

# MYKINGDOM Project T&C

## MYK Token Terms of Use

Last revised: 25 December 2021

### Welcome to MYKINGDOM.io!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE MYK TOKEN

These MYK Token Terms of Use is entered into between you (hereinafter referred to as “you” or “your”), including any Visitors (as defined below) and, on the other side, the MYKINGDOM Project (hereinafter referred to as “us” or “we”).

MYKINGDOM Project is the administrator of the Platform and of the MYKINGDOM Game which is underdevelopment and briefly presented on [www.MYKINGDOM.io](http://www.MYKINGDOM.io).

MYKINGDOM Project is also the issuer of the MYK Token and owner of the feature use cases created as the result of integrating the MYK Token in the MYKINGDOM Game, offering to the interested users the Gaming Services and the Market Services.

These terms of use are telling you about the rules for acquiring and holding the MYK Tokens.

By using (in any possible way) the Services, you fully agree that you have read, understood, and accepted all the terms and conditions stipulated below (hereinafter referred to as “Terms” or “these Terms”).

When you decide to access or use specific features available on the Platform such as the Marketplace, you may be subject to specific additional terms and conditions applicable to those features which will be indicated accordingly.

Please note that accessing or using any services accessible through external links (which may be available on the Platform) are not covered by these Terms. Please carefully read all terms that are applicable to those services before accessing the third-party’s services.

If you do not accept these Terms, do not access the Platform and the Services.

By accessing and using in any way the Platform you fully acknowledge to be bounded by these Terms. These Terms are applicable exclusively to the Services available on the Platform.

These Terms constitute a legal agreement and create a binding contract between you and the provider of the Services you use or with the Platform if the case.

### 1. Who we are and how to contact us

MYKINGDOM Project is an independent project which aims to create an online game in which players can battle, explore, collect, buy and trade NFTs in the form of land, treasures, cards and other in- game items in a virtual playground of ancient worlds and civilizations generally referred to as the MYKINGDOM multiverse, developed in UE 5 (Unreal Engine 5) in view of becoming the stage for the next generation NFT P2E (play-to-earn) gaming, with engaging, smooth and beautiful gameplay.

We have built the Platform for promoting and providing the essential information as to the MYKINGDOM Game, including the MYK Token, the Marketplace and the NFT which we aim to be available on the Platform and in the Game.

The Platform provides the technical front-end infrastructure for using our Services. Nevertheless, considering its technologically independent nature, we offer no guarantee or assurance of the

function ability of the Platform or of any of its compounds, pages or blocks, as well as of the MYK Token related technologies.

We do not commit and shall not be held liable for any failure to support, display or offer any of the features available within the Platform, especially but not limited to the situation in which a damage is caused by the action of a third party. The same also applies for any issues regarding the MYK Token which may arise due to the technologies it relies on and to the services provided by third parties.

MYKINGDOM Project tries to offer the MYK Services by integrating in the MYK Token in the Platform and in the Game.

All the Services are based on a beta technical infrastructure which must be seen only as an online beta tool, presented, and accepted by you to be used as it is.

To contact us, please email at [contact@MYKINGDOM.io](mailto:contact@MYKINGDOM.io)

## 2. Definitions (a-z)

<b>"Game" or "MYKINGDOM Game"</b>	means to the superhero online game developed by MYKINGDOM Project which is briefly presented on <a href="http://www.MYKINGDOM.io">www.MYKINGDOM.io</a> ;
<b>"Authority"</b>	means any statutory governmental, judicial, or other authority or any of them or any of their authorized representatives;
<b>"Backup"</b>	means to write down safely and secretly your Recovery Phrase and any Credentials that you need to independently have full access to all your data and assets;
<b>"Cases of force majeure"</b>	represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case;
<b>"Claim"</b>	means the process by which an Entitled Person receives the MYK Tokens;
<b>"Claimed Tokens"</b>	means the MYK Tokens that can be received by an Entitled Person in its Registered Public Address in accordance with the Purchase Agreement or to these Terms;
<b>"Credentials"</b>	refers to any information which may offer access to User's, Visitor's or Entitled Person's information, assets or Tokens, including but not limited to the Public Address, the Private Address, the Recovery Phrase, e-mail, user, id, phone number, password or any other information used for identification and/or access;
<b>"Cryptocurrencies"</b>	means a digital currency in which transactions are verified and records maintained by a decentralized system using cryptography named blockchain, rather than by a centralized authority, including but not limited to the Token;
<b>"Entitled Person"</b>	represents a person who acquired Tokens directly from MYKINGDOM Project or from any authorised reseller or which is entitled to receive MYK Tokens based on an agreement signed by MYKINGDOM Project before the public sale of the Token;

