

THE TERMS AND CONDITIONS OF SERVICE PROVISION BY ELECTRONIC MEANS

„[ARRLAND.APP](#)”

§ 1. INTRODUCTION

1. Purpose

The Terms and Conditions is provided by ANFATA GAMES Sp. z o.o. (LLC) and associates (jointly referred to hereinafter as “ANFATA GAMES”, “we” or “us”) and covers usage of the Website *arrland.app* (referred to hereinafter as “the Website”) and our other websites, platforms, applications, products and services. Herein, we shall refer to you as “You” or “the User”.

1.2. Website

arrland.app is a website, which allows to check the requirements to purchase tokens produced in the ERC721 standard (referred to hereinafter as “the Token ArrLandNFT” or “the Token”) on the terms and conditions determined hereby, by the Website, the Whitepaper and other documents visible and accessible via the Website and their purchase via an application of the third-party company, such as Utrust (www.ustrust.com) or other equivalent that cooperates with the Service as of the date of purchase of the Tokens. In addition, via the Website, the User has the option to create a User account (referred to hereinafter as “the Account”) by connecting third-party applications, eg. Metamask and providing the identification data required by ANFATA GAMES, such as login and password.

1.3 ArrLandNFT Tokens Purchase

The User acknowledges and accepts that ANFATA GAMES manages *arrland.app* and You, by purchasing the Tokens as a part of the blockchain network (Ethereum), establish a relationship on a basis of other terms and conditions or terms and conditions of service provision, including especially, but not only, information and documents available on websites www.ethereum.org and/or www.ustrust.com and/or www.metamask.io. Thus, the User acknowledges and accepts that purchasing the ArrLandNFT Tokens does not refer to any a transaction or conclusion of any agreement directly with ANFATA GAMES. Conclusion of an agreement on service provision by electronic means between ANFATA GAMES and the User takes place as a result of registering the Account for a particular User, pursuant hereto.

1.4 Investment

In any way, the activity of ANFATA GAMES does not refer to investments as investment funds. Based on information posted on the Website, the term “investment” or “investments” shall be defined only as the purchase of the Tokens or pursuing such buy. The activity of ANFATA GAMES shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets relating to the Tokens.

§ 2. DEFINITIONS

- 1. ANFATA GAMES** – ANFATA GAMES Sp. z o.o. (LLC), having its registered office on Mieczysława Karłowicza 13/5, 40-145 Katowice (Poland), KRS (*the National Court Register*): 0000926038, NIP (*the Tax Identification Number*): 6343002125, share capital: PLN 30,000.00;
- 2. User** - a natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professionally, or has appropriate competences on the basis of national law applicable in the place of temporary or permanent residence, who familiarize him/herself with the information posted via the Website;
- 3. Website** - an Internet website under the domain: *arrland.app*;
- 4. Account** - collections and competences assigned to the User within the scope of the Website, resulting concluding the agreement on service provision by electronic means between the User and ANFATA GAMES, includes data necessary for authorisation and for using some services accessible via the Website;
- 5. ArrLandNFT Token / Token** - a term referring to the value of assets in ERC721 standard as a part of the blockchain network (Ethereum), enabling the owner to act pursuant to information presented on the Website and in the Whitepaper;

6. **Whitepaper** - a document specifying terms and conditions of Tokens functioning and also a possibility to join the Token Distribution Process for the User. The document is available at armland.app;
7. **Token Distribution Process** - refers to the issuing process of the Tokens using blockchain technology, as part of which it is possible to purchase the Tokens by the User;
8. **KYC/AML**- a set of activities as a result of which information on a particular User is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing, taking into account specific types of risk;
9. **Information and Communication Technologies (ICT) System** - a system of cooperating ICT devices and software which provides processing and storing, as well as sending and receiving data via ICT networks using an appropriate type of an ICT end device.

§ 3. GENERAL PROVISIONS

3.1 User

Natural persons, legal persons and other organizational units to whom law assigns legal capacity may enter the Token Distribution Process. The age of majority is determined by law of the country in which the User lives, and the minimal age is 18 years old. Using the Website is free of charge.

2. Terms and Conditions

By joining the Token Distribution Process, the User confirms that he/she has read the Terms and Conditions, the Whitepaper, and in particular the mechanisms of software functioning and applications based on the blockchain technology, and the risk of losing all invested funds. The Terms and Conditions constitute a binding agreement between the User and ANFATA GAMES and apply to all Users who access or use the Website (also by simply browsing the content posted via the Website).

