

# Terms of Use

Version 0.1 – JULY 2023

WELCOME TO PULSE WAVE, PULSE WAVE PLAYERS HUB. BY USING OR ACCESSING PULSE WAVE PLAYERS HUB (AS DEFINED BELOW), BY CALLING AN ACTION ON A PULSE WAVE PLAYERS HUB SMART CONTRACT AND/OR BY CLICKING ON “I ACCEPT” ON THE SCREEN WHERE THIS AGREEMENT IS DISPLAYED, YOU ARE DEEMED TO AGREE TO BE BOUND BY AND ACCEPT THE TERMS OF THIS AGREEMENT, AS SET OUT BELOW (THE “ACCEPTANCE”). IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE, ACCESS, CONNECT TO OR REGISTER TO ACCESS PULSE WAVE PLAYERS HUB AND YOU MUST IMMEDIATELY CEASE DOING SO. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY (AND ITS EMPLOYEES) TO THIS AGREEMENT. THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN PULSE WAVE (“PULSE WAVE” OR “WE”) AND YOU AND ANY OTHER PERSON, COMPANY OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT (“END USER” OR “YOU”). THESE TERMS OF USE INCORPORATE BY THIS REFERENCE AND MUST BE READ IN CONJUNCTION WITH OUR PRIVACY NOTICE AND COOKIES NOTICE.

## 1. Definitions

Unless otherwise defined in these Terms of Use, capitalized terms shall have the meanings set out in this Section 1.

“Acceptance” shall have the meaning ascribed in the header of this Agreement.

“Agreement” or “Terms of Use” shall mean these terms of use for PULSE WAVE PLAYERS HUB.

“PULSE WAVE PLAYERS HUB” shall mean any and all of (i) any PULSE WAVE PLAYERS HUB code, meaning application code stored on the web servers, as well as (ii) the Website and (iii) any user interface, documents, materials and/or services made available through the Website (if any; collectively the “Services”), in each case as updated or amended from time to time.

“Member Client” shall mean the web front end which facilitates calling actions on PULSE WAVE PLAYERS HUB.

“Pulse Wave” or “we” shall have the meaning ascribed in the header of this Agreement.

“End User” or “you” shall have the meaning ascribed in the header of this Agreement.

“Party” or “Parties” shall mean, as required by the relevant context, either you or us, or – respectively – you and us collectively.

“Pulse Wave Member Client” shall mean the account and smart contracts of the Permitted PULSE WAVE PLAYERS HUB and its decentralized autonomous community.

“Smart Contract” means the smart contract installed on the BSC blockchain or any successor digital item standard in the database of which PULSE WAVE PLAYERS HUB NFTs exist as a row.

“Reverse Engineer” shall mean the examination or analysis of PULSE WAVE PLAYERS HUB to determine its source code, sequence, structure, organization, internal design, algorithms or encryption devices.

“Section” shall mean any section of this Agreement.

“The Website” is the website at “pulse-wave.io” (or such other URL as the website may subsequently be hosted at; the Website).

## **2. Form of Agreement and Interpretation**

This Agreement shall apply and be binding on the End User following its Acceptance by the End User. It shall form an integral part of the agreement between the parties, and govern their rights and obligations, with regard to its subject matter.

No specific conditions and no other terms and conditions of the End User or any of its affiliates or any third party shall prevail over this Agreement, unless formally accepted in writing by Pulse Wave.

This Agreement shall not be construed against any party on the grounds that such party prepared or drafted this Agreement. In this Agreement, unless the context otherwise requires, (i) words in the singular include the plural and vice versa and words in one gender include any other gender, (ii) a reference to a statute or statutory provision includes any subordinate legislation made under it and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement.

