possessions, and any other jurisdiction outside of the United States.

“Fraudulent Conduct” means any of the conduct described in clause 12.1.

“Game” means any one or more Game(s) available on the Platform in either Standard Play. Legendz International reserves the right to add and/or remove Games from the Platform (including limiting their availability in certain jurisdictions) at our sole discretion for any reason.

“Gold Coin” means the virtual social gameplay token which enables you to play the Standard Play Games. Gold Coins have no monetary value and cannot under any circumstance be redeemed for prizes.

“Inactive Account” means a Customer Account which has not recorded any log in or log out for a period exceeding 12 consecutive months.

“Legendz” means the brand Legendz owned and operated by 3-102-965755 Sociedad de Responsabilidad Limitada, commercially registered and referred to as Carbon Star Ventures, a Costa Rica company with cédula jurídica (legal identification number) 3-102-965755 and its principal address at Avenida Doce, Calle Noventa, Sabana Oeste, Mata Redonda, San José, Costa Rica

“Legendz International” means our group and our affiliates, including Platinum Panther, LLC.

“Limited Access Territory” means the State of OHIO where only certain Games and features are available whilst located in this Territory.

“Merchandise” means any physical goods provided to you by Legendz International as a reward or as a competition or tournament prize.

“Participate” means playing any Games or using our Platform in any manner whatsoever, including any of the conduct described in clause 3.

“Payment Administration Agent” means the service provided through any related body corporate, affiliate, or third party we appoint to act as our agent, including but not limited to any group company of Legendz International.

“Payment Medium” means any card, online wallet, financial/bank account or other payment medium used to purchase Gold Coins.

“Permitted Territories” mean any territory in which we permit our services to be offered and which is not an Excluded Territory. We reserve the right to change our Permitted Territories and Excluded Territories at any time at our sole discretion.

“Platform” means the services provided through any URL or mobile application belonging to, or licensed to Legendz International, including the website located at https://www.legendz.com, and all subdomains, subpages and successor sites thereof, as well as all Games, features, tools and services available thereon.

“Player” or “you” means any person who Participates, whether or not a Registered Customer.

“Player Support Team” performs the player support function.

“Registered Customer” means a Player who has successfully registered a Customer Account, whether that account is considered active or not.

“Standard Play” means participating in any game on the Platform played with Gold Coins. We may give you Gold Coins free of charge when you sign up to the Platform and thereafter at regular intervals when you log into the Platform. You may win more Gold Coins when you play in Standard Play and you may purchase more Gold Coins on the Platform. You cannot win prizes when you Participate in Standard Play.

“Terms and Conditions” or “Terms of Service” means these terms and conditions of service, as amended from time to time.

“Third Party Website” means a third party website not controlled by us.

“Virtual Currency” means the in-game currency such as Gold Coins or other currencies available on a territorial basis, which are only available on the Platform. Virtual Currency possess no real-world monetary value.

2. LICENSING AND THE PROTECTION OF FUNDS

2.1. The online social gaming operator known as “Legendz” is owned and operated by 3-102-965755 Sociedad de Responsabilidad Limitada (“Us”, “we”, “Our”, “Legendz”). All payments are processed by Legendz International, affiliated companies or any Payment Administration Agent that is lawfully appointed.

3. YOUR PARTICIPATION

Restrictions

3.1. You declare and warrant that:

(a) you are over 18 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence and are, under the laws applicable to you, legally allowed to participate in the Games offered on the Platform;

(b) WHEN PARTICIPATING IN: STANDARD PLAY, YOU DO NOT RESIDE IN OR ACCESS THE PLATFORM FROM THE EXCLUDED TERRITORIES; AND (c) you participate in the Games strictly in your personal capacity for recreational and entertainment purposes only;

(d) you participate in the Games on your own behalf and not on the behalf of any other person;

(e) all information that you provide to us during the term of validity of these Terms and Conditions is true, complete and correct, and you will immediately notify us of any change to such information;

(f) money that you use to purchase Gold Coins is not tainted with any illegality and, in particular, does not originate from any illegal activity or source, or from ill-gotten means;

(g) you will not purchase Gold Coins from a business or corporate account, but only an account held in your name;

(h) you will not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to your or third parties' participation in any of the Games and you will not use any software-assisted methods or techniques (including but not limited to bots designed to play automatically) or hardware devices for your participation in any of the Games. We reserve the right to invalidate any participation in the event of such behavior;

(i) in relation to the purchase of Gold Coins, you must only use a valid Payment Medium which lawfully belongs to you; and

(j) you will not sell or trade for value, or seek to sell or trade for value, or accept as a sale or trade for value, any Merchandise provided to you by us.

(k) you agree not to access the Platform Content through any technology or means other than the authorized webpages and/or applications designated by us, or other explicitly authorized means that we may designate in writing.

(l) you agree not to use the Platform or our other content or property for any commercial use without our prior written authorization. Prohibited commercial uses include any of the following actions taken without our express approval:

(1) sale of access to the Platform or our other content or its related services on another website;

(2) use of the Platform or its related services for the primary purpose of gaining advertising or subscription revenue;

(3) the sale of advertising, on the Platform or any Third-Party Website, targeted to the content of our specific Content; and

(4) any use of the Platform or its related services that we find, in our sole discretion, to use the Platform or our other Content with the effect of competing with or displacing the market for the Platform or our Content.

(m) Prohibited commercial uses do not include any use that we expressly authorize in writing.

(n) Where expressly allowed by us, if you use any of our Content on another website, you must include a prominent text link back to Legendz.com on the pages where our Content is utilized. In such an instance you may not modify, build upon, or block any portion of the utilized Content.

(o) You agree not to collect or harvest any personally identifiable information, including Platform User Account names, from Legendz, nor to use the communication systems provided by Legendz (e.g. comments, messaging, etc.) for any commercial solicitation purposes.

(p) You will otherwise comply with the Terms and Conditions contained herein, and all applicable local, national, and international laws and regulations.

(q) We reserve the right to discontinue any aspect of the Platform or Content at any time.

3.2. IF GOLD COIN PURCHASES HAPPEN TO BE MADE FROM WITHIN ANY EXCLUDED TERRITORIES, THEY WILL BE VOIDED AND REFUNDED, MINUS AN ADMINISTRATIVE FEE OF UP TO 10% OF THE TOTAL PURCHASES MADE BY THE PLAYER, IN ADDITION TO ANY CHARGES THAT MAY BE LEVIED BY THE BANK OR FINANCIAL INSTITUTION MANAGING THE AFOREMENTIONED REVERSAL.

