

TERMS AND CONDITIONS OF USE

The domain play.rpsleague.io and all its contents on the Website and the Game are owned by RPS LEAGUE, hereinafter RPS.

These Terms and Conditions of Use (the "Terms of Use") constitute a legally binding agreement between you, either personally or on behalf of an entity ("you") and RPS LEAGUE ("we") in connection with your access. and use of the play.rpsleague.io website and the RPS LEAGUE game (the "services").

This Website reserves the right to modify these Terms and Conditions of Use, as well as the contract they imply, without prior notice, by simply updating this text. Your continued use of our website or services after such modifications will constitute an acknowledgment and acceptance of the modified Terms.

The Game is a distributed application that is currently running on the Binance Smart Chain, using smart contracts (each, a "Contract") to allow users to own NFT's to participate in battles against the environment, against other players, and participate in leagues. . The Game also allows users to own, transfer and sell digital assets, including but not limited to hands, rings, bracelets, bangles and watches. These assets can be displayed on the Site so that the user can interact with the Site. By using the Site, users can view their assets and use them to acquire, train, and fight against the environment and other players.

WE ARE ONLY WILLING TO MAKE THE SITE AND THE GAME AVAILABLE TO YOU IF YOU ACCEPT ALL OF THE TERMS OF USE. BY USING THE SITE, THE GAME, ITS ASSOCIATED MEDIA OR ANY PART OF IT, OR BY REGISTERING WITH YOUR NAME, YOUR EMAIL AND / OR YOUR CRYPTO WALLET, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTANDING AND AGREEING TO BE BOUND BY ALL OF THESE TERMS. USE. IF YOU DO NOT AGREE TO AND / OR ACCEPT ALL OF THE TERMS OF USE, THEN YOUR USE OF THE SITE, THE GAME AND ITS ASSOCIATED SERVICES IS EXPRESSLY FORBIDDEN, AND YOU MUST STOP USING THEM IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are expressly incorporated herein by reference. We reserve the right, at our sole discretion, to make changes or modifications to the Terms of Use at any time and for any reason. We will notify you of any changes by updating the "Last Updated" date of the Terms of Use, and you waive any right to receive specific notice of each change. It is your responsibility to periodically review the Terms of Use to stay informed. You will be bound by and deemed to have been made aware of and accepted the changes to the revised Terms of Use by your continued use of the Site or the Game after the date such revised Terms of Use are posted.

The information on the Site is not intended to be distributed or used by any person or entity in any jurisdiction or country where such distribution or use is contrary to the law or regulation thereof or that subjects us to any registration requirement within such jurisdiction. or country. Consequently, those persons who choose to access the Site and / or the Game from other locations do so on their own initiative and are solely responsible for compliance with local laws, to the extent that local laws are applicable.

The Site and the Game are intended for individual users who have full legal capacity, who are at least 18 years old or who have reached the age of majority as provided for by the applicable laws of the relevant jurisdictions. Persons under the age of 18 may not use or register with the Site and the Game.

1. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the Site and the Game are the property of RPS LEAGUE and all source code, database, functionality, software, designs of websites, audios, videos, texts, photographs and graphics on the Site, the Game and all other associated functions (collectively, the "Content"). Likewise, the trademarks, service marks and logos included therein (the "Marks") are controlled by or are licensed to us, and are protected by copyright and trademark laws and various other rights. of intellectual property and unfair competition laws of relevant jurisdictions and international conventions. Except as expressly provided in the Terms of Use, no part of the Site, the Game, and any Content or Trademarks may be copied, reproduced, added, republished, published, publicly displayed, encoded, translated, transmitted, distributed, sold, or exploited. otherwise for any commercial purpose, without our express prior written permission.