<b>"Gaming Services"</b>	refers to all the services created to augment or to be accessed for the use of the Game and which are not included in other definition in these Terms;
<b>"Gas"</b>	means the fees paid for performing a transaction, which are charged by the blockchain infrastructure (especially by the blockchain transactions validators);
<b>"Market Services"</b>	means the services offered by the Platform in the section called <b>"marketplace"</b> which are subject to additional terms available in that section;
<b>"MYK Services"</b>	refers to all features, functionalities, utilities, actions, use cases (of any kind) of the MYK Token available on the Platform;
<b>"MYK Technical Partners (MTP)"</b>	means the service providers used to offer different features to our users, in connection with the Platform and/or the MYK Token;
<b>"MYK Tokens or Tokens"</b>	means the BEP-20 Tokens (Cryptocurrency) issued by MYKINGDOM Project using the Binance Smart Chain (BSC) blockchain infrastructure;
<b>"MYKINGDOM Project"</b>	means the affiliated companies which are (i) the owners and the administrators of Platform, the Game and the Marketplace, (ii) the issuers of the MYK Token and (iii) the providers of the Services;
<b>"Platform"</b>	means the technical infrastructure accessible at <a href="http://www.MYKINGDOM.io">www.MYKINGDOM.io</a> through which the Services will be offered to Users.
<b>"Private Address or Private Key"</b>	refers to the sequence of characters associated with a Public Address in a Wallet and which is required to perform any operation/withdrawal of Cryptocurrencies from a Wallet. The Private Address offers the holder the unlimited access to the Wallet (including to its contents). The Private Address is known only to the user and must never be disclosed to any another person;
<b>"Public Address or Private Key"</b>	means the characters identifying the Wallet, respectively to which the Cryptocurrency are sent to be received in the Wallet (the coordinates of a Wallet);
<b>"Recovery Phrase"</b>	means the specific sequence of words generated by the blockchain infrastructure, when configuring the Wallet. The recovery phrase offers to users the possibility to access their Wallet. The User is the only one who knows the words of the recovery phrase and their order;
<b>"Registered Public Address"</b>	refers to the Public Address from which the Entitled Person sent the correspondent assets, as agreed with the MYKINGDOM Project, for being entitled to receive the MYK Tokens;
<b>"SAFT"</b>	refers to the sale purchase agreement concluded with MYKINGDOM Project or a MTP, specifically authorised to resell the Tokens before the public sale;
<b>"Services"</b>	refers to the Gaming Services, the Market Services and the

	MYK Services;
<b>"User"</b>	any natural or legal person who decided to use the Services;
<b>"Visitor"</b>	means any person who accesses the Platform without being registered or without having MYK Tokens;
<b>"Wallet"</b>	means the technical solution that allows a user to store, send or receive Cryptocurrencies/Tokens using blockchain infrastructure. Each Wallet has a Public Address (Public Key) to which is assigned a unique Private Address (Private Key);
<b>"Working day"</b>	means a day (other than Saturday or Sunday) when the banks are open for working with the public in Bucharest, Romania.

### 3. General provisions

WE DO NOT OFFER ANY INVESTMENT OR FINANCIAL ADVICE. ANY REFERENCE TO INVESTMENTS DISPLAYED ON THE PLATFORM, INCLUDING IN THE WHITEPAPER ARE MENTIONED ONLY FOR INFORMATIVE PURPOSES.

MYKINGDOM Project does not provide investment or consulting advice of any kind and is not responsible for the use or interpretation of information available on the Platform (regardless the uploader), in the Game or on any other communication method.

All Services are available only to persons who are in full civil capacity according to their national regulation.

MYKINGDOM Project cannot and does not guarantee the Services accuracy, applicability, reliability, integrity, performance, or appropriateness. MYKINGDOM Project shall not be liable for any loss or damage that may be caused directly or indirectly by your use of these contents.

All users MUST UNDERSTAND AND ASSUME the risks associated with the use (regardless the method) of Cryptocurrencies, including NFTs, and it is recommended to exercise a high level of prudence and responsibly assume decisions within their own capabilities, on their own risk.