3.3 User Account

The Account may be created by the User. Account registration is free and voluntary (optional), but necessary to use some of the functionalities available within the Website in the field of using the play-to-earn function and using the ArrLandNFT Tokens. In order to create the Account, the User is obliged to provide the required information contained in the registration form on the Website, including in particular the login and password, and is also required to connect the Account with his/her wallet (e.g., Metamask), in accordance with the information available in the Account registration form. The registration of the Account takes place only via the Internet (online).

3.4 Representations on the Token Distribution Process

The User represents that as a part of the Token Distribution Process, the User acts on his/her own and on his/her own behalf, and in particular does not act for the benefit of a person or entity being a citizen or a resident of countries where law restricts or prohibits participation in processes collectively and commonly referred to as Initial Coin Offering or classifies the Token Distribution Process only as issuing of financial instruments or derivative financial instruments within the meaning of relevant national acts. Also, the User represents that the financial means used to join the Token Distribution Process have legal sources. The User acknowledges and accepts that the ArrLandNFT Token is not:

- 1) a document issued by name, on request or issued to the bearer, as well as a financial instrument and a participation unit nor an investment certificate within the meaning of the relevant national law at the place of the headquarters of ANFATA GAMES;
- 2) a packaged retail investment product within the meaning of Article 4 of the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and is not under any provisions of law provided by the state.

3.5 Representations on Activities of ANFATA GAMES

The User represents that he/she fully accepts the provisions hereof, without any doubts nor additions, as well as the User acknowledges and accepts that:

- 1) the Token Distribution Process is not a public offer, alternative investment fund management activity nor activity performed by an investment fund, and that the activities of ANFATA GAMES are not a banking activity, or an insurance or reinsurance activity within the meaning of the relevant national acts;
- 2) ANFATA GAMES does not mediate in any way in the transaction of purchasing the Tokens, therefore it shall not guarantee that the Token Distribution Process, as well as the acquisition

of Tokens itself, will bring the User expected outcomes, results or economic or financial benefits. At the same time, the User represents that ANFATA GAMES have not guarantee him/her such results.

- 3) by purchasing Tokens or by joining the Token Distribution Process, the User does not join in any way ANFATA GAMES, does not form a company with ANFATA GAMES, and does not acquire corporate rights in ANFATA GAMES' company and does not enter into a similar legal relationship with ANFATA GAMES, including e.g., a joint venture.

Furthermore, the User acknowledges and accepts that ANFATA GAMES does not offer any services related to securities, and that ANFATA GAMES is not an entity transferring any money to Users or other persons or third parties. ANFATA GAMES does not provide investment, financial, tax or legal advice. Any information and applications posted on the Website do not constitute investment advice, financial advice, commercial advice or any other type of advice.

3.6 KYC/AML Verification

ANFATA GAMES or entities cooperating with it as part of activities performed by the User on the Website or in connection with the acquisition of Tokens or entering the Process may verify the User to the extent specified in the relevant international acts on counteracting money laundering and terrorist financing (AML). Pursuant to the legal requirements, the entity performing such verification may perform it again in the event of statutory premises, also in accordance with the internal security procedure.

§ 4. ARRLANDNFT TOKEN

4.1 General Information

The User, via the application and third-party websites, in particular via the Ethereum blockchain network, obtains the possibility of purchasing Tokens as a digital representation of the value generated in the blockchain network. Details on the method of purchasing the Tokens and their value expressed in the price - each time determined by third parties or websites of these third parties, e.g., Utrust (www.utrust.com) in connection with Metamask (www.metamask.io), in the scope of making the payment by the User for the purchase of these Tokens. The purchase of Tokens entitles Users to obtain benefits specified in particular in the Whitepaper, subject to the provisions hereof.

4.2 ArrLandNFT Token

The Token is a form of value that has been generated in the Ethereum blockchain network in the ERC721 standard. The collection of the Tokens by the User takes place immediately via the blockchain network, after the correct payment by the User pursuant to 4(1) herein. All information about the Tokens is posted on the Website in a place visible to the User or via the websites of third parties to which the Website redirects.

At the same time, due to the fact that the process of purchasing Tokens is in no way dependent on the activities performed by ANFATA GAMES, as well as due to the close connection of the Tokens with financial markets over which ANFATA GAMES has no control, the User acknowledges and accepts that the rights to withdraw from the agreement within the meaning of withdrawing from the purchase of Tokens shall be excluded. **The User acknowledges and accepts that all transactions related to the purchase of Tokens are final and it is not possible to return the acquired (purchased) Tokens.**

4.3 Respecting the Rules

Each User obliges to use the Website in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. The User is obliged to protect own passwords and personal access keys to the Tokens against third parties' access.