2. OBLIGATIONS OF THE USER

By using the Site, the Game and the Contracts, you represent and warrant that:

All registration information you submit to us will be true, accurate, current and complete;

You must maintain the accuracy of such information and promptly update such registration information as necessary;

You have the legal capacity and agree to comply with these Terms of Use;

You are not a minor in the jurisdiction in which you reside;

You will not be able to access the Site and / or the Game through automated and non-human means, whether through a bot, script or otherwise, except as expressly permitted by us;

You will not use the Site, the Game and the Contracts for any illegal and unauthorized purpose; nor will your use of the Site, the Game and the Contracts violate any applicable law or regulation.

If you provide any information that is false, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and to reject any current or future use that you are making of the Site, the Game and the Contracts (or any part thereof).

You, as an account owner, are responsible for the actions of anyone you hire who plays on your behalf.

It has not been included in any list of trade embargoes or economic sanctions (such as the United Nations Security Council sanctions list). We reserve the right to choose markets and jurisdictions in which to conduct business and we may restrict or deny, at our discretion, the provision of services in certain countries or regions.

3. USER REGISTRATION

You may be required to register for the Site, the Game, and the Contracts. You agree to keep your password confidential and are responsible for all use of your account and password. We reserve the right to remove, or modify a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

4. PROHIBITED ACTIVITIES

You understand and agree that you may not access or use the Site, the Game, or the Contracts for any other purpose than what we have specifically provided for the Site, the Game, and the Contracts. The Site, the Game and the Contracts may not be used in connection with any commercial purpose, except as agreed in a binding legal contract with us. It is specifically prohibited to perform or participate in acts that include, but are not limited to:

Systematically retrieve data or other content from the Site and the Game to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission.

Make any unauthorized use of the Site, the Game, the Content, the Marks and the Contracts, including the collection of usernames and / or email addresses of users by electronic or other means for the purpose of sending emails unsolicited electronic or create user accounts automatically;

Use a purchasing agent to make purchases on the Site, the Game and the Contracts.

Use the Site, the Game, the Content, the Brands and the Contracts to advertise, offer or sell goods and services.

Circumvent, disable or interfere with the security-related features of the Site, the Game, and the Contracts, including features that prevent or restrict the use or copying of any Content or impose limitations on the use of the Site, the Game, and the Contracts and / or the content therein.

Mislead or defraud us and other users, especially in any attempt to obtain confidential account information, such as user passwords.

Misuse our support services or submit false reports of abuse or misconduct.

Participate in any automated use of the system, such as the use of scripts to send comments or messages, or the use of data mining, robots or similar data collection and extraction tools, except as expressly permitted by us)

Interfere with, interrupt or create an undue burden on the Site, the Game, the Contracts or the networks or services connected to the Site.

Attempting to impersonate another user or person or use another user's username. Sell or transfer your profile.

Use any information obtained from the Site, the Game, the Content, the Marks and the Contracts to harass, abuse or harm another person.

Use the Site, the Game, the Content, the Brands and the Contracts as part of any effort to compete with us or use the Site, and the Contracts, the Brands and / or the Content for any commercial or income-generating purpose;

Decipher or reverse engineer any software that comprises or in any way forms part of the Site, the Game, or the Contracts.

Attempt to circumvent any measure on the Site designed to prevent or restrict access to the Site, or any part of the Site, the Game, the Content, and the Contracts. Harass, intimidate or threaten any of our employees or agents involved in providing you with any part of the Site, the Game, the Content and the Contracts.

Remove the copyright or other proprietary rights notice from any Content.

Copy or adapt the software on the Site, including but not limited to Flash, PHP, HTML, JavaScript or other code.

Upload or transmit (or attempt to upload or transmit) viruses, Trojans or other material, including excessive use of capital letters and spam (continuous posting of repetitive text), that interferes with or modifies the continued use and enjoyment of the Site and the Game, deteriorates, interrupts, or alters the use, characteristics, functions, operation or maintenance of the Site, the Game or the Contracts.

Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information gathering or transmission mechanism, including but not limited to clear graphic interchange formats ("gifs"), 1 × 1 pixels, errors web, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

Contempt, injure or damage, in our opinion, us, the Site, the Game and / or the Contracts.

Use the Site, the Game, the Content, the Marks and the Contracts in any way that is not compatible with applicable laws or regulations.

5. SHIPPING

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Site, the Game and the Contracts that you provide to us are not confidential and will become our sole property ("Submissions"), therefore We may use and disseminate these Submissions without restriction for any legal, commercial or other purpose, without acknowledgment or compensation to you. You hereby waive any rights to such Submissions, and warrant that they are original to you or that you have the right to dispose of them. You agree that there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary rights in your Submissions.

6. WEBSITE AND THIRD PARTY CONTENT

The Site and / or the Game may have links to other websites ("Third Party Websites"), as well as articles, photographs, text, graphics, images, designs. , music, sound, video, information, applications, software and other content or elements that belong to or originate from other third party websites ("Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored, or verified by RPS for their accuracy, appropriateness, or completeness, and we are not responsible for Third Party Websites accessed through the Site and / or the Game. or any Third Party Content posted, available through or installed from the Site and / or the Game, including but not limited to content, accuracy, offensive nature, opinions, reliability, privacy practices or other policies contained on such third party websites or content. The inclusion, linking or allowing the use or installation of any third party website or any third party content does not imply endorsement or approval of the same by us. If you decide to leave the Site and / or the Game and access the Third Party Websites or use or install any Third Party Content, you do so at your own risk and we will not be responsible for any of your activities related to the third party websites and the content of third parties. You should review the applicable terms and policies, including privacy and data collection practices, of any third-party website to which you navigate from our Site and / or the Game. Any purchases you make through third-party websites will be made through other websites and other entities, and we do not assume any responsibility in relation to such purchases, which are exclusively between you and the corresponding third party. You agree and acknowledge that we do not endorse the products and services offered on third party websites; and will exempt us from any damage caused by the purchase of such products and services. In addition, you will hold us harmless for any losses suffered by you or damages caused to you or resulting in any way, from Third Party Content or contact with Third Party Websites.

7. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Site and the Game, such as sidebar ads or banner ads. If you are an

advertiser, you must take full responsibility for any advertisements you place on the Site and / or the Game and any services provided on the Site and / or the Game or any products sold through those advertisements. Furthermore, as an advertiser, you warrant and represent that you own all rights to place advertisements on the Site and / or the Game, including but not limited to intellectual property rights, rights of publicity, property and contractual rights. We simply provide the space to place such advertisements and we have no other relationship with the advertisers.

8. TERMINATION OF THE AGREEMENT

The Terms of Use remain in full force and effect for as long as you use the Site, the Game, and the Contracts. Without limiting any other provision of the Terms of Use, we reserve the right, in our sole discretion and without prior notice or liability, to deny access to and use of the Site, the Game, and the Contracts (including blocking certain IP addresses) to any person for any reason or no reason, including, but not limited to, the breach of any obligation, guarantee or agreement contained in the Terms of Use or any applicable law or regulation. We may terminate your use or participation in the Site, the Game and the Contracts or delete your account without prior notice, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account in your name, a borrowed or assumed name, or the name of a third party, even if you may be acting on the third party's behalf. In addition to canceling and suspending your account, we reserve the right to take appropriate legal actions, which include, but are not limited to, seeking civil, criminal, or other appropriate compensation.

9. LIMITATION OF LIABILITY

You understand and accept that both we -RPS LEAGUE-, as well as third parties that were hired for the purposes of providing the Services, will not be liable in any way, to you or to third parties for any direct, indirect, incidental, consequential damage , or punitive that may be incurred, regardless of the cause and under any theory of liability, which includes, without limitation, any loss of chance, non-material damage, lost profits, or any other tangible or intangible loss, even if we are has reported the possibility of such damage.

You hereby understand, accept and acknowledge that, in no event, will we be liable before you for any compensation or economic reimbursement, for each and every one of the claims that arise or are related to the Terms of use or access or use of (or your inability to access or use) any part of the Site, the Game and the Contracts, whether by contract, tort, liability or any other legal theory.