**PLEASE TAKE INTO CONSIDERATION THAT THE VALUE OF THE MYK TOKENS AND ANY OTHER CRYPTOCURRENCY ON THE OPEN MARKET MAY CHANGE BY +/- 100% EVERY SECOND BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.**

### 4. The Platform's and MYK Token's functionality

Sometimes it will be necessary, and we may need to suspend or withdraw the Platform for an undefined period of time.

We do not guarantee that Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, if possible.

To avoid any misunderstanding, by using our Platform and Services you acknowledge that there may be situations in which you will be unable to use them, including to take any action in connection to your Tokens and/or NFTs that interacted with the Platform, as defined in the Terms of Conditions applicable to the Services.

You are also responsible for ensuring that all persons who access our Platform through your device or internet connection are aware of these Terms of use and other applicable terms and conditions, and that they comply with them.

### 5. Prohibition of Use and Commitments

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use any of the Services. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access this Platform.

By accessing and using the Services, you represent and warrant that you have not been included (directly/indirectly) and has no relationship (directly/indirectly) with any person whose citizen or resident of a country which is/was included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (The Office of Foreign Assets Control of the U.S. Department of the Treasury), the Financial Action Task Force (FATF), International Traffic In Arms Regulations (ITAR) or the denied persons or entity list of the U.S. Department of Commerce. The restrictions herein target the inclusion as a natural/legal person on the above-mentioned lists as well as the inclusion of the User's citizenship or residency state.

MYKINGDOM Project reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of Services in certain countries or regions.

## **6. Licensing**

Subject to the fulfilment of the foregoing Terms, MYKINGDOM Project grants you a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable license ONLY to access and use the Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use the Services for resale or commercial purposes, including operations on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function, and access rights regarding the Services should be stipulated in the discretion of the MYKINGDOM Project. MYKINGDOM Project reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using the Services in any way not expressly authorized by these Terms.

To avoid any misunderstanding:

- these Terms only grant a limited license to access and use the Services. Therefore, you hereby agree that when you use the Services, we do not transfer the Services or the ownership or intellectual property rights of any intellectual property to you or anyone else.
- the content published, all the text, graphics, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the Gaming Services or provided as a part of the Services, are exclusively owned, controlled and/or licensed by the Administrator or its members, parent companies, licensors or affiliates.

MYKINGDOM Project owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as **"Feedback"**) about the Services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

## 7. Claim the MYK Tokens

The Entitled Person shall receive the MYK Tokens directly acquired from MYKINGDOM Project in accordance with the terms and conditions of the relevant sale purchase agreement concluded in this respect. The Entitled Person cannot request the delivery of the MYK Tokens prior to the milestones provided under each relevant sale purchase agreement.

The Tokens may be claimed/received only in accordance with the provisions of the acquisition agreement concluded by each Entitled Person with MYKINGDOM Project or a MTP for acquiring the MYK Tokens.

In respect of each Entitled Person, these Terms are amended by the provisions of the applicable SAFT. In case of discrepancy between these Terms and the provisions of the applicable SAFT, the SAFT should prevail.

Moreover, considering the high demand and the limited supply of the Tokens, MYKINGDOM Project is entitled to reduce the number of MYK Tokens acquired by the Entitled Person subject to a 2 days prior notice delivered to the Entitled Person in this respect. Following such notice, the following actions shall be performed: (i) the purchase price for the reduced tokens shall be reimbursed to the Entitled Person in USDT, USDC or BUSD issued on Binance Smart Chain (BSC) (at the MYKINGDOM Project's choice) within 2 days from the date thereof, (ii) the Entitled Person shall provide MYKINGDOM Project with justifying documents/proofs attesting the ownership of the Cryptocurrency Wallet within a 2 (two) days term from the receipt of the MYKINGDOM Project's request in this respect; the reimbursement term provided herein shall be automatically extended with a period equivalent to the period between Entitled Person's request to provide documents attesting the ownership right over the Cryptocurrency Wallet and the effective transmission of justifying documents/proofs in this respect, (iii) proof of reimbursement of the purchase price shall be made observing the same principles as applicable to the delivery of the MYK Tokens, (iv) the Entitled Person shall waive any and all claims, rights or actions, in court or outside a court of law, in relation to any agreement concluded with the MYKINGDOM Project. All the funds subject to reimbursement will be transferred to the Public Address of the Cryptocurrency Wallet.