## **3. License**

### **3.1 Rights**

Unless otherwise stated in this Agreement, Pulse Wave is the owner or licensee of all rights including all copyrights, trademarks and other intellectual property rights relating to or included within PULSE WAVE PLAYERS HUB, the Website, Materials and Services (“Rights”). For the avoidance of doubt, and to the greatest extent permitted at law, the Rights include without limitation all Rights in respect of all graphics, logos, text elements, images and all other elements included in and deriving from the gameplay and virtual world featured in PULSE WAVE PLAYERS HUB, including without limitation in-game names, characters, locations and any virtual assets or items (“Virtual Items”) and their associated benefits or properties acquired or provided for use within PULSE WAVE PLAYERS HUB.

## Grant of License

PULSE WAVE PLAYERS HUB is licensed, not sold, to you with the scope set out below. The license granted to you is limited in scope as described in Section 3.2.

### 3.2 Scope

The license is worldwide, non-commercial, non-exclusive, non-transferable, non-sublicensable and subject to the boundaries of the Permitted Use (“Scope”). The terms of this Agreement, including, without limitation, the Scope, will apply to PULSE WAVE PLAYERS HUB and its use, including upgrades, unless an upgrade is accompanied by a new version of this Agreement or a separate Agreement.

### 3.3 Age Restrictions

You must not use PULSE WAVE PLAYERS HUB, the Website, Materials and Services if you have reached the legal age of majority under the law of the state, region, or country, in which you are located.

Commercial use, streaming, video sharing:

The license is for personal and non-commercial use, it does not comprise the right to commercialize PULSE WAVE PLAYERS HUB or elements thereof. You may not perform in-game services during your use of PULSE WAVE PLAYERS HUB, the Website, Materials or Services for any form of compensation outside of PULSE WAVE PLAYERS HUB.

Notwithstanding the above, you have the limited right to capture and stream or otherwise distribute on live streaming platforms and/or video sharing platforms, subject to your adherence, at all times, with the terms and conditions of – and the additional obligations imposed by – such platforms, video content of your personal gameplay, provided that such video content shall (a) be compliant with the Posting and Image Policies, (b) be accessible to the general public free of charge and (c) shall contain a disclaimer whereas any views and opinions expressed in such video content are exclusively your own and do not represent views or opinions of Pulse Wave or any other person or entity associated with PULSE WAVE PLAYERS HUB. Pulse Wave reserves the right to revoke such right with regard to existing or potential future content at any time, if it deems any such video content, within its sole discretion, to be, or to potentially be, inappropriate or otherwise detrimental to the operation or commercialization of PULSE WAVE PLAYERS HUB. In such event, you hereby agree to immediately remove from public access or alter, as instructed by Pulse Wave, upon first request of Pulse Wave, any such content and that you will not pursue Pulse Wave for any actual or potential loss you may incur in connection with such removal or alteration. If you fail to remove such content as soon as possible and within a reasonable period, you specifically agree to compensate Pulse Wave for any lost revenue and indemnify Pulse Wave for any losses incurred, in accordance with Sections 14, 15, and 18 of this Agreement.

Comments and other forms of communication:

You may use PULSE WAVE PLAYERS HUB commenting functions or other forms of communication within PULSE WAVE PLAYERS HUB only in accordance with and in observation of (a) the posting policy pursuant to section 8 hereof (the “Posting Policy”) and (b) the image policy pursuant to section 9 hereof (the “Image Policy”).

No modifications, tampering or circumvention:

You may neither modify, decompile, disassemble nor otherwise tamper with or circumvent all or any portion of PULSE WAVE PLAYERS HUB, in particular, but not limited to, the underlying rules and mechanics of the game and/or the code of PULSE WAVE PLAYERS HUB, its user interface and/or its operating principles.

No reverse engineering:

You may not Reverse Engineer PULSE WAVE PLAYERS HUB or otherwise attempt in any way to derive or otherwise determine the source code for the operation of PULSE WAVE PLAYERS HUB.

No copies, no derivative works:

You may not adapt, reproduce, store, distribute, print, display, publish or create copies or derivative works from any part of PULSE WAVE PLAYERS HUB, the Website, Materials, Services, its Artwork, Characters, Names, Storyline, Music/Audio files, other than in accordance with the License.

No use of bots:

You may not utilize any automated software or “bots” in relation to your access or use of PULSE WAVE PLAYERS HUB, the Website, Materials or Services. No server overload: You may not knowingly perform any actions that may cause the computers used to support the Website, Materials and Services (the “Servers”) to become overloaded or crash.

No multi-accounting:

Only live, human beings may create, own, or use a PULSE WAVE PLAYERS HUB account. Individuals may have only one active account per person at a time. Individual accounts cannot be managed or controlled by anyone other than the account holder. You may not, individually or in concert with other account holders, utilize more than one account to access or use the PULSE WAVE PLAYERS HUB, the Website, Materials or Services with the intention or aim to circumvent any part of the Terms of Service nor any part of the PULSE WAVE PLAYERS HUB gameplay mechanics. You may not move your NFTs or Creator Credits between accounts or other players with the intention or aim to circumvent any part of the Terms of Service nor any part of the PULSE WAVE PLAYERS HUB gameplay mechanics. Pulse Wave will review these instances on a case-by-case basis and, depending on the situation, allow specific accounts this ability in the interest of security such as those using a web wallet and local software wallet for

the secure storage of their NFTs and not with the intention or aim to violate any part of the Terms of Service nor any part of the PULSE WAVE PLAYERS HUB gameplay mechanics.

No unauthorized server access:

You may not seek access to or connect to the Servers through any software other than the authorized game client software.

No data gathering and extraction:

You may not use any data gathering and extraction tools or software to extract information from the Website or utilize framing techniques to enclose any of the contents of the Website.

No unauthorized use of trademarks, logos, proprietary names and graphics:

Without Pulse Wave written approval, you may not use any of Pulse Wave or PULSE WAVE PLAYERS HUB logos, trademarks, or other proprietary names, sounds, or graphics. For the avoidance of doubt, this restriction also applies if such uses are made in association with links to PULSE WAVE PLAYERS HUB.

No unauthorized use of meta tags:

Without Pulse Wave written approval, you may not use any meta tags or other hidden text which incorporate Pulse Wave's name or logo or any of its intellectual property – including trademarks and copyrights.

The foregoing restrictions shall not apply if, and only to the extent that, any such restriction is prohibited by the applicable laws or license terms applicable to the use of open source components included in the PULSE WAVE PLAYERS HUB. If you require certain interface information for compatibility, interoperability, maintenance or development purposes, you may request Pulse Wave to make such interface information available as required by applicable law.

Any use of PULSE WAVE PLAYERS HUB other than a Permitted Use is a material breach of this Agreement. We may, but have no obligation to, monitor your use of PULSE WAVE PLAYERS HUB to ensure that you are adhering to the Permitted Use rules.

#### **4. Account Registration, Username**

To acquire or make full use of PULSE WAVE PLAYERS HUB and any of the Website, Materials and Services you will need to register for a PULSE WAVE PLAYERS HUB user account ("User Account"). By registering for a User Account, you warrant that all information and personal details you provide to PULSE WAVE PLAYERS HUB are correct. In addition, you acknowledge that you are aware that the Game can have a 21 years+ classification in certain jurisdictions and warrant that you are over 21 years of age or have attained the legal age of majority under the law of the state, region, or country, in which you are located. You may not transfer your registration or any rights you may have in your User Account to any other person or entity. For

the avoidance of doubt, you acknowledge that you will have no ownership rights in your User Account.

You will be required to set a username for your User Account and as the case may be, other identifiers in relation to your access or use of PULSE WAVE PLAYERS HUB, the Website, Materials and Services (any such usernames or identifiers "Usernames"). Usernames may be viewable by other users of any of PULSE WAVE PLAYERS HUB, the Website, Materials and Services as applicable. You warrant that any Username you set or otherwise use shall comply with the Posting Policy.

Pulse Wave reserves the right without notice, explanation or liability to:

- restrict or remove your ability to freely set a Username;
- disallow any specific Username;
- edit any specific Username; and/or
- fully remove any Usernames from PULSE WAVE PLAYERS HUB, the Website or anywhere else related to the Materials and Services (including as part of the PULSE WAVE PLAYERS HUB gameplay) where they appear or are stored.

Pulse Wave reserves the right, acting at its sole discretion, to refuse to accept your registration request for a User Account. To the greatest extent permitted by law, Pulse Wave also reserves the right, acting at its sole discretion, at any time to cancel your registration and access to your User Account or to restrict, limit or otherwise change your existing rights of access to your User Account, or any specific feature or benefit afforded to you in relation to your User Account, including without limitation in respect of any Virtual Items (any such action a "Ban"), if it believes, at its sole discretion, that you have breached these Terms of Use or any other agreements between the Parties or for any other reason whatsoever. In such event you agree that Pulse Wave will not be required to provide you with prior notice or explanation in respect of such action. Unless notified otherwise by Pulse Wave within 10 calendar days of such Ban, any Ban by which your access to your User Account is fully canceled shall be deemed as an immediate termination of this Agreement pursuant to Section 19. In an event of a Ban, you agree that you will remain fully bound under the terms of this Agreement until its termination or expiry.

Pulse Wave may also, where it believes such action is necessary, without notice, block IP addresses of any users who Pulse Wave believes, at its sole discretion, have breached these Terms of Use.

## **5. Passwords, Access**

You must keep all password and login information associated with your User Account confidential and not disclose such information to any third-party or allow a third-party access to your User Account without first obtaining Pulse Wave written consent. You will be solely responsible for all activities undertaken and/or costs incurred under the use of your password and login. You must notify Pulse Wave immediately if you know or suspect that your User Account has been accessed by a third-party or your login or password details have been, or may have been, obtained by a third-party.

You are solely responsible of ensuring that any process, devices and/or services you employ to access or use PULSE WAVE PLAYERS HUB or any of the Website, Materials and Services (in particular, without limitation, to acquire, hold, manage and sell NFTs) do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system and/or any data contained therein. To the greatest extent permitted by law and without limiting the generality of Section 14, Pulse Wave excludes any liability for any interference or damage to your devices, computer system and/or any data contained therein in connection with your access or use of PULSE WAVE PLAYERS HUB or any of the Website, Materials and Services.

## **6. Virtual Items, Creator Credits, NFTs**

### **6.1 General rule**

Subject to the following specific rules for Virtual Items issued as NFTs, digital coins, Creator Credits, or other virtual items, you will have no ownership rights in any Virtual Items in PULSE WAVE PLAYERS HUB. Such Virtual Items may be modified, replaced, altered or removed by Pulse Wave at any time under Section 10 of this Agreement, whether or not they were purchased for consideration or obtained as part of the gameplay.

### **6.2 NFTs**

Notwithstanding the above, PULSE WAVE PLAYERS HUB gameplay allows its users to own certain specific virtual assets, as Pulse Wave may design and release, within its sole discretion, from time to time, in form of non-fungible tokens issued on the BSC (or other) Blockchain or otherwise as Blockchain-based tokens, as well as the underlying smart contracts (“NFTs”). NFTs may, but do not have to, be designed as digital collectibles and/or items with a function within PULSE WAVE PLAYERS HUB gameplay. Such NFTs are subject to the following policy:

#### **Distribution of NFTs:**

NFTs can be earned within PULSE WAVE PLAYERS HUB in accordance with the smart contracts’ functionality, as may be determined at the sole discretion of Pulse Wave, from time to time. In addition, Pulse Wave may at any time, but has no obligation to, offer NFTs for sale or otherwise distribute NFTs in such process and pursuant to such terms as Pulse Wave may determine within its sole discretion. This includes, without limitation, the right to provide NFTs at no charge to any individual user or group of users of PULSE WAVE PLAYERS HUB, the Website, Materials and/or Services or to third parties. Unless otherwise agreed with Pulse Wave in writing, users of PULSE WAVE PLAYERS HUB, including the End User, have no preferential subscription rights or similar rights in connection with any issuance and/or distribution of NFTs by Pulse Wave.

#### **Purchase of NFTs:**

To purchase NFTs, you must have (i) an active User Account and (ii) an active BSC compatible digital wallet (a BSC-Account). Pulse Wave reserves the right, at its sole discretion, not to offer

or to cease to offer NFTs for your purchase or to restrict your NFT purchases. NFTs may only be purchased at such purchase price and any NFTs available for purchase may only be purchased by such means and in accordance with such further terms and conditions as Pulse Wave may specify at its sole discretion from time to time.

#### Transfer of NFTs:

NFTs are not designed to be transferred other than within and as required by the gameplay of PULSE WAVE PLAYERS HUB. Pulse Wave reserves the right to subject the transfer of NFTs to a dedicated transfer policy, as drafted up at Pulse Wave sole discretion (an “NFT Transfer Policy”). Any applicable NFT Transfer Policy, as in force from time to time, shall be made available on the Website.

You acknowledge and understand that your transactions on the BSC platform are public and that your BSC address will be associated with these transactions. You further acknowledge and accept that you will be solely liable for any fees, costs, deductions, or expenses associated with your transactions on the BSC platform. After an NFT is initially sold or otherwise released or put into circulation by us, we have no control over subsequent transactions. Accordingly, we will have no liability to you (or anyone else) as a result of any transactions that you engage in with respect to NFTs.

#### Risks related to the nature of the NFTs:

NFTs are subject to certain inherent risks, in particular because NFTs may be based or enabled by the Smart Contract on the BSC Blockchain (or any successor digital item standard). These risks include, inter alia, the following, which you acknowledge and accept to solely bear when acquiring, holding, managing, using, selling and/or otherwise alienating NFTs:

- i) There may not be a market with a sufficient number of potential buyers and sellers of NFTs. NFTs may therefore not be liquid and you may not be able to effectively resell NFTs you have acquired. We make no representations or warranties that NFTs can effectively be resold.
- ii) NFTs may not have a use other than within PULSE WAVE PLAYERS HUB, if at all.
- iii) The value of an NFT may be volatile. Virtual currencies and assets can be very volatile and impact the value of NFTs. We make no representations or warranties that any NFTs will retain increase their value. You might lose money.
- iv) The BSC platform may subject your ability to purchase, hold, manage, use sell, and/or otherwise alienate NFTs to costs, fees, deductions or expenses, which you hereby agree to fully and solely bear.
- v) The BSC platform may not function properly and may be subject to hacking, malicious software, interruptions and failures. These events may cause delays or failures in your ability to purchase, hold, manage, use sell, or otherwise alienate NFTs.



vi) Accounts may not function properly and may be subject to hacking, malicious software, interruptions and failures. These events may cause delays or failures in your ability to purchase, hold, manage, use sell, or otherwise alienate NFTs.

vii) Laws may apply in certain jurisdictions and new regulations could be enacted that might limit or require changes to the functionality enabled by the BSC platform, which could impact and/or impede on your ability to purchase, hold, manage, use sell, or otherwise alienate NFTs.

viii) Other changes to the BSC platform could impact and/or impede on your ability to purchase, hold, manage, use sell, or otherwise alienate NFTs.

### 6.3 Creator Credits

The presence within PULSE WAVE PLAYERS HUB or individual accounts, number, function, use, distribution, exchange ratio, process for issuance, or value of creator credits is subject to change, redistribution, or deletion at any time within the discretion of Pulse Wave.

### 6.4. Voting

Pulse Wave retains the authority to alter storylines (including those connecting with member voting), grant, limit, or delete voting rights and procedures, reclaim or distribute voting tickets, and cancel effects of prior votes from any and all accounts.

### 6.5. Tokens

(a) General Information. Company intends to authorize utility tokens referred to as PULSE WAVE or PULSE WAVE Tokens (“Tokens”) allowing for non-solicited, non-mandatory input into game play within the Player’s Hub and on the Pulse Wave platform.

These Terms apply to you in respect of your purchase, Ownership and sale of any Token. If you do not agree with these Terms, you should not seek to purchase, Own or sell (and should take no further action in respect of) our Tokens. Please take all necessary legal, financial and technical advice before proceeding.

The parameters, use, or function of the Pulse Wave platform is subject to change, alteration, or discontinuance at any time subject to the discretion of Pulse Wave. As such, THERE IS NO GUARANTEE THAT THE UTILITY OF THE PULSE WAVE TOKENS WILL EXIST IN THEIR CURRENT OR PLANNED FORM AT THE TIME OF PURCHASE OR CONTINUE FOR ANY PERIOD OF TIME.

(b) Sale or Purchase of Tokens. Tokens will be made available for purchase from the Company at specific periods of time and may likewise be available for purchase on third-party platforms. Company makes no assurances as to the timing, availability, or cost of Tokens sold by Company. Any third-party trades, purchase, or sale of security by third-parties or on third-party platforms are not subject to the control of Company.

Company is not responsible for any third-party website you may use or access in connection with your purchase, Ownership or sale of a Token. We do not make any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on any third-party websites, whether or not linked to from our website. You understand and agree that your use of any third-party website is subject to the terms of use of that website which you should review and clarify as necessary. We will not be responsible for the acts or omissions of any third party, nor will we be responsible for any damage or loss suffered or caused as a result of your use of any third-party website.

Please note that nothing in these Terms (and nothing related or connected in any other manner with any Token) amounts to legal, financial or technical advice, a solicitation or invitation to invest, or an offer or invitation in respect of shares or securities in any jurisdiction. We are not authorized or regulated by United States or other Securities Laws.

(c) Token platform. The Tokens are built on the BSC blockchain using smart contracts. You will need a compatible digital wallet in order to buy, Own and sell Tokens (if you do not already have a suitable wallet, you can create one as described on our website and herein).

(d) Utility Nature. Our Tokens are not a governance token. They are for utility or game play within the Player's Hub and Pulse Wave platform. As stated herein, no purchase or Ownership of any Token grants you or any third party any right, title or interest (whether dividend, distribution, benefit, control, ownership or otherwise) in or to us, our business or our website. These Tokens are NOT securities and should not be considered a store of value except to the extent that they are of value to the holder as components of game play within the Player's Hub and Pulse Wave platform.

Except as otherwise expressly set forth herein, the purchase of Tokens: (a) does not provide Purchaser with rights of any form with respect to the Company or its revenues or assets, including, without limitation, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Purchaser with any ownership, equity, or other interest in the Company. The function of the Token is related strictly to facilitation of game play with the Player's Hub.

(e) Purchasing Procedures. The Company has provided specific procedures on how individuals seeking to purchase PULSE WAVE Tokens for use within the Pulse Wave Platform may seek to purchase Tokens through the Purchasing Site. By purchasing Tokens, the purchaser acknowledges, agrees to, and has no objection to such procedures and specifications. Any purchaser further acknowledges and agrees that failure to properly use the Purchasing Site and follow such procedures, including the submission of all required documentation.

(f) Price of Tokens. The price of tokens is set by Company at the time of issuance. Company reserves the right to change, modify or increase the price of any Token sold or issued by Company at any time before we first sell it. You are responsible for monitoring any changes in price which are made before purchase of a Token. You are also responsible for all gas fees,

other transaction fees and taxes associated with your purchase, Ownership and sale of a Token and you must make sure you have sufficient funds in your digital wallet.

(g) Tax Compliance You are responsible for calculating and paying any taxes applicable to your purchase, Ownership and sale of a Token and for communicating and cooperating with all appropriate tax authorities. Where we are required to collect, withhold or remit any applicable taxes, you will pay us as a debt on demand all costs incurred by us (including all taxes, penalties and interest) levied by any competent tax authority including where this is due to your failure to pay any such taxes, penalties or interest.

(h) Limitations on Purchase of Tokens. You must not purchase, Own or sell Tokens for any of the following purposes, and you must not do (or permit any third party to do) any of the following at any time in connection with Tokens:

- engaging in speculative investment;
- conducting or engaging in illegal activity, or hiding or disguