

GENERAL TERMS AND CONDITIONS FOR THE NFT PLATFORM USE

1. PREAMBLE

- 1.1 These General Terms and Conditions ("**Platform GTC**") of ESL Gaming GmbH, Schanzenstraße 23, 51063 Cologne, Germany ("**ESL**") apply to the use of ESL's NFT platform, which is available for download as app in various app stores and on ESL's website at esl.com/collectibles ("**Platform**"), as well as to all services in connection with the Platform (the Platform and the services offered in connection with the Platform are hereinafter collectively referred to as "**Services**" and the underlying contract incorporating the Platform GTC is referred to as the "**Platform Agreement**"). However, the Platform GTC shall not apply to the purchase and sale of NFTs between Kollect, 1626 Montana Ave. #148 Santa Monica, CA 90403 Epics Digital Collectibles, Inc. ("**Kollect**") and the Users (as defined below) via the Kollect platform.
- 1.2 In the event that the Platform is made available via an App Store, these Platform GTC shall apply in addition to the terms of use provided by Apple (as operator of the iTunes/ Apple App Store), Google (as operator of the Google Play Store) or other providers (hereinafter collectively the "**App Store Operators**"). In the event of any conflict, these Platform GTC shall prevail over the App Store Operators' terms of use with respect to the relationship between ESL and the User (as defined below). However, the App Store Operators are entitled to enforce the rights arising from their terms of use directly against the Users.

2. DEFINITIONS

In these Platform GTC, the following terms shall have the meanings assigned to them herein, unless expressly provided otherwise in individual cases.

- 2.1 "**Blockchain**" means the decentralized blockchain Ethereum.
- 2.2 "**Medium**" ("**Media**") means the medium associated with the NFT (as defined below), for example, a graphic, 3D object or video.
- 2.3 "**NFT**" means a non-fungible Blockchain-based token.

3. USE OF THE PLATFORM AND SERVICES

- 3.1 The use of the Services is exclusively permitted to natural persons who do not pursue a commercial profit-making intention with the use, in particular with the acquisition, sale or other use of NFTs ("**Users**").

- 3.2 The Services include, in particular:
- services around displaying NFTs and other digital collectibles as well as corresponding historical transactions
 - favorite collections
 - rewards for collecting products
- 3.3 customer supportThe Services do not include the acquisition of, trade with, storage of, management of or other disposals of NFTs or other tokens. Such services may potentially be used by users via the Kolerx platform and subject to the Kolerx terms and conditions, but ESL is not responsible for such services of Kolerx
- 3.4 The User can use the Services web-based via a browser and/or by means of an app. The prerequisite for the use of the Services is that the User has an end device that corresponds to the current state of the art and meets the relevant specifications that are specified as minimum requirements in the respective app store. In addition, the use of the Services requires an internet connection of the User with a sufficient data transfer rate as well as sufficient storage space on the User's end device, e.g. for downloading and watching videos.
- 3.5 Insofar as this is not unreasonable for the User, ESL reserves the right to adapt the Services to market conditions and to continuously improve, expand, change and completely or partially delete the Services.
- 3.6 The User must keep the device used to access the Services up to date and have anti-virus protection installed.

4. REGISTRATION

- 4.1 ESL's offer is intended only for Users who have reached the age of 18.
- 4.2 A prerequisite for the use of the Services is that the User creates an account ("**User Account**") with the mandatory information specified on the Platform, in particular with his/her e-mail address and a password of his/her own choice. The creation of the User Account is free of charge. All data must be provided completely and correctly. A User Account can furthermore be created by clicking the respective button on the Kolerx platform, in which case Kolerx provides ESL with all necessary data to create the User Account; the User Account is separate from any Kolerx user account.
- 4.3 The creation of multiple User Accounts for one User is not permitted and each User may only register once to use the Services. After termination of the Platform Agreement, a User may register again on the Platform unless the Platform Agreement has been terminated by ESL.

5. WALLET

For the use of NFTs via the Services as well as outside the Services, the User must provide a wallet address (but no cryptographic/private keys).

6. USER'S OBLIGATION

6.1 The User is obliged,

6.1.1 not to use the Services improperly and solely in accordance with the applicable law of the country in which the Services are provided or used;

6.1.2 not to take any action aimed at circumventing technical protection measures of the Services and to refrain from any form of unauthorized use of the Services, in particular attempts to overcome or circumvent the security mechanisms of the Services or to disable them in any other way, to use computer programs that enable the automatic reading of data, as well as to use/implement and/or disseminate viruses, worms, trojans, brute force attacks, spam or links, programs or procedures that are likely to harm ESL, the Services and/or other Users;

6.1.3 take all necessary and reasonable steps to prevent or limit any damage caused by the use of the Services;

6.1.4 not to use the Services for money laundering or other illegal activities;

6.1.5 not to engage in or promote illegal, especially fraudulent, activities;

6.1.6 not use, employ or operate bots or other forms of automation and/or multiple accounts when using the Services;

6.1.7 not modify, adapt or reverse engineer the Services.

6.2 Any violation of section 6.1 may result in immediate exclusion from use of the Services, termination of the Platform Agreement without notice and the initiation of civil and criminal proceedings as well as the assertion of claims for damages by ESL against the User.

6.3 The User shall be solely liable for the payment of all taxes incurred by him/her in connection with the use of the Services. The User is aware that trading NFTs may constitute taxable income under the applicable tax legislation. The User is strongly advised to contact the relevant tax and social security authorities to ensure compliance with their tax and, where applicable, social security obligations. It is the sole responsibility of the User to report income from the sale of NFTs to the relevant tax and social security authorities.

7. PROVISION OF SERVICES; MAINTENANCE AND SERVICE

- 7.1 The Services are provided free of charge, unless it is expressly stipulated on the Platform that a service is only provided in individual cases against payment of a fee.
- 7.2 The User's right to use the Services is limited to the term of the Platform Agreement, revocable, non-exclusive, non-sublicensable and non-transferable.
- 7.3 All content on the Platform and Services, including but not limited to the ESL logo and all designs, text, graphics, images, information, data, software, sound files, other files, and the selection and arrangement thereof, is the property of ESL, affiliates or third-party licensors.
- 7.4 In the event of defects in the Services, ESL is entitled to provide an updated version of the Services and the User is obliged to use this updated version or install it on his/her device, as applicable.
- 7.5 In the event that the Services are expressly provided for testing and evaluation purposes only, User acknowledges that the Services may not perform as expected.
- 7.6 The User acknowledges that all enhancements provided by ESL are the sole property of ESL or third parties, even if they result from feature requests or bug reports from Users, and the User has no rights thereto.
- 7.7 ESL will enable the use of the Services within the framework of the current state of the art and will endeavor to ensure the greatest possible availability. ESL reserves the right to temporarily restrict access to the Services or the possibility of using them, in whole or in part, if this is necessary due to capacity limits or the security or integrity of the servers, or in order to carry out technical measures that serve the proper provision of the Services or improvement (e.g. for maintenance work). If possible, ESL will perform maintenance work during the time after 8:00 p.m. and before 8:00 a.m. German time.
- 7.8 ESL is not obliged to provide updates or upgrades for the Services or to adapt the Services in any other way to possible changes in hardware and/or software (in particular operating systems).

8. WARRANTY AND LIABILITY

- 8.1 ESL makes no warranties or representations with respect to the Services. Such promises made by ESL employees are invalid.
- 8.2 User acknowledges that legal regulations in the areas of blockchain-based services, cryptocurrencies and crypto-assets may change and that new regulations or policies may develop. New or changing regulations or interpretation of existing laws and

regulations may adversely affect the qualification and/or transfer and/or viability and/or value of NFTs in the future and ESL's future development solutions. ESL shall not be liable for any losses that the User may incur as a result of such possible developments and the consequences, if any, thereof for ESL, the NFTs and/or their utility and value, if any.

8.3 ESL shall not be liable for facts based on use contrary to the agreement or unauthorized changes by the User or third parties, in particular Kalex. ESL expressly excludes any liability for any services of Kalex.

8.4 ESL shall only be liable for intent and gross negligence.

9. EXEMPTION

The User undertakes to indemnify ESL in full against any claims made by third parties on the basis of an infringement of rights attributable to the User, unless the User proves that he is not responsible for the breach of obligations causing the damage.

10. TERM

10.1 Unless otherwise agreed, e.g. in the respective app store, the Platform Agreement is concluded for an indefinite period of time and may be terminated by either party at any time without notice in text form or by deactivating the Services or by the corresponding functionality in the User Account.

10.2 The User is aware that a termination of the Platform Agreement does not affect the User's relationship with Kalex.

11. NFT PURCHASE, SALE AND BURNING

11.1 ESL does not owe the Users any advice with regard to the Services, in particular with regard to the purchase of NFTs potentially provided by Kalex. Any purchase decision must be made by the User on his/her own responsibility. ESL cannot and will not provide the User with any binding information on future price developments, tradability, market developments or similar economic forecasts. All information on usage options and the NFTs, in particular information on price developments, are general comparative values which do not relate to the price development of the specific NFT. They are non-binding indicators. ESL makes no representation or warranty with respect to forward-looking statements.