4.4 Unauthorized Access

ANFATA GAMES does not in any way process or store access data enabling the management of the Tokens, including Users' private keys. The User is obliged to protect data used to access the Tokens, including data necessary to access the third party's application eg. Metamask (www.metamask.io) or Utrust (www.utrust.com), because in the event of their loss ANFATA GAMES shall not recover the data. In the event of loss of access data, including in particular private keys, the User may lose all acquired Tokens, assigned to a given wallet address, for which ANFATA GAMES shall not be liable.

Any results of unauthorized acquisition of the password, keys or other data enabling the access to the Tokens belonging to the User are not the liability of ANFATA GAMES.

4.5 ArrLandNFT Tokens Taxation

The User is obliged to determine how and according to which legal acts the taxation shall be carried out in connection with the purchase of the Tokens and to pay the tax to the competent tax authorities for a particular User. ANFATA GAMES is not liable in any way for incorrect tax settlement of the User due to the purchase of the Tokens.

4.6 Knowledge of the Blockchain Technology

The User represents that he/she is familiar herewith, Whitepaper as well as the Token Distribution Process and its mechanism, also the User has obtained all necessary information and data that he/she considers sufficient to decide on purchasing the Tokens, and that he/she has extensive knowledge in the field of functioning, use or usability of software and applications based on the blockchain technology. All transactions for the purchase of the Tokens are executed automatically, based on the User's decisions and his/her orders. The User is solely responsible for determining whether the decision to purchase the Tokens is proper. If the User has doubts about the functioning of the blockchain technology, cryptocurrencies or the rules for purchasing the Tokens, he/she should contact legal, tax or investment adviser before taking any action on the Website.

§ 5. PAYMENT FOR THE ARRLANDNFT TOKEN

5.1 Value of the Accounting Unit

The User declares that the accounting unit for the acquisition of the Tokens, in connection with the entering the Token Distribution Process, are cryptocurrencies, each time specified by third parties or websites of these third parties, e.g., Utrust (www.utrust.com) in connection with Metamask (www.metamask.io), which enable the purchase Tokens in the Ethereum blockchain network via ICT network.

5.2 Fee and Transaction Time

The fees are determined each time by third parties or websites of these third parties (e.g. Utrust or equivalent), enabling the purchase of the Tokens. By purchasing the Tokens, the User undertakes to pay the current fees:

- 1) for the Token - the amount of which depends on the moment when the User purchases the Token and the number of Tokens purchased by the User, in accordance with the information provided on the Website;
- 2) any other necessary fees for the delivery of the Tokens to the User including in particular, but not only, blockchain network fees and Utrust fees (www.utrust.com).

The delivery of the Tokens to the User takes place immediately, provided that the User makes the correct payment pursuant to hereinabove. The process is executed automatically, without the possibility of changes or modifications. ANFATA GAMES indicates that the process of delivering the Tokens in exceptional cases may be extended to a maximum of 48 hours in the event of situations beyond the control of ANFATA GAMES, such as e.g., failure of the Ethereum blockchain network.

§6. RESTRICTIVE MEASURES AND COMPLAINTS

6.1 Reporting Violations

The User or third parties may refer to ANFATA GAMES regarding possible violations of the provisions hereof, the Whitepaper or violations of the use of the *arrland.app* Website. Any violations in the scope of the purchase of the ArrLandNFT Tokens should be directed only to third parties providing services of the acquisition of these Tokens in the blockchain network, in accordance with the information provided, out of many, at www.ethereum.org. All reports to ANFATA GAMES should be sent to the e-mail address: contact@arrland.app.

6.2 Violations Results

Any violation of provisions hereof may result in, appropriately to the scale of damage:

- 1) warning;
- 2) a temporary suspension of the Account, i.e., prevent accessing the User Account;
- 3) deletion of the Account, which is understood as termination of the agreement on service provision by electronic means;

The Parties agree that the deletion of the Account, under any legal or factual cause, shall not give rise to any claims on the part of the User, including claims for the payment of any compensation.

6.3 Standard Report

ANFATA GAMES replies to the report of the User or a third party by electronic means, generally within 30 (say: thirty) working days from the date of receipt of the report. A response to the report shall be sent to the e-mail address provided by the User or a third party in the e-mail message. ANFATA GAMES reserves the right to extend the above term by a maximum of 30 (say: thirty) working days if the identification of the report requires special information or encounters obstacles independent of ANFATA GAMES. Furthermore, ANFATA GAMES reserves that the examination of the report may require additional explanations from the User or a third party - in such a situation the duration of a response from ANFATA GAMES shall be extended accordingly each time.