Additionally, MYKINGDOM Project may, at any time and at its own discretion, terminate any agreement concluded with the Entitled Person with respect to the MYK Tokens and/or the Services. The termination shall occur at the elapse of a 2-business day period from the receipt by the Entitled Person of a written termination notice delivered by MYKINGDOM Project, without any other legal or court proceedings being required in this respect. Following such termination at will, in case the MYK Tokens have not been delivered to the Entitled Person, MYKINGDOM Project shall reimburse to the Buyer the purchase price effectively paid by the Buyer, observing the same principles as observing the same principles as applicable to the delivery of the MYK Tokens (i.e., proof of delivery, submission of justifying documents).

At its convenience, MYKINGDOM Project may deliver the MYK Tokens prior to the deadlines provided above directly in the Entitled Person's Wallet, respectively to the Entitled Person's Registered Public Address.

In case MYKINGDOM Project cannot fulfil its obligations due to an action or inaction attributable to the Entitled Person, due to a technical hindrance or in case the it finds suspicions with respect to the security of the transfer, the terms agreed herein shall be automatically extended with a correspondent period for which MYKINGDOM Project cannot perform its obligations, respectively with the period whereby it observes a risk regarding the security of the transaction, which may be longer than an year. MYKINGDOM Project is entailed to reschedule the issuing date of the Tokens, respectively to postpone their distribution to the Entailed Person if it unilaterally appreciates that this measure is beneficial for the project or is essential for preventing any aspect that may affect the project/the ecosystem in a negative way.

Proof of delivery of the MYK Tokens shall be made using the unique code of each transaction (the “Transaction Hash”) which can be verified on the following platform <https://bscscan.com/>. The Transaction Hash, this Agreement, and the transaction report regarding the transfer of tokens (RTTT) shall represent justifying documents of the transaction – accounting documents.

The delivery obligation shall be considered fulfilled for each instalment if the transaction of the Transaction Hash has been validated at least 2 (two) times, namely by two transaction groups, hereinafter referred technically as “**blocks**”.

The Entailed Person irrevocably and unconditionally states that the validation of each transaction according to the above-mentioned mechanism shall be construed as a fulfilment of the delivery obligation for the respective number of MYK Tokens subject matter of each transaction.

The Parties hereby agree that by accessing the Transaction Hash on <https://bscscan.com/> platform, the following elements shall be considered proven: (i) status of the transaction (success, pending or rejected), (ii) the block whereby the transaction was registered, (iii) the number of blocks which validated the transaction “Block Confirmation”, (iv) the date and time of the transfer, (v) the Public Address from where the MYK Tokens were delivered, (vi) the Public Address where the Tokens were delivered, (vii) the amount of MYK Tokens delivered and (viii) transfer costs incurred for performing the transaction.

Considering the irreversibility of the transactions performed using blockchain infrastructure, each user hereby acknowledges the following:

- a. is the sole responsible for understanding the functioning mechanism of the blockchain technology and how all Cryptocurrencies works and should be managed;
- b. has studied, understood, is the sole responsible and fully assumes all incumbent effects of using the Cryptocurrencies and the blockchain infrastructure, including but not limited to:
  - i. the functioning mechanism of the blockchain infrastructure and the delivery and receipt of the Cryptocurrencies from one address to the other;
  - ii. all Cryptocurrencies may be lost in case the user performs an incorrect, incomplete, or wrong operation including but not limited to delivery of Cryptocurrencies to a wrong address, loss of access keys or performing an operation without sufficient Gas funds;
  - iii. MYKINGDOM Project is absolutely unable to remedy, recover or annul any transaction or operation performed by the user with respect to the Cryptocurrencies/MYK Tokens/NFTs;
  - iv. it is required to have a sufficient amount of Cryptocurrency which must be compatible/ suitable for the blockchain infrastructure (used by Cryptocurrency that he plans to transfer) for covering the transaction costs (called "Gas").
  - v. MYK Tokens (MYK) currently uses the Binance Smart Chain (BSC) blockchain, and the cryptocurrency used (at that moment) for covering the gas fees is called Binance Coin (BNB).
  - vi. checking the blockchain infrastructure used by each Cryptocurrency before performing any transfer on its own;
  - vii. keeping and managing the Private Key, the Public Key, the Recovery Phrase, etc..
  - viii. MYKINGDOM Project may decide and announce the decision of changing the used Blockchain, situation in which Users must use a Public Address which is compatible with the new Blockchain implemented by the Platform;
- c. it will not be possible to request the cancellation, restoration or modification, in any way, of a started transfer or done to the User;

- d. under no circumstances MYKINGDOM Project can be liable for any delay or malfunctions of the of any Blockchain used by any Cryptocurrency, regardless the nature and the value of the generated consequences.
- e. The MYK Tokens will be sent only to the Registered Public Address used by the Entitled Person to acquire the MYK Tokens, respectively to the Public Address from which the correspondent payment for acquiring the due MYK Tokens was transferred; Under no circumstances, a user is entitled to request to receive the MYK Tokens in other Public Address than the one used as described above (the Registered Public Address);
- f. is solely responsible for generating and storing the Public Address, the Private Address, the Recovery Phrase of the Wallet where the MYK Tokens are established to be delivered, of the access keys/Credentials (of any kind) as well as the Credentials of his Platform account (if applicable), of the Wallet generated therein and the e-mail address and the telephone number used to access any of them or the Platform (if applicable);
- g. is responsible for the correct indication and the possibility of accessing the e-mail address and telephone number, being the only one who has access to them, fully assuming the responsibility for their security, availability and functionality.
- h. the obligation to deliver the due Tokens is also considered to be fully fulfilled (for the amount included in each transfer) even in the absence of confirmations from the blockchain infrastructure, if the lack of such confirmations is attributable to the Entitled Person;
- i. MYKINGDOM Project is not responsible and will not be obliged, under any circumstances, to resend the MYK Tokens if the MYK Tokens have been sent to the Registered Public Address.
- j. Under no circumstances shall MYKINGDOM Project be liable for the retention, unauthorized access or loss of any of the information listed at paragraph f;
- k. The Entailed Person expressly, freely and without protest hereby agrees that by validating each transaction in accordance with the process indicated by the provisions of these Terms, all obligations of MYKINGDOM Project in connection with the amount of each transaction are considered fulfilled.

#### **8. MYK Token General Provisions**

EACH USER UNDERSTANDS AND FULLY ASSUMES THAT, (I) AT SIGNING DATE, THE MYK TOKENS ARE NOT ISSUED, (II) AFTER THE ISSUING MOMENT MYK TOKENS WILL HAVE NO INTRINSIC IMMEDIATE UTILITY, (III) ANY THIRD PARTY, INCLUDING THE TOKEN ISSUER MAY TRY TO ESTABLISH PARTNERSHIPS WITH DIFFERENT TECHNICAL INFRASTRUCTURES FOR IMPLEMENTING USE CASES FOR THE MYK TOKEN, SUCH US ACCESSING OR ACQUIRING SERVICES AND FEATURES AVAILABLE ON THE PLATFORM OR ANY OTHER THIRD-PARTY PLATFORM, (IV) MYKINGDOM PROJECT DO NOT ASSUME AND GUARANTEE ANY VALUE/SPECIFIC FUNCTIONALITY/UTILITY OF THE TOKEN (V) MYKINGDOM PROJECT IS AN INDEPENDENT PARTY WORKING TO OFFER THE BEST POSSIBLE EXPERIENCE TO THE USERS OF ITS SERVICES.

BUYING/ACQUIRING MYK TOKENS DO NOT INVOLVE THE PURCHASE OF SHARES, SECURITIES EXCHANGEABLE INTO SHARES OR ANY EQUIVALENT IN ANY EXISTING OR FUTURE PUBLIC OR PRIVATE COMPANY, CORPORATION, OR OTHER ENTITY IN ANY JURISDICTION, INCLUDING BUT NOT LIMITED TO THE APP.

MYK TOKENS ARE NOT QUALIFIED AS FINANCIAL INSTRUMENTS AND ARE NOT APPROVED BY ANY AUTHORITY IN THE WORLD.

TO AVOID ANY MISUNDERSTANDING, OBTAINING MYK TOKENS DO NOT OFFER TO THE BUYER ANY RIGHT, INCLUDING BUT NOT LIMITED TO ANY RIGHT TO RECEIVE, EXERCISE AND, OR REQUEST SOMETHING IN CONNECTION OR FROM ANY COMPANY/ACTIVITY/REVENUES/ PROFITS OR ANY OTHER RIGHT WHICH CAN QUALIFY IT AS SECURITY.



## **9. MYK Currency indicator**

Any value displayed on the Platform is only for reference purposes and under no circumstances shall be interpreted that MYKINGDOM Project is liable or responsible for that value.

We strongly recommend you not to rely on any value indicated in the Platform or the Marketplace, and you should do your own calculation if you need to have an accurate representation of your asset's value.

## **10. MYK Technical Providers and Third Parties**

Sometimes Services may be available through MTP's Platforms or independent third-party platforms, situations in which their specific rules, restrictions or terms & conditions will be fully applicable for those features.