11.2 The User is aware that the value of an NFT is inherently subjective and that there is no inherent or intrinsic value. The value of the NFT follows in particular from

the value, which the market attributes to the rights of use of a Medium, which are granted by the respective licensor to the holder of an NFT by a separate license agreement.

- 11.3 The User acknowledges that the existence and functioning of the NFTs is dependent on the Blockchain, which ESL cannot influence. For example, ESL cannot influence that an NFT is properly created or secured or is retrievable and functional. ESL does not owe inventory, backup, interoperability or maintenance of the NFTs.

12. DOWNLOAD, STREAMING, DEVICE COMPATIBILITY

- 12.1 If the User wishes to stream or download the Media and has the necessary usage rights to do so under the relevant NFT license agreement, the User will need a PC, portable media player or other device that meets the system and compatibility requirements specified in the NFT.

- 12.2 Due to technical and other limitations, streaming or downloading may only be available in certain locations. ESL can only partially determine the geographic location of the User by means of appropriate technologies. The User may not conceal or disguise his or her respective whereabouts by any technologies or technical methods.

- 12.3 Some Media is available for temporary download for offline viewing on certain supported devices ("**Offline Media**"). Certain restrictions apply, such as the number of offline titles per account, the maximum number of devices to which offline titles can be downloaded, the time period in which offline title playback must begin, and the duration of access permission. Some offline titles are not playable in certain countries. For example, if the User goes online in a country where the respective offline title is not available for streaming, the User will not be able to play the offline title while in that country.

- 12.4 The playback resolution and quality of the Media may vary by device and depends on a number of factors, such as location, data transfer rate, which may increase or decrease during playback, and/or Internet connection speed. If ESL determines that the Media streamed by the User may be interrupted or not playing properly due to bandwidth limitations or other factors, ESL may reduce the resolution and file size of the streamed Media to ensure an uninterrupted viewing experience.

13. PRIVACY

ESL's privacy notices can be found at <https://esl.com/privacypolicy>; they are not subject to this Agreement.

14. CHANGES TO THESE PLATFORM GTC

The User will be notified of changes to these platform GTC either on the platform or by e-mail to the User's e-mail address stored at ESL. The User may agree to the changes or reject them. Insofar as the proposed changes do not affect the main contractual service obligations or charges for these main service obligations, the User's consent to the changes to the platform GTC is deemed to have been given if ESL has offered the changes to the User no later than two months before the date on which they take effect and the User has not objected to the changes within this period. ESL will draw the User's attention to this separately in the announcement of the changes to the platform GTC. Changes to the main contractual service obligations or charges for these main service obligations require the express consent of the User to become effective.

15. DISPUTE RESOLUTION

- 15.1 Pursuant to Art. 14 (1) of Regulation (EU) No. 524/2013 on Online Dispute Resolution (ODR Regulation), ESL is legally obliged to refer the User to the European Online Dispute Resolution platform (ODR platform) of the European Commission. The User can reach this at <http://ec.eoropa.eu/consumers/odr/>.
- 15.2 ESL does not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.

16. MISCELLANEOUS

- 16.1 The Platform Agreement and these Platform GTC reflect the agreements between the parties regarding the use of the Services in full; no ancillary agreements have been made. All Services and offers of ESL in connection with the Services shall be performed exclusively on the basis of the Platform Agreement and the Platform GTC.
- 16.2 The Platform Agreement, the Platform GTC and their interpretation as well as all non-contractual obligations in connection with them shall be governed by German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 16.3 The Platform Agreement and the Platform GTC shall be subject to the jurisdiction of the courts in Germany, unless any statutory national consumer protection provisions in the country in which the User has his/her domicile or habitual residence prevail in his/her favor. In the event that the User moves its domicile or habitual residence outside the area of application of German law after conclusion of the

agreement or its domicile or habitual residence is not known at the time the action is brought, the Regional Court of Cologne shall have jurisdiction.

- 16.4 Should individual provisions of these Platform GTC be or become void or invalid in whole or in part, this shall not affect the validity of the remaining provisions. Statutory law shall take the place of any General Terms and Conditions that are not included or are invalid (Section 306 (2) of the German Civil Code (BGB)). In all other respects, the parties shall replace the void or invalid provision with a valid provision that comes as close as possible to the economic purpose of the void or invalid provision, unless a supplementary interpretation of the agreement takes precedence or is possible. The same shall apply in the event of lacunae in the agreement.
- 16.5 Any default or delay by ESL to exercise or enforce any right or provision shall not be deemed a waiver of the future exercise or enforcement of such right or provision. A valid waiver of any right or provision by ESL must be in writing. The waiver of this written form requirement shall itself require the written form.