You hereby understand, accept and acknowledge that we have made the Site, the Game, and the Contracts available to you and have accepted the Terms of Use in accordance with the disclaimers of warranties and limitations of liability set forth in this document, which reflect a reasonable and fair allocation of risk between the parties and form an essential basis of the deal between us. We could not provide the Site, the Game, and the Contracts to you without these limitations.

TAXES AND FEES

If you choose to purchase and / or exchange RPS \$ and our other Site and Game related products, available for purchase on the game launch day, such transactions in which you participate will be conducted solely through BlockChain through a crypto wallet like MetaMask, TrustWallet, Wallet Connect, CoinBase, etc. You fully understand, agree and acknowledge that we have no information or control over these payments or transactions, nor do we have the ability to reverse any transactions. Therefore, in no case will we have any liability to you or third parties for any claim or damage that may arise as a result of all types of transactions in which you participate through the Site and / or the Game or through the use of the Contracts., or made through other cryptocurrency exchange platforms such as Binance, PanCake Swap, Biswap, BeGlobal, etc.

Like us, you will be solely responsible for paying any and all sales, value added, and other current or future taxes or duties claimed by any government authority (collectively, "Taxes" or "Taxes") associated with your use of the Site.

Except for income taxes levied on our Game (if applicable), you will: (i) pay or reimburse us for all national, federal, state, local or other taxes in any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs, or other import or export taxes, and amounts collected instead based on established charges, services rendered, or payments made hereunder, as now imposed or in the future under the authority of any nation or state or any other taxing jurisdiction; and (ii) you will not have the right to deduct the amount of such taxes, fees or assessments from the payments made to us in accordance with this Legal Notice.

MARKET AND TOKEN MANAGEMENT

You expressly understand and agree that your access to and use of the Site, the Game, and the Contracts are at your own risk, and that the Site, the Game, and the Contracts are provided "as is" and "as available" without warranties of any kind. , either express or implied.

You understand and accept that both we -RPS LEAGUE-, as well as the third parties that were hired for the purposes of providing the Services, do not offer any express

guarantee and hereby disclaim all implicit guarantees with respect to the Site, the Game and the Contracts or any part of it (including but not limited to the Site, the Game, any Contract or any external website), including the implied warranties of merchantability, fitness for a particular purpose, or reliability.

Without limiting the generality of the foregoing, both RPS LEAGUE, and the third parties that were hired for the purposes of providing the Services, do not declare or guarantee that: (i) your access or use of the Site, the Game and the Contracts will comply with your requirements, (ii) your access to or use of the Site, the Game and the Contracts will be uninterrupted, secure or error-free, (iii) the usage data provided through the Site, the Game and the Contracts will be accurate , (iii) the Site, the Game and the Contracts

You fully acknowledge and accept the security risks inherent in providing information and conducting online transactions over the Internet and agree that we have no responsibility for any breach of security that you may suffer while using the Services.

We will not be liable to you for any losses you incur as a result of your use of the Ethereum network and the Metamask e-wallet, including, but not limited to, losses, damages, or claims arising from: (a) user error, such as forgotten passwords or incorrectly interpreted smart contracts or other transactions; (b) server failure or loss of data; (c) damaged wallet files; (d) unauthorized access or activities of third parties, including but not limited to the use of viruses, phishing, brute force or other means of attack against the Ethereum network or the Metamask electronic wallet.

Cryptocurrencies are intangible digital assets that exist only by virtue of the property registry maintained on the Binance network. All contracts that are carried out occur within this network. We have no control, nor do we make guarantees or promises with respect to contracts. We are not responsible for losses due to blockchains or any other features of the Ethereum network, the Binance network, or the Metamask e-wallet, including but not limited to late reports from developers or representatives (or no reports) of any problem with the blockchain that supports the Ethereum network, the Binance network, including forks, node glitches, or any other issue that has loss of funds as a result.

LINK AND THIRD PARTY WEBSITE

We are not responsible and will not be responsible in any way for the content of third party websites or media linked to the Site or the Game, including the products, services and other elements offered through such websites.

10. ASSUMPTION OF RISK

You accept and acknowledge each of the following:

- A. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of products, which may also be subject to significant price volatility. We cannot guarantee any loss or gain of money.
- B. You are solely responsible for determining what taxes, if any, apply to your transactions related to the Products. We are not responsible for determining the taxes that apply to your transactions on the Site, the Game or the Contracts.
- C. The Site does not store, send or receive Products. This is because the Products exist only by virtue of the ownership registry maintained on the Gaming support blockchain on the Binance network. Any Product transfer occurs only on the Binance network.
- D. There are risks associated with the use of an Internet-based currency, including, but not limited to, the risk of hardware, software, and Internet connections, the risk of the introduction of malicious software, and the risk that third parties may gain unauthorized access to the information stored in your wallet. You agree and acknowledge that we will not be responsible for communication failures, interruptions, errors, distortions, or delays that you may experience while using the Binance network, regardless of the cause.
- E. Lack of public use or interest in the creation and development of distributed ecosystems could adversely affect the development of the Site and Game ecosystem and therefore the utility or potential value of the Products.

11. INDEMNITY

You agree to defend, indemnify, and hold us harmless, all of our respective officers, agents, partners, service providers, and employees, from and against any loss, damage, liability, claim, or lawsuit, including reasonable attorneys' fees and expenses, made by third parties, arising from: (1) your use of the Site or the Game, (2) breach of the Terms of Use, (3) any breach of your representations and warranties set forth in the Terms of Use, (4) your violation of rights of a third party, including but not limited to intellectual property rights, or (5) any manifest harmful act towards any other user of the Site, the Game and the Contracts with whom you connected through the Site, the Game and the Contracts. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you must indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any claim, action or proceeding, which is subject to this indemnification upon becoming aware of it.

12. USER DATA

We use your data to provide and improve the Services. By using the Services, you agree to the collection and use of information in accordance with the privacy policy posted by us on the Website. By accessing and / or using the Site and / or the Game, it is assumed that you are fully aware, understand and accept that you are solely responsible for all the data that you transmit or that you release to any activity you have carried out using the Site, the Game and the Contracts.

13. OTHERS

The Terms of Use and any operating policies or rules posted by us on the Site, the Game, and the Contracts, or with respect to the Site, the Game, and the Contracts constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision. The Terms of Use operate to the fullest extent permitted by law. We may assign some or all of our rights and obligations to others at any time. We will not be liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of the Terms of Use is determined to be illegal, void and unenforceable, that provision or part of the provision will be deemed separable from the Terms of Use and will not affect the validity and enforceability of the remaining ones. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of the Terms of Use or use of the Site or the Game. You agree that the Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of the Terms of Use and the failure of the parties to sign to enforce the Terms of Use.

14. JURISDICTION AND APPLICABLE LAW

These Terms and Conditions of use as well as the Agreement, will be governed and will be interpreted and applied in accordance with the laws of the Argentine Republic. Notwithstanding this, you will be responsible for compliance with any law that is applicable to you for accessing this Website from your country, as well as RPS LEAGUE will be responsible for compliance with any law that is applicable to your country of origin or by the provision of Services to citizens of other countries.

If there is any dispute or difference by the Terms and Conditions of use or by virtue of this Agreement, both parties agree to resolve it through the intervention of a Mediator. They also agree that if they do not achieve a satisfactory solution through mediation, they will submit the conflict to arbitration, the Argentine regulations being applicable.

Ultimately, such disputes or differences must be presented and resolved before the exclusive jurisdiction of the courts of the Autonomous City of Buenos Aires, Argentina.

15. CONTACT

If you have any questions or comments that you want to make about these RPS Terms of Service, do not hesitate to contact us. Email: info@rpsleague.io