3.3. It is your responsibility to ensure that your Participation is lawful in your jurisdiction. Any person who is knowingly or inadvertently in breach of clause 3, including any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of your real location whether accidental or intentional, or by otherwise providing false or misleading information regarding your location or place of residence, or by Participating from an Excluded Territory or through a third party or on behalf of a third party, is in breach of these Terms and Conditions. You may be committing fraud and may be subject to criminal prosecution. Additionally, your account will be closed, and any coins will be confiscated at our sole discretion. Purchases will not be refunded.

3.4. Employees of Legendz International, any of their respective affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Games and their immediate family (spouse, parents, siblings, and children, whether the relationship is by birth, marriage, or adoption) and household members (people who share the same residence at least 3 months of the year) are not eligible to Participate.

4. LICENCE

4.1. Subject to your agreement and continuing compliance with these Terms and Conditions, Legendz grants you a personal, non-exclusive, non-transferable, non sublicensable, revocable, limited license to access and use the Platform and the Content through a supported Web browser or mobile device, solely for your personal, private entertainment and no other reason.

4.2. These Terms and Conditions do not grant you any right, title or interest in the Platform or Content.

4.3. You acknowledge and agree that your license to use the Platform is limited by these Terms and Conditions and if you do not agree to, or act in contravention of, these Terms and Conditions, your license to use the Platform (including the Games and Content) may be immediately terminated.

4.4. Where the Platform or any Game is deemed to be illegal under the laws of the jurisdiction in which you reside or are situated, you will not be granted any license to, and must refrain from accessing, the Platform or relevant Game.

5. YOUR CUSTOMER ACCOUNT

5.1. ONE CUSTOMER ACCOUNT ONLY. You are allowed to have only one Customer Account, including any Inactive Account, on the Platform. If you attempt to open more than one Customer Account, all accounts you have opened or try to open may be suspended or closed and other

consequences specified in these Terms and Conditions may be enforced, such as confiscation of coins at our sole discretion. Purchases will not be refunded.

5.2. When creating your Customer Account, you must provide accurate and complete information. If you provide information that is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your Customer Account immediately and refuse any and all current or future use of the Platform, Content, or other Legendz services (or any portion thereof) and declare any Virtual Currency won invalid. Purchases will not be refunded.

5.3. You must notify us immediately if you notice that you have more than one registered Customer Account, whether active or not, on any one Platform. DO NOT CREATE A NEW CUSTOMER ACCOUNT IF YOU WISH TO CHANGE YOUR EMAIL, ADDRESS OR SURNAME.

5.4. You are required to keep your registration details up to date at all times. If you change your address, email, phone number or any other contact details or personal information, contact Guest Services.

5.5. As part of the registration process, you will have to choose a unique Player User Name and password to login into the Platform, unless you login to your Customer Account using a social media login facility. You will also be assigned a unique Player ID Number associated with your Customer Account.

5.6. Player Names on the Platform may not include:

(i) References to breaking the law, including terrorism and child exploitation;

(ii) violence and/or threats;

(iii) hateful conduct;

(iv) harassment and sexual harassment;

(v) unauthorized sharing of private information;

(vi) impersonation;

(vii) glorification of natural or violent tragedies;

(viii) self-destructive behavior;

(ix) references to recreational drugs, hard drugs, and drug abuse, with exceptions for alcohol, tobacco, and marijuana;

(x) references to gaming addiction and gambling addiction;

(xi) references to sexual acts, genitalia, or sexual fluids. Indefinite suspensions will be issued, at our sole discretion, for Player Names that violate these Terms.

5.7. It is your sole and exclusive responsibility to ensure that your Customer Account login details and any Payment Mediums are kept secure and are only accessible by you. You accept full responsibility for any unauthorized use of your Customer Account and any activity linked to your Customer Account, including by a minor (which in all events is prohibited).

5.8. You must not share your Customer Account or password with another person, let anyone else access or use your Customer Account, or do any other thing that may jeopardize the security of your Customer Account.

5.9. If you become aware of, or reasonably suspect that security in your Customer Account has been compromised, including loss, theft or unauthorized disclosure of your password and Customer Account details, you must notify us immediately.

5.10. You are solely responsible for maintaining the confidentiality of your password and you will be held responsible for all uses of your Customer Account, including any purchases made under the Customer Account, whether those purchases were authorized by you or not.

5.11. You are solely responsible for anything that happens through your Customer Account, whether or not you undertook those actions. You acknowledge that your Customer Account may be terminated if someone else uses it and engages in any activity that breaches these Terms and Conditions or is otherwise illegal.

5.12. We are not responsible for any abuse or misuse of your Customer Account by third parties due to your disclosure of your login details to any third party, whether such disclosure is intentional or accidental, active or passive.

5.13. You may not transfer Virtual Currency between Customer Accounts, or from your Customer Account to other players, or to receive Virtual Currency from other Customer Accounts into your Customer Account, or to transfer, sell or acquire Customer Accounts. Any attempt to circumvent these prohibitions is ground for immediate closure of your Customer Account, without prejudice to any other rights or remedies available to us.

5.14. We reserve the right to close your Customer Account if it is deemed to be an Inactive Account.

5.15. If you wish to close your Customer Account, you may do so at any time by selecting the “Contact Us” link on the Platform and submitting a request to close your Customer Account. Closing your Customer Account will forfeit all continued access to and right to use, enjoy, or benefit from any Virtual Currency associated with your Customer Account.

5.16. If the reason behind the closure of your Customer Account is related to concerns about possible responsible social gameplay issues, you must indicate this in your request to close your Customer Account. Further details are provided in our Responsible Social Gameplay Policy. However, Legendz reserves the right to exclude or terminate your Customer Account if we have reason to believe there are responsible social gameplay concerns associated with your Customer Account.

5.17. You may be able to open your Customer Account again by sending a request to the Customer Support team. All requests for the re-opening of an account will be evaluated by our Guest Service and Compliance teams, who abide by strict customer protection guidelines.

5.18. We reserve the right to place limits on, suspend, close, or refuse to open a Customer Account in our sole discretion. If we close your Customer Account pursuant to clause 22.1 of these Terms and Conditions, the consequences set out in clause 22 shall apply. If we close your Customer Account any license to continued use, enjoyment, or benefit of or from the Virtual Currency will be terminated.

5.19. Suspected fraud and/or abuse will result in your Customer Account being closed and your Virtual Currency being removed, solely at the discretion of Legendz. Legendz reserves the right to cancel any bonuses and may remove any Virtual Currency won or Virtual Currency from your Customer Account if there is suspicion of fraud or abuse. Fraud or abuse includes, but is not limited to:

(a) Delaying game rounds in any game, including free spins and bonus features, to a later time when you have no playing requirements;

(b) Leaving large sums of Virtual Currency on the table and returning to the game after bonus play has completed;

(c) Playing games with bonus Virtual Currency to build up in-game value, lose the bonus Virtual Currency, and “pull out” on the built-up value; and

(d) Using strategies that take advantage of any software bug or failure.

6. GAMES

6.1. Games offered on the Platform may have their own rules which are available on the Platform. It is your responsibility to read the rules of a Game before playing. You must familiarize yourself with the applicable terms of play and read the relevant rules before playing any Game.

6.2. We reserve the right to declare any one play, spin, or other form of participation in a Game void, either partially or in full, if there is an error, mistake, misprint, or technical error on the pay table, win table, minimum or maximum play amounts, game mathematics, or software.

6.3. In the event of a difference or discrepancy between the result shown on a Player’s screen and the result showing on our software server, the result showing on our software server shall be the governing result.

6.4. Live Dealer Games:

(a) We offer Players the chance to play various table-style games in a live dealer setting using Virtual Currency. These Live Dealer Games involve events via the Services where Players will be playing with other Players at the same time. The Live Dealer Games include favorites such as Roulette, Baccarat, Blackjack, Dragon Tiger, Casino Hold’em, Andar Bahar, Limitless Blackjack, and Teen Patti. We reserve the right to add or remove Live Dealer Games as we see fit. Individual Live Dealer Game rules and VC pay-outs will be available to the Players in the individual Live Dealer Game pay tables while playing the individual Live Dealer Game. It is the Player’s responsibility to thoroughly review the rules of each Live Dealer Game.

(b) Please note that we cannot control certain actions of those Players, who may be, for example undertaking fraudulent activities such as colluding with other third parties or using unfair external factors or influences.

(c) If you suspect a third party is colluding, cheating or undertaking a fraudulent activity, please let us know as soon as possible and provide as much information as possible such as Game round ID, screenshots, video or any other identifying information such as action taken by the player, seat position or any other information related to the fraudulent claim.

(d) We will take reasonable steps to prevent such unacceptable behavior, however, we will not be liable for any loss or damage which you may incur as a result of such third-party collusion, fraud, cheating, or otherwise illegal activity. Players may leave a Live Dealer Game table at any time at their own discretion. Should the Player elect to leave the table after playing their hand and after the play time locks, the results of the round will still reflect in the Player's Virtual Currency balance.

(e) Please note that in the case of Live Dealer games, you may not at any time be able to see or otherwise be provided with the most up-to-date information in relation to the Live Dealer Game, including for example (but without limitation), through delayed coverage, a slow internet connection or equipment, or other system flaws, faults, errors or service interruption. We shall not be liable for any delay in relaying up-to-date information related to the Live Dealer Game.

(f) Interactions with Live Dealer: Players will be able to interact and directly communicate with the dealer while playing a Live Dealer Game. It is the Player's responsibility to act in an appropriate, friendly, and professional manner. Players may not belittle, attack, threaten, harass, insult or otherwise argue with the dealer or other Players. Any Player found to have violated this term or be reported to us by the Live Dealer Game operator may be subject to account suspension, termination or a permanent ban from the Platform, Content, and any other Legendz International services.

7. PURCHASING GOLD COINS

7.1. The Payment Medium you use to purchase Gold Coins must be legally and beneficially owned by you and in your name. If it comes to our attention that the name you registered on your Customer Account and the name linked to your Payment Medium differ, your Customer Account will be immediately suspended. Should your Customer Account be suspended, we recommend that you contact Customer Support for details regarding our verification process.

7.2. We reserve the right to request documents and information to verify the legal and beneficial ownership of the Payment Medium used to make any purchases at Legendz.com.

7.3. You agree that we and our Payment Administration Agents and payments facilitators may store your payment information (e.g., card number or token) to process your future purchases. By accepting these Terms and Conditions, you authorize us, and our Payment Administration Agents and payments facilitators to store your payment credentials in compliance with applicable payment processing regulations.

7.4. We begin processing a payment for the purchase of Gold Coins when you click on the "BUY" button.

7.5. Purchases of Gold Coins are final and are not refundable, transferable or exchangeable. You agree to notify us about any billing problems or discrepancies within 30 days from the date of your purchase. If you do not bring them to our attention within 30 days, you agree that you waive your right to dispute such problems or discrepancies. You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and any other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted or that were authorized or accepted using your Customer Account (even if not authorized by you).

7.6. We may charge a fee for the processing of a purchase or a redemption, in our sole discretion. Any applicable fee shall be displayed to the customer during the checkout process.

7.7. You may participate in any Game only if you have sufficient Virtual Currency (as applicable) in your Customer Account for such Participation. We will not extend you any credit whatsoever for the purchase of Gold Coins or otherwise.

7.8. From time to time, we may assign minimum or maximum Gold Coin purchases as specified and offered on the Platform.

7.9. Once a Gold Coin purchase has been made, the funds will be drawn from your Payment Medium as soon as practicable.

7.10. The purchase of Gold Coins is the purchase of a license that allows you to Participate in Standard Play Games and is not the deposit of funds which can be withdrawn. Funds used to purchase Gold Coins will not, and cannot, be refunded to you, except as specifically provided for in these Terms. Gold Coins do not have any real money value.

7.11. Virtual Currency that have been submitted for play and accepted cannot be changed, withdrawn or cancelled and the Virtual Currency (whichever applicable) will be drawn from your Virtual Currency balance instantly.

7.12. If you are found to have one or more of your purchases returned or reversed or charged back, your Customer Account will be suspended. If this occurs, the amount of such purchases will constitute a debt owed by you to us and you must immediately remit payment for such purchases through an alternative payment method. Until payment is received by us or our Payment Administration Agent, any purchases will be deemed void and further purchases will not be allowed.

8. PROMOTIONS

8.1. All promotions, contests, special offers and bonuses, are subject to these Terms and Conditions, the Sweeps Rules and to additional terms that may be published at the time of the promotion.

8.2. In the event and to the extent of any conflict between these Terms and Conditions and any promotion-specific terms and conditions, the promotion-specific terms and conditions will prevail.

8.3. We reserve the right, at our sole discretion, to withdraw or modify such promotions (including their availability) without prior notice to you.

8.4. If, in our reasonable opinion, we form the view that a Registered Customer is abusing any promotion, to derive any advantage or gain for themselves or other Registered Customers, including by way of Fraudulent Conduct, we may, at our sole discretion, withhold, deny or cancel any advantage, bonus or other in game reward as we see fit.

8.5. Without limiting clause 13.4, you confirm that you grant us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, and without further acknowledgement of you as the author, any Content you post or publish as part of a promotion, contest or competition.

9. CURRENCY AND PAYMENT ADMINISTRATION AGENT

9.1. All Gold Coin purchases are executed in USD. It is a Player’s responsibility to ensure that their nominated bank account can accept transactions in USD.

9.2. All foreign exchange transaction fees, charges or related costs that you may incur as a result of, or in relation to, payments made by us to you are to be borne solely by you, including but not limited to any losses or additional costs arising from foreign exchange fluctuations.

9.3. You acknowledge and agree that we may in our sole discretion, from time to time, appoint one or more Payment Administration Agents to accept or make payments (including merchant facilities) from or to Players on our behalf.

9.4. A Payment Administration Agent will have the same rights, powers and privileges that we have under these Terms and Conditions and will be entitled to exercise or enforce their rights, powers and privileges as our agent or in their own name. In no event will we be liable to any Player for any loss, damage or liability resulting from the Payment Administration Agent's negligence or acts beyond the authority given by us.

9.5. If at any time we mistakenly add Virtual Currency to your Customer Account that do not belong to you, whether due to a technical error, human error or otherwise, the Virtual Currency added by mistake will remain Legendz property and will be deducted from your Customer Account. If you become aware that you have mistakenly received a prize redemption that does not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event you discover an incorrect addition of Virtual Currency, you are obliged to notify Customer Support by using the “Contact” link on the Platform without delay.

10. VERIFICATION

10.1. You agree that we are entitled to conduct any identification, credit and other verification checks that we may reasonably require or that are required of us under applicable laws and regulations or by relevant regulatory authorities or to otherwise prevent financial crime.

10.2. Until all required verification checks are completed to our satisfaction we are entitled to restrict your Customer Account in any manner that we may reasonably deem appropriate, including by suspending or closing your Customer Account.

10.3. We will carry out additional verification procedures in accordance with our internal anti-financial crime policies, including without limitation for any cumulative or single purchase of Virtual Currency exceeding a value of USD $2,000. Verification procedures may, for example, include requests for, and our examination of, copies of your:

(a) identification documentation (including photo identification) such as a passport;

(b) proof of your address such as a utility bill; and

(c) source of wealth or source of funds documentation such as a pay slip or bank statement.

10.4. Where any identification, credit or other verification check we require cannot be completed to our satisfaction because you have not provided any document we request from you in the form that we require within 30 days of the date the document was first requested, then we are

under no obligation to continue with the verification check and we may, in our sole discretion, close or otherwise restrict your Customer Account in any manner that we may reasonably deem appropriate.

10.5. You agree that we may use third-party service providers to run external identification and other verification checks on all Customers on the basis of the information provided by you from time to time.

11. RESPONSIBLE SOCIAL GAMEPLAY

11.1. Legendz actively supports responsible social gameplay and encourages its Players to make use of a variety of responsible social gameplay features.

11.2. You may, at any time, request to take a break, self-exclude or permanently close your Customer Account. You may also set a limit on your purchases of Virtual Currency, the amount of Virtual Currency you play or the time you spend logged into your Customer Account. We refer you to our Responsible Social Gameplay Policy for full details.

11.3. Legendz is committed to providing excellent customer service. As part of that pledge, we are committed to supporting responsible social gameplay. Although we will use all reasonable endeavors to enforce its responsible social gameplay policies, we do not accept any responsibility or liability if you nevertheless continue gameplay and/or seek to use the Platform with the intention of deliberately avoiding the relevant measures in place and/or We are unable to enforce its measures/policies for reasons outside of our reasonable control.

12. FRAUDULENT CONDUCT

12.1. You will not, directly or indirectly:

(a) hack into any part of the Games or Platform through password mining, phishing, or any other means;

(b) attempt to modify, reverse engineer, or reverse-assemble any part of the Games or Platform;

(c) knowingly introduce viruses, Trojans, worms, logic bombs, spyware, malware, or other similar material;

(d) circumvent the structure, presentation or navigational function of any Game so as to obtain information that we have chosen not to make publicly available on the Platform;

(e) engage in any form of cheating or collusion;

(f) use the Platform and the systems of ours to facilitate any type of illegal money transfer (including money laundering proceeds of crime); or

(g) participate in or take advantage of, or encourage others to participate in or take advantage of schemes, organizations, agreements, or groups designed to share:

(i) special offers or packages emailed to a specific set of players and redeemable by URL; or

(ii) identification documents (including, but not limited to, photographs, bills and lease documents) for the purpose of misleading us as to a Player’s identity.

12.2. You must not use the Platform for any unlawful or fraudulent activity or prohibited transaction (including Fraudulent Conduct) under the laws of any jurisdiction that applies to you. We monitor all transactions in order to prevent money laundering.

12.3. If we suspect that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering activities or any conduct which violates these Terms and Conditions, your access to the Platform will be suspended immediately and your Customer Account may be closed. If your Customer Account is suspended or closed under such circumstances, we are under no obligation to reverse any Virtual Currency purchases you have made. In addition, we may pass any necessary information on to the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions. You will cooperate fully with any investigation into such activity.

12.4. If you suspect any unlawful or fraudulent activity or prohibited transaction by another Player, please notify us immediately via the means of communication listed in the Customer Complaints procedure (described in clause 21).

13. INTELLECTUAL PROPERTY

13.1. The computer software, the computer graphics, the Platform and the user interface that we make available to you is owned by, or licensed to, Legendz or its associates and protected by intellectual property laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms and conditions we have established (including these Terms and Conditions) and in accordance with all applicable laws, rules and regulations.

13.2. You acknowledge that Legendz is the proprietor or authorized licensee of all intellectual property in relation to any Content.

13.3. Your use of the Games and Platform does not provide you with any intellectual property rights in the Content, Games or Platform.

13.4. You grant us, and represent and warrant that you have the right to grant us, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, any information, images, videos, comments, messages, music or profiles you publish or upload to any website or social media page controlled and operated by us.

13.5. You must not reproduce or modify the Content in any way, including by removing any copyright or trademark notice.

13.6. All trademarks and logos displayed in the Games and Platform are the property of their respective owners and are protected by applicable trademark and copyright laws.

13.7. We do not grant you any rights under any of the trademarks, and you agree that you may not use any of the trademarks without permission from the owner of such trademarks. With respect to the trademarks owned by Legendz International, you may contact us by sending a letter to Carbon Star Ventures, ATTN: Legendz, 3-102-965755 Sociedad de Responsabilidad Limitada, commercially registered and referred to as Carbon Star Ventures, a Costa Rica company with cédula jurídica (legal identification number) 3-102-965755 and its principal address at Avenida Doce, Calle Noventa, Sabana Oeste, Mata Redonda, San José, Costa Rica to request written permission to use the trademarks for purposes other than stated herein or for all other questions relating to our services.

13.8. All right, title and interest in and to the Content, including without limitation the graphical display and arrangement of the Platform and the Content, and all intellectual property rights embodied therein, are the property of Legendz or its licensors, suppliers or affiliates.

13.9. Without limiting the foregoing, with respect to the databases ("Databases") used to store the Content, you agree and acknowledge that:

(a) the Content, Databases and any other information contained therein shall remain valuable intellectual property owned by, or licensed to Legendz, and that no proprietary rights are being transferred to you in such materials or in any of the Content contained therein;

(b) You shall not, directly or indirectly, use any of the Content, Databases and any other information contained therein for any purposes other than your personal, non commercial use;

(c) You shall not, directly or indirectly, use the Content, Databases and any other information contained therein to compete directly or indirectly with us;

(d) You shall not, directly or indirectly, use the Content, Databases and any other information contained therein to establish independent data files or otherwise amass statistical information thereof or therefrom;

(e) You shall not, directly or indirectly, use the Content, Databases and any other information contained therein in violation of any applicable laws or regulations;

(f) Misappropriation or misuse of the Content, Databases and any other information contained therein will cause serious irreparable damage to us and that in such event money damages may not constitute sufficient compensation to us; and

(g) In the event of any misappropriation or misuse, Legendz shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which we may be entitled.

13.10. In addition, you acknowledge that the Content, Databases and any other information contained therein are protected by law, including, but not limited to, United States and international copyright law and trademark law, as well as other state, federal, and international laws and regulations, including contract law, and laws pertaining to privacy and publicity.

Notice and Procedure for Making Claims of Copyright Infringement

13.11. We may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide our Copyright Agent a written Notice containing the following information:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

(b) A description of the copyrighted work or other intellectual property that you claim has been infringed;

(c) A description of where the material that you claim is infringing is located on the Service (e.g., web page link);

(d) Your address, telephone number, and email address;

(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

(g) Our Copyright Agent can be reached in the following ways:

(1) Email: Hello@legendz.com.

14. THIRD-PARTY WEBSITES, LINKS OR GAMES

14.1. You acknowledge and agree that Legendz:

(a) is not responsible for Third-Party Websites; and

(b) makes no guarantee as to the content, functionality, or accuracy of any Third Party Website.

14.2. You further acknowledge that some Third-Party Websites may be fraudulent in nature, offering Virtual Currency which the operators of those websites are not authorized to provide, in an effort to induce you to reveal personal information (including passwords, account information and credit card details). You agree that Legendz International is not responsible for any actions you take at the request or direction of these, or any other Third Party Websites. WE DO NOT AUTHORIZE ANY THIRD-PARTY TO OFFER Virtual Currency. Any such offer should be deemed fraudulent and disregarded.

14.3. Third-Party Websites are subject to the terms and conditions outlined by that third party.

14.4. Any links to Third-Party Websites do not:

(a) indicate a relationship between us and the Third-Party; or

(b) indicate any endorsement or sponsorship by us or the Third-Party Website, or the goods or services it provides, unless specifically indicated by us.

14.5. Where a website controlled and operated by Legendz contains links to various social networking sites, you acknowledge and agree that:

(a) any comments or content that you post on such social networking sites are subject to the terms and conditions of that particular social networking site;

(b) you will not post any comments that are false, misleading or deceptive or defamatory to us, our employees, agents, officers or other players; and

(c) we are not responsible or liable for any comments or content that you or others post on social networking sites.

14.6. Games displaying the "Playtech" logo or any other Third Party game provider logo, are solely and exclusively owned by such provider, including all intellectual property rights in or to the online software relating to such game.

14.7. You will not have any recourse against a Third-Party game provider or any member of its group in relation to any of their games and any recourse you may have in connection with the software connected to any such game is limited to us.

15. DISRUPTIONS AND CHANGE

15.1. The Platform is provided on an “as is” basis and to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Platform (including the Games and Content).

15.2. We are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to Game play, nor attempts by you to Participate by methods, means or ways not intended by us.

15.3. Legendz accepts no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with any Platform or its Content including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person’s misuse of a Platform or its Content or any errors or omissions in Content.

15.4. In the event of a Platform system malfunction all Game play on that Platform is void.

15.5. In the event a Game is started but fails to conclude because of a failure of the system, will use commercially reasonable efforts to reinstate the amount of Virtual Currency played (whichever applicable) in the Game to you by adding them to your Customer Account. Legendz reserves the right to alter Player balances and account details to correct such mistakes.

15.6. Legendz reserves the right to remove any part of the Games from the Platform at any time. Any part of the Games that indicate incorrect behavior affecting Prize redemption, game data, Virtual Currency Gold balances or other balances, that may be due to misconfiguration or a bug, will be cancelled and removed from the Platform. Player balances and account details may be altered by us in such cases in order to correct any mistake.

15.7. Legendz reserves the right to suspend, modify, remove or add Content (including its availability) to the Platform at our sole discretion with immediate effect and without notice to you. We will not be liable to you for any loss suffered as a result of any changes made or for any modification to, or suspension, unavailability, or discontinuance of, the Platform (including any Game, promotion, challenge or Content thereon) and you will have no claims against us in such regard.

15.8. We may temporarily suspend the whole or any part of the Platform for any reason at our sole discretion. We may, but will not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Platform, as soon as is reasonably practicable, after such temporary suspension.

16. TERRITORIAL AVAILABILITY

16.1. The Platform, or any feature thereof (including any and all Games, promotions, challenges and Content), may not be available in all territories and jurisdictions and Legendz makes no representation that the Platform is or shall remain available for use in any particular territories and jurisdictions. You acknowledge and agree that we may (at our sole discretion) change,

restrict or prohibit the availability of all or a portion of the Platform in certain territories and jurisdictions at any time, and you will have no claims against us in such regard.

17. VIRUSES

17.1. Although we take all reasonable measures to ensure that the Platform is free from viruses, we cannot and do not guarantee that the Platform is free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus.

18. PRIVACY POLICY

18.1. Legendz is committed to protecting and respecting your privacy and complying with all applicable data protection and privacy laws.