6.4 Complaints

The Users and third parties may submit complaints to ANFATA GAMES regarding the functioning of the Website (in the scope of the Account, regarding service provision by electronic means), as well as appeals against the decisions of ANFATA GAMES. Reports shall be sent directly to ANFATA GAMES at the e-mail address contact@arrland.app. The report shall include:

- 1) indication of a reporting person or entity which enables to identify the Account;
- 2) detailed description of a report.

ANFATA GAMES informs the entities submitting complaints about recognizing the complaint by electronic means to the e-mail address provided by the reporting entity, immediately, but not later than within 14 days from the date of receipt of the notification. Processing of a complaint may require obtaining additional explanations and clarifying information from the reporting entity. The reporting entity is then obliged to provide all necessary information and answers. The time for the reporting entity to provide answers to additional questions or information, each time extends the time limit for processing (completing) a particular complaint report.

6.5 Consent to Contact in the Electronic Form

Submitting the complaint electronically by the User or a third party to ANFATA GAMES is understood as a consent to receive a response from ANFATA GAMES in the electronic form, pursuant to the Privacy Policy available at arrland.app.

§ 7. ADDITIONAL CLAUSES

7.1 Technical Requirements

To use the Website, the User shall meet the following technical requirements:

- 1) having a device enabling the use of the Internet;
- 2) the Internet connection;
- 3) having a browser that allows to display websites and support third parties' applications (e.g., Metamask), e.g., Google Chrome.

ANFATA GAMES represents that it makes every effort to ensure constant access to the Website, however, it does not guarantee that the use of the Website is free of errors and technical breaks. In addition, ANFATA GAMES reserves the right to change the above minimum requirements for using the Website at any time without prior notice to the User.

7.2 Cryptographic Techniques

ANFATA GAMES shall ensure the operation of the ICT system in a form of the Website, in such a way as to prevent unauthorized access to the content, in particular using cryptographic techniques.

7.3 Technical Risk

ANFATA GAMES stipulates that the use of the Website may involve a technical risk, typical for the use of the ICT system, and an increased risk in the field of the blockchain technology, characteristic for software based on the Ethereum blockchain network. The Users shall secure electronic connections and devices against unauthorized access, including, but not limited to, installing anti-virus software and securing the wallet, e.g., Metamask, in accordance with the recommendations specified at www.metamask.io.

7.4 Technical Breaks

ANFATA GAMES reserves the right to temporarily or permanently terminate or limit activity of the Website. In particular, ANFATA GAMES is entitled to conduct maintenance work of the Website to

restore security and stability of the ICT system. Accordingly, the User acknowledges and accepts that he/she has no claims regarding such interruptions or restrictions of access to the Website.

7.5 Other Websites of Third Parties

ANFATA GAMES exercises due diligence to specify unambiguously and identify pages and websites managed by third parties that offer separate services or a service, not related to the activities of ANFATA GAMES, pursuant hereto. However, ANFATA GAMES is not liable for the content, subject and the relationship established with another entity by the User. In such a situation, the User should each time exercise due diligence to determine with which entity the possible relationship is being established and to which website of the third party the User has been redirected using the Website.

§ 8. FINAL PROVISIONS

8.1 Terms and Conditions Enters into Force

The Terms and Conditions shall enter into force on November 26, 2021. ANFATA GAMES has the right to amend hereto at any time. In such a situation, ANFATA GAMES shall inform about changes hereto in a visible place on the Website, including in particular by posting a new version hereof on the Website.

8.2 Additions and Information Included Herein

No legal basis or incompleteness of any of the provisions contained herein does not mean that the entire Terms and Conditions is legally void. Such provisions shall be amended to the ones that best reflect their meaning and purpose.

8.3 Disputes

All parties to the disputes that may arise in connection herewith shall be settled amicably in the first place, by mutual arrangements between the User and ANFATA GAMES. The User acknowledges and accepts that the amicable resolution of a dispute procedure is a condition precedent that shall be met prior to commencing any legal proceedings. In such a situation, the User is obliged to contact ANFATA GAMES pursuant to provisions 6 hereof.

If the above provisions are met, as well as in the absence of an amicable solution to the dispute, the provisions hereof shall be settled by the court competent for the current place of a registered office of ANFATA GAMES. At the same time, the User acknowledges and accepts that disputes arising herefrom may only be considered on the basis of an individual case of the User. In no way is ANFATA GAMES obliged to settle disputes as collective cases or collective actions.

8.4 Transformation or Transfer of Rights

The User acknowledges and accepts that the ANFATA GAMES may transfer the rights and obligations resulting from the implementation of the provisions hereof to another entity, person or third parties, including transferring the rights and obligations to another, newly established company as a result of the transformation.