The Services may contain links to third-party websites or services that are not owned or controlled by MYKINGDOM Project. Additionally, the Services may allow you to interact directly with third-party services without leaving our Platform.

MYKINGDOM Project has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the MYKINGDOM Project shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

We reserve the right to terminate or suspend access to these third-party services immediately, without prior notice or liability, for any reason whatsoever.

MYKINGDOM Project shall not be liable for the actions, inactions, or any activity performed by any MTP's or third party who decided to use/integrate the Services or the MYK Tokens.

Under no circumstances should MYKINGDOM Project be considered liable or a party to any business relationship/Agreement concluded between any person and the MTP/third party providing services in connection with Services or MYK Tokens, even those services, the MTP/third party is promoted or displayed on the Platform.

## **11. Campaigns**

MYKINGDOM Project may propose or accept to organize different Campaigns for different purposes, such as marketing Campaigns (Giveaways, Airdrops, Bounty) or economic Campaigns for supporting the integrity of the ecosystem's economy (Locking Token Campaigns).

Campaigns may be directly organized through the Platform, where those Terms and other specific Policies will be applicable, or through third party's services, where the Campaigns will be fully governed by their terms & conditions.

MYKINGDOM Project is not responsible to any Campaign which is not directly and fully performed on the Platform's web domain, even that those Campaigns are displayed on the Platform or can be access through external links/hyperlinks available in the Platform

All announcement and/or banners available on the Platform are only for marketing purposes, so please follow the service provider's webpage to discover all the terms and conditions of the Campaign.

MYKINGDOM Project does not warrant or assume any liability in connection with the service provider's actions, promises, content and services.

## **12. Q&A Section**

Under the Q&A Section or any similar you may find useful information and answers to the frequently asked questions with respect to our services. Please note that all content provided under the Q&A Section is for general information purposes and may not be construed as a specific advice for a particular case. The aim of the Q&A section is to provide the general guidelines in order to ensure the proper functionality of our platform.

Considering the generality of the content, you should not rely on the information provided in the Q&A section. Please note that every question or issue is particular, and the solution of each problem requires specific analysis. Consequently, when settling an issue, the analogy is not applicable.

Thus, we strongly encourage each user to perform his own research with respect to any question or issue. In case additional information is required, do not hesitate to contact us.

MYKINGDOM Project is not liable for any information/content provided under the Q&A Section of the Platform as such information is provided as a general guideline.

## **13. Do not rely on information on our site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content published on the Platform.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content posted by us on the Platform is accurate, complete, or up to date.

Under no circumstances, should Ads, articles, or any other advertisement available on the Platform be construed as a Platform's mandatory bid (business offer).

All information available on the Platform should be interpreted as a commercial presentation.

Please note that different rules and policies may be applicable for each feature or even for the same future if it is provided by different third parties/LLP.

## **14. Verifications**

To comply with all applicable regulations, in some cases, MYKINGDOM Project may need to verify the User's/Entitled Person's identity for using specific the Services.

You agree and the MYKINGDOM Project may require Users, in its discretion, to prove their identity by providing the personal information or documents such as, but not limited to national ID, passport, driving license, live video, proof of funds, proof of residence (utility bill) and so on.

Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud, and other financial crimes.

When providing the required information, you confirm it is true and accurate.

We will collect, use, and share such information in accordance with our Privacy Policy.

During the analysis or in case of failing to comply with Platform's request necessary to verify the user's identity and the source of funds, (if applicable) the MYKINGDOM Project is entitled to block your access to the Services or Tokens/assets (if applicable) until it is satisfied with the information

you have provided and determine in its sole discretion that it is sufficient to validate your KYC/AML procedure.

In the meantime, you will not be allowed to perform any action in connection with you the Services or assets (if applicable) or to request the deletion of the Personal Data processed during verification operations.

IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED, OR INCOMPLETE, MYK RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF THE SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO MYKINGDOM PROJECT DURING YOUR USE OF ITS SERVICES.

In case MYKINGDOM Project will decide to block your activity, all your assets will be administrated in accordance with the applicable laws.

## 15. Security

MYKINGDOM PROJECT DOES NOT STORE USERS' PASSWORDS, KEYS OR ANY OTHER CREDENTIALS IN CONNECTION OR WHICH MAY GRANT ACCESS TO THE TOKENS.

You are the sole person liable for storing your MYK Tokens in your private Wallet and under no circumstances, for the extent permitted by law, MYKINGDOM Project is liable for any Token stored or used in, or in connection with the Platform.

Users understand not to try to store or keep MYK Tokens in the Platform (if this feature will be possible in the future). Users expressly understand to transfer to the Platform's smart-contract (respectively to the game's smart contract. public address) only the exactly amount of MYK Tokens necessary to perform the intended action. Under no circumstances MYKINGDOM Project could be liable for any loss in connection with any MYK Tokens deposited on the Platform.

Please note that specific terms and conditions are applicable to the Gaming Services.

You are responsible for all activity that happens on or through ANY of your Wallets/accounts, even that in those account (of any kind) are stored MYK Tokens or the other Cryptocurrencies.

MYKINGDOM Project cannot take any action (such as, but not limited to transfer, undo a transfer, recover access, and so on) in connection with any account/Wallet in which you store MYK Tokens or the other Cryptocurrencies.

Considering the aspects mentioned above, you agree that you are the only one responsible for:

- setting up and keeping your all your Credentials confidential;
- accessing and using the recovery method/the supplementary security measures available for any tool used to access the Platform or your Wallet;
- performing the Backup of your Wallet and for keeping safe the Recovery Phrase;
- any action or transfer you or any other person perform in connection with your Tokens, Wallet or any of your accounts (if any);

Any action on the Platform or in relationship with MYKINGDOM Project is considered to have been made by you and irrevocable once performed. You are required to notify MYKINGDOM Project immediately of any unauthorized use of your device which was used to access the Platform, or any other breach of security, by email to [contact@MYKINGDOM.io](mailto:contact@MYKINGDOM.io).

You are solely responsible for keeping safe of your accounts, Recovery Phrase, Wallets or devices.

MYKINGDOM Project assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account and/or Credentials, Tokens, including but not limited to access caused by information disclosure, hacking, information release, phishing, phishing, and so on.

## 16. Restrictions

By using Services, you firmly assume to:

- fully comply with the requirements of applicable laws and regulations and these Terms.

- not violate other person's rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other person from using the Services;
- not use our Platform's features or MYK Tokens for any kind of market manipulation (such as but not limited to pump and dump schemes, self-trading, wash trading, quote stuffing, front running, and spoofing or layering, regardless of whether prohibited by law);
- not influence in any way the Platform the Services trying to modify, replicate, duplicate, copy, download, transfer, store, disassemble, further transmit, publish, disseminate, broadcast, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties;
- not use any mechanisms such as but not limited to: deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of our Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through the Services;
- not attempt in any way to access any part or function of the properties/features without authorization, or connect to the Services or any partner infrastructure (servers or any other systems or networks) provided through the services by hacking, password mining or any other unlawful or prohibited means;
- not try to identify any vulnerability of the Platform/Services (including the third party integrated), or violate any security or authentication measures;
- not try to obtain, in any way (including direct requesting, reverse look-up, track or seek to track) any information of any other Users or visitors of the Platform;
- not take any method that causes the Platform to slow down;
- not use any devices, software or any other function which may alter or interfere with the proper functioning of the Platform, as it was established by the MYKINGDOM Project ;
- not to use any of the features available on the Platform in an illegal way.

You expressly empowered the MYKINGDOM Project to perform any action to identify and investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions (without your prior consent or notice) such as, but not limited to:

- blocking and closing your ongoing activities;
- freezing your activity and Tokens/assets;
- reporting the incident to the competent authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information, you published that are found to be violations.

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by our Terms and Conditions, or may direct, or indirect violate its provisions;
- is related to illegal activities or with the purpose of causing harm to another person, regardless the way in which this purpose is done or achieved;
- access or collect data from our Platform using automated means (without our prior permission) or attempt to access data you do not have permission to access.

## **17. Indemnification**

**You agree to indemnify and hold harmless MYKINGDOM Project, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, the Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of the Services. If you are obligated to indemnify MYKINGDOM Project, their affiliates, contractors, licensors, and their respective directors, officers, employees, or agents pursuant to these Terms, MYKINGDOM Project will have the right, in its sole discretion, to control any action or proceeding and to determine whether MYKINGDOM Project wishes to settle, and if so, on what terms.**

## **18. Warranty and Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE THE SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOUR USE OF THE SERVICES, INCLUDING OUR CONTENT WITHIN THE SERVICES (and excluding the content posted by users), IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT WITHIN THE SERVICES OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE SERVICES, OR THE SERVICES' RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE MYK TOKENS (INCLUDING THEIR VALUE), THE SERVICES, OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY, ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION FOLLOWING OR IN CONNECTION WITH THE MYK TOKENS, THE SERVICES, THE CONTENT AVAILABLE ON THE PLATFORM OR ANY OTHER AVAILABLE FEATURES IS BASED ON YOUR OWN RESEARCH AND RESPONSIBILITY.

SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.

## **19. Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT MYKINGDOM PROJECT WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES/MYK TOKENS.

MYKINGDOM PROJECT AND ALL AFFILIATED ENTITIES/THE PLATFORM ARE NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE,

INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, “LOSSES”) ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES/MYK TOKENS, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM OR IN CONNECTION WITH: THE DELETION OF, ALTERATION OF, MIS-DELIVERY OF, OR FAILURE TO STORE DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ACCOUNT (if applicable); YOUR DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; THE UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOOD OR SERVICES SOLD BY SUCH ADVERTISERS.

**MYKINGDOM PROJECT WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND WHICH MAY RISE DIRECT OR INDIRECT FROM OR IN CONNECTION OF ANY DECISION THAT YOU PERFORM AFTER READING AND/OR INTERACTING IN ANY POSSIBLE WAY WITH THE SERVICES, MTP/THIRD PARTY’S SERVICES OR WITH THE PLATFORM ITSELF.**

MYKINGDOM PROJECT WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY OTHERS, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING.

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE STATED IN THESE TERMS, MYKINGDOM PROJECT IS NOT LIABLE IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES.

**20. There are other terms that may apply to you**

We do not charge you to access the Platform. Instead, businesses and organizations may pay us to show you ads for their products and services. By using our Platform, you agree that we can show you ads that we think will be relevant to you and your interests.

We do not sell your personal data to advertisers, and we do not share information that directly identifies you with advertisers unless you give us specific permission.

Our [Privacy Policy](#) explains how we collect and use your personal data to determine some of the ads you see and provide all the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

**Kommentar [V1]:** De adäugat hyperlink.

**21. We may make changes to our site**

MYKINGDOM Project reserves the right to change, add or remove parts of these Terms at any time and at its sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the terms on our website and modifying the [Last revised] date displayed on this page.

All modifications or changes to these terms will become effective upon publication on the website or release to users.

It is your responsibility to review the amended Terms. Your continued use of the Platform and the Services following the changes to the Terms, you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.

If you have any question regarding or in connection of the information mentioned in these Terms, please do not hesitate to do directly contact us.

**22. We may transfer this agreement to someone else**

The transfer of rights and obligations arising from these Terms and / or the use of the Platform is subject to our prior written consent.

You expressly agree that the MYKINGDOM Project may unilaterally transfer all rights and obligations that may result from these Terms and use of the Platform/Services without the consent of users.

**23. How you may use material on our site**

MYKINGDOM Project is the owner or the licensee of all intellectual property rights and materials published on it by us. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organization to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

**24. If you print off, copy, or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. We are not responsible for websites we link to**

Where the Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

For example, on the Platform you may find links to external websites such as: links to our Partners' websites or to third parties which decided to use/integrate the Services/MYK Tokens.

Please note that all external links are displayed for advertising (portfolio) purposes only, and we do not warrant or assume any liability in connection with their actions, promises, content and services.

**25. How to complain**

If you have a complaint or a feedback, please contact us on [contact@MYKINGDOM.io](mailto:contact@MYKINGDOM.io)

**26. We are not responsible for viruses, and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the regulation which governs the Platform's activity. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

**27. Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact [contact@MYKINGDOM.io](mailto:contact@MYKINGDOM.io)

**28. Which country's laws apply to any disputes?**

These terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by Romanian law.

We both agree to the exclusive jurisdiction of the courts of Bucharest, in Romania.

- 29.** To the maximum extent permitted by the applicable law, any invalid or unenforceable term or provision of these Terms shall not affect the validity or enforceability of the remaining terms and provisions thereof or the validity or enforceability of the offending term or provision in any other situation. To the maximum extent permitted by the applicable law, you and us, acting in good-faith, shall attest the nullity or unenforceability of the respective term or provision and shall replace it by a valid or enforceable term or provision which most accurately reflects the economic and legal purpose of the invalid or unenforceable term or provision.

MYKINGDOM Project is a trademark registered in EU and protected worldwide through the notoriety achieved.

You are not permitted to use them without our approval, unless they are part of material you are using as permitted under these Terms.