18.2. Our Privacy Policy is inseparably linked to these Terms and Conditions, and its acceptance is a prerequisite to account registration.

19. MARKETING COMMUNICATIONS, PUBLICITY, AND SUBMISSIONS

19.1. You consent to receive marketing communications from us in respect of its offerings by way of email, post, SMS, and telephone notifications, any of which you may unsubscribe from at any time by contacting Customer Support at guestservices@legendz.com.

19.2. Except where prohibited by law, accessing and engaging with the Platform, Content, or other Legendz services constitutes each Player's consent to Legendz and its agents' use of the Player's name, likeness, photograph, voice, opinions, and/or hometown and state/province/territory for promotional purposes in any media, worldwide, without further payments, notice, or consideration.

19.3. A Submission to Legendz or a post to any of its social media pages constitutes the Player’s consent to give us a royalty-free, irrevocable, perpetual, non-exclusive license to use such submission or post on a worldwide basis, and to incorporate it into other works, in any form, media, or technology not known or later developed, including for promotional or marketing purposes. If requested, the Player will sign any documentation that may be required for Legendz or its designees to make use of the non-exclusive rights the Player is granting to use the submission or post.

20. USE OF LIVE CHAT SERVICES

20.1. We may provide you with a Live Chat service to talk to our Customer Support representatives or to talk to other Players. It is your responsibility to use these services only for their intended purposes. You are not permitted to use our Live Chat services for illegal purposes.

20.2. Be careful what you post on any Live Chat service. We review and moderate chats and keep a log and record of statements. Your use of the Live Chat service should be for recreational and social purposes only.

20.3. Spamming on Live Chat is prohibited. You are prohibited from intimidating, harassing, or abusing other Players or Legendz International employees and representatives.

20.4. You will not use any Live Chat service to engage in any form of harassment or offensive behavior, including but not limited to, threatening, derogatory, abusive or defamatory statements, or racist, sexually explicit, pornographic, obscene, or offensive language.

20.5. You will not use any Live Chat service to infringe the privacy rights, property rights, or any other rights of any person.

20.6. You will not submit any kind of material or information on any Live Chat service that is fraudulent or otherwise unlawful or violates any law.

20.7. You will not use any Live Chat service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising, or solicitation for goods or services of other forums.

20.8. You will not use any Live Chat service to distribute, promote or otherwise publish any kind of malicious code or do anything else that might cause harm to the Platform or to other Player's systems in any way.

20.9. We reserve the right to monitor anything and everything submitted by you to any Live Chat service to ensure that it conforms to content guidelines that are monitored by us and subject to change from time to time.

20.10. If you breach any of the provisions relating to a Live Chat service, we may ban you from using that Live Chat service or all Live Chat services and/or suspend or close your Customer Account. If we close your Customer Account, we reserve the right to cancel or refuse to redeem any Prizes.

20.11. We reserve the right to remove any Live Chat service from the Platform if abused.

20.12. We will not be liable if damage arises out of the Live Chat service.

20.13. You agree to indemnify us against any damage arising out of your illegal, unlawful or inappropriate conduct or arising out of violation of the provisions in clause 20 or any other rules on the Platform applying to the Live Chat service.

20.14. You will not collude in any way through the Live Chat service. Players are encouraged to report any suspicious behavior to Customer Support via this form.

21. COMPLAINTS AND CUSTOMER SUPPORT

21.1. If you would like to contact our Customer Support department or have a complaint regarding our Platform (including any Game), you may contact us via our live chat services described above or at guestservices@legendz.com.

21.2. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND LEGENDZ SHOULD BE CARRIED OUT USING THE EMAIL ADDRESS THAT YOU HAVE REGISTERED AGAINST YOUR CUSTOMER ACCOUNT HELD WITH LEGENDZ. FAILURE TO DO SO MAY RESULT IN OUR RESPONSE BEING DELAYED.

21.3. The following information must be included in any written communication with us (including a complaint):

(a) your username;

(b) your first and last name, as registered on your Customer Account;

(c) a detailed explanation of the complaint/claim; and

(d) any specific dates and times associated with the complaint/claim (if applicable).

21.4. Failure to submit a written communication with the information outlined above may result in a delay in our ability to identify and respond to your complaint/claim in a timely manner. The Player Support Team (“PST”) will inquire into complaints immediately. The PST will endeavor to respond to complaints within 10 calendar days of lodgment.

21.5. In some circumstances, the PST will require up to 20 calendar days to respond to a complaint. In this case, the Player will be informed of the delay within 10 calendar days of lodging the complaint.

22. CLOSURE/SUSPENSION OF ACCOUNT

22.1. Without limiting clause 5.18, we reserve the right, at our sole discretion, to suspend or close your Customer Account (notwithstanding any other provision contained in these Terms and Conditions) where we have reason to believe that you have engaged or are likely to engage in any of the following activities:

(a) you breached, or assisted another party to breach, any provision of these Terms and Conditions or we have a reasonable ground to suspect such breach;

(b) you have more than one Customer Account, including any Inactive Account, on any Platform;

(c) the name registered on your Customer Account does not match the name on your Payment Medium used to make purchases of Gold Coins.

(d) your communication with us consists of harassment or offensive behavior, including (but not limited to) threatening, derogatory, abusive or defamatory statements, or racist, sexually explicit, pornographic, obscene or offensive language;

(e) your Customer Account is deemed to be an Inactive Account; • (f) you become bankrupt;

(g) you provide incorrect or misleading information;

(h) your identity or source of wealth or source of funds (if requested) cannot be verified;

(i) you attempt to use your Customer Account through a VPN, proxy, or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your citizenship, location or place of residence, or by playing Games using the Platform through a third party or on behalf of a third party;

(j) you are not over 18 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence;

(k) you are located in an Excluded Territory;

(l) you have allowed or permitted (whether intentionally or unintentionally) someone else to Participate using your Customer Account;

(m) you have played in tandem with other Player(s) as part of a club, group, etc., or played the Games in a coordinated manner with other Player(s) involving the same (or materially the same) gameplay patterns;

(n) without limiting clause 7.12, where Legendz has received a “charge back”, claim or dispute and/or a "return" notification via your Payment Medium;

(o) you have failed our due diligence procedures, or are found to be colluding, cheating, money laundering, or undertaking any kind of fraudulent activity;

(p) it is determined by us that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots) which give you an unfair advantage; or

(q) you do not meet the criteria set out in our Customer Acceptance Policy.

22.2. If Legendz suspends or closes your Customer Account for any of the reasons referred to in clause 22.1 above, you will be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by us (together “Claims”) arising therefrom and you will indemnify and hold us harmless on demand for such Claims.

22.3. If we have reasonable grounds to believe that you have participated in any of the activities set out in clause 22.1 above, then we reserve the right to withhold all or part of the balance or recover from your Customer Account any Prizes, Virtual Currency that are attributable to any of the activities contemplated in clause 22.1. In such circumstances, your details may be passed on to any applicable regulatory authority, regulatory body or any other relevant external third parties.

22.4. The rights set out in clause 22 are without prejudice to any other rights that we may have against you under these Terms and Conditions or otherwise.

23. INDEMNITY AND LIMITATION OF LIABILITY

23.1. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS US AND OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBCONTRACTORS, LICENSORS, SUPPLIERS, AND AGENTS AGAINST ANY AND ALL COSTS, EXPENSES, LIABILITIES AND DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL,

CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR OTHER) ARISING FROM ANY PARTICIPATION BY YOU, INCLUDING WITHOUT LIMITATION:

(a) ACCESSING OR USING THE PLATFORM;

(b) RE-USE OF ANY CONTENT AT, OR OBTAINED FROM, THE PLATFORM OR ANY OTHER SOURCE WHATSOEVER;

(c) FACILITATING OR MAKING A PAYMENT INTO YOUR CUSTOMER ACCOUNT; AND

(d) PLAYING THE GAMES THROUGH ANY DELIVERY MECHANISM OFFERED.

23.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATEVER WILL WE OR OUR AFFILIATES, OR OUR RESPECTIVE

PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS AND SUPPLIERS, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR PARTICIPATION OR ANY OTHER ACT OR OMISSION BY US.

23.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS OR SUPPLIERS, BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID US IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID US ANY AMOUNTS IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE PLATFORM AND TO CLOSE YOUR CUSTOMER ACCOUNT.

23.4. YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS IN CLAUSES 15 AND 17, AND THE INDEMNITIES AND LIMITATIONS OF LIABILITY IN CLAUSE 23, ARE MATERIAL AND BARGAINED-FOR BASES OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS AND CONDITIONS. Depending on where you reside and use the Platform, some of the limitations contained in clause 23 may not be permissible. In such case, they will not apply to you, solely to the extent so prohibited.

23.5. NOTHING IN THESE TERMS AND CONDITIONS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY OF LEGENDZ FOR DEATH OR PERSONAL PHYSICAL INJURY THAT IS DIRECTLY AND PROXIMATELY CAUSED BY LEGENDZ INTERNATIONAL’S NEGLIGENCE OR WILFUL MISCONDUCT.

23.6. CLAUSE 23 SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS FOR ANY REASON.

24. LEGENDZ NOT A FINANCIAL INSTITUTION

24.1. You will not receive any interest on outstanding Prizes, and you will not treat Legendz as a financial institution.

24.2. Legendz does not provide advice regarding tax and/or legal matters. Players who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors.

25. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS

PLEASE READ THIS CLAUSE 25 CAREFULLY BECAUSE IT MAY REQUIRE YOU AND LEGENDZ TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND LEGENDZ CAN SEEK RELIEF FROM

EACH OTHER. If you reside in or access the Games at any time while located in the United States, this clause 25 (Dispute Resolution and Agreement to Arbitrate on an Individual Basis) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms and Conditions. By agreeing to these Terms and Conditions, and to the extent permitted by applicable law, you and Legendz agree that any and all past, present and future disputes, claims or causes of action between you and Legendz rising out of or relating to these Terms and Conditions, the Platform and Games, the formation of these Terms and Conditions or any other dispute between you and Legendz or any of Legendz licensors, distributors, suppliers or agents, and whether arising prior to or after your agreement to this clause 25, (collectively, "Dispute(s)") will be governed by the procedure outlined below. You and Legendz further agree that any arbitration pursuant to this clause 25 shall not proceed as a class, group or representative action.

25.1. Informal Dispute Resolution. Legendz wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Legendz, you agree to try to resolve the Dispute informally by contacting Customer Support via this form. Similarly, if you have provided an email address to us as part of your Customer Account registration, Legendz agrees to do the same. If a dispute is not resolved within 30 days after the email noting the Dispute is sent, you or Legendz may initiate an arbitration proceeding as described below.

25.2. We Both Agree to Arbitrate. By agreeing to these Terms and Conditions, and to the extent permitted by applicable law, you and Legendz each and both agree to resolve any Disputes – including any Dispute concerning the enforceability, validity, scope or severability of this agreement to arbitrate or these Terms and Conditions otherwise – through final and binding arbitration as discussed herein.

25.3. Arbitration Procedures and Fees. You and Legendz agree that JAMS ("JAMS") will administer the arbitration under its Streamlined Rules in effect at the time arbitration is sought ("JAMS Rules"). Those rules are available at www.jamsadr.com. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with those rules; provided that the parties shall be presented with a list of five potential arbitrators and shall rank those potential arbitrators in order of preference. JAMS shall select the arbitrator with the highest combined preference. You and Legendz International further agree that, unless and only to the extent prohibited under JAMS Rules, the arbitration will be held in New York, New York, or, at either your or our election, will be conducted telephonically or via other remote electronic means. The JAMS Rules will govern payment of all arbitration fees. The arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law.

25.4. Proceedings Requiring Three Arbitrators. Notwithstanding any language to the contrary in clause 25.3, if a party either seeks a monetary award in excess of five hundred thousand dollars ($500,000) or seeks an equitable form of relief that would significantly impact other Legendz International users, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators and take place pursuant to the JAMS Comprehensive Arbitration Rules and Procedures (“JAMS Comprehensive Rules”). Each party shall select one neutral arbitrator, with the third neutral arbitrator selected in accordance with the JAMS Comprehensive Rules. That third arbitrator shall serve as chair of the arbitral panel and must be a retired judge with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole

arbitrator appointed in accordance with this clause shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or through the JAMS selection process – participate in the arbitral panel. You and Legendz International agree that any award issued by a three-arbitrator panel may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party's election.

25.5. Batch Arbitration. To increase the efficiency of resolving multiple similar individual disputes, where 25 or more substantially similar arbitration demands against Legendz, presented by or with the assistance of the same law firm or organisation, or different law firms or organisations acting in coordination, are submitted to JAMS within a 30-day period, the parties agree that such demands may be administered by JAMS in batches of no more than 25 demands per batch (with any remaining demands forming a final batch).

Each batch shall be administered as a single procedural batch for the purposes of case administration, arbitrator appointment and the payment of filing and administrative fees, with one arbitrator assigned to each batch. However, each arbitration demand shall remain an individual claim, and each claimant shall retain the right to present evidence and arguments specific to their individual claim. The arbitrator shall determine each claimant's claim individually and shall issue a separate determination and award in respect of each claimant. Nothing in this clause shall permit the determination of claims on a class, collective or representative basis.

For the avoidance of doubt, the batching procedure under this clause is intended solely to facilitate the efficient administration of multiple individual arbitrations and shall not constitute a consolidation of the underlying claims into a class, collective or representative proceeding. You agree to cooperate in good faith with Legendz and JAMS to implement this batching procedure, subject always to the applicable JAMS Rules.

25.6. Class Action and Collective Arbitration Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR LEGENDZ SHALL BE ENTITLED TO: CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES; PARTICIPATE IN ANY GROUP, CLASS, COLLECTIVE OR MASS ARBITRATION OR LITIGATION; ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS; ARBITRATE OR LITIGATE ANY DISPUTE IN A PRIVATE ATTORNEY GENERAL CAPACITY; OR OTHERWISE SEEK TO RECOVER LOSSES OR DAMAGES (WHETHER FOR YOURSELF OR OTHERS) INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS AND CONDITIONS, IN THE EVENT ALL OR ANY PORTION OF CLAUSES 25.4, 25.5 OR 25.6 OF THIS CLAUSE 25 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) ARE FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE IN A PARTICULAR DISPUTE, THEN THE ENTIRETY OF THIS CLAUSE 25 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) MAY BE DEEMED VOID AND AS HAVING NO EFFECT FOR PURPOSES OF THAT DISPUTE, UPON EITHER PARTY'S ELECTION.

25.7. Exceptions to Agreement to Arbitrate for Temporary Relief. Notwithstanding the other provisions of this clause 25 (Dispute Resolution and Agreement to Arbitrate on an Individual Basis), either you or we may bring an action in a court of competent jurisdiction for temporary

injunctive relief until an arbitrator has been empaneled and can determine whether to continue, terminate or modify such relief.

25.8. Opt- Out. If you have not previously agreed to arbitration in connection with your use of Legendz, you may decline this agreement to arbitrate by sending written notice of your decision to opt out to: Attn: Arbitration Opt-Out, 3-102-965755 Sociedad de Responsabilidad Limitada, commercially registered and referred to as Carbon Star Ventures, at Avenida Doce, Calle Noventa, Sabana Oeste, Mata Redonda, San José, Costa Rica, within thirty (30) days after first becoming subject to these Terms. If more than thirty (30) days have passed since you previously agreed to arbitration in connection with your use of Legendz and the aforementioned written notice was not provided during such period in accordance with this paragraph, then you are ineligible to opt-out and the entirety of this Section 25 of these Terms shall apply to your use of Legendz. Your valid notice must include your first and last name, address, the email address associated with your Customer Account, and an unequivocal statement that you decline this agreement to arbitrate. If you duly opt out of this agreement to arbitrate, all other parts of these Terms will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with Legendz. By opting out of this agreement to arbitrate, you will not be precluded from using the Platform, but neither you nor Legendz International will be able to invoke the mutual agreement to arbitrate to resolve Disputes.

26. OTHER

26.1. These Terms and Conditions constitute the entire agreement between you and us with respect to your Participation and, save in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to your Participation.

26.2. Legendz reserves the right to amend these Terms and Conditions, or to implement or amend any procedures, at any time. Players will be notified in advance of changes, and any amendments will be published on the Platform and such changes will be binding and effective immediately. Continued use of Legendz shall be deemed acceptance.

26.3. Whenever we amend these Terms and Conditions in a way that would limit your current rights or which may be to your detriment, we will notify you upon your next visit to the Platform and you will be required to re-confirm your acceptance prior to playing any Games. If you do not agree to the amended Terms and Conditions, you must stop using the Platform.

26.4. You are solely responsible for any taxes which apply to any Prizes that you collect from your Participation. We do not provide advice regarding legal and/or tax matters. Please contact your local legal and/or tax expert for information on how your play at Legendz may have such consequences.

26.5. Legendz will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that are caused by events outside of our reasonable control.

26.6. We are an independent contractor. Nothing in these Terms and Conditions will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

26.7. If any of the Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will, to that extent, be severed from these Terms and Conditions. All remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law.

26.8. We consider these Terms and Conditions to be open and fair. If you need any explanation regarding these Terms and Conditions or any other part of our Platform, contact Customer Support via this form.

26.9. The Terms and Conditions prevail over any communication via email or chat.

26.10. All correspondence between you and us may be recorded.

26.11. These Terms and Conditions are personal to you and are not assignable, transferable, or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer, or delegate any of our rights and obligations hereunder to any third party without notice to you.

26.12. In the event of a change of control, merger, acquisition, or sale of assets of Legendz International, your Customer Account and associated data may be part of the assets transferred to the purchaser or acquiring party. We will provide you with notice via email or via our Platform explaining your options with regard to the transfer of your Customer Account.

26.13. These Terms and Conditions may be published in several languages for information purposes and ease of access by players but will all reflect the same principles. The English version is the legal basis of the relationship between you and us, and in case of any discrepancy, the English version will prevail.

26.14. These Terms and Conditions, your use of the Platform, and our entire relationship will be governed and interpreted in accordance with the laws of the State of Delaware in the United States, without regard for its choice of conflict of law principles.

26.15. Subject to clause 8.2, in the event of any conflict or inconsistency between any provision of these Terms and Conditions and a provision of the Responsible Social Gameplay Policy, or Customer Acceptance Policy, these Terms and Conditions shall control solely to the extent necessary to resolve the conflict or inconsistency.

26.16. You acknowledge that, unless stated otherwise, the Games are operated from Costa Rica and your Participation takes place in Costa Rica.

26.17. CALIFORNIA NOTICE: Under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.

26.18. NOTICES: Any legal notice, other document, or communication required or permitted hereunder to us will be deemed to have been duly given only if in writing and delivered by certified mail, return receipt requested, postage prepaid, to 3-102-965755 Sociedad de Responsabilidad Limitada, ATTN: Legendz Legal Notice, commercially registered and referred to as Carbon Star Ventures, a Costa Rica company with cédula jurídica (legal identification

number) 3-102-965755 and its principal address at Avenida Doce, Calle Noventa, Sabana Oeste, Mata Redonda, San José, Costa Rica

26.19. ENTIRE AGREEMENT: This constitutes the entire agreement between you and Legendz with respect to your use of the Platform and the Content and supersedes all prior understandings or agreements between you and Legendz, whether written or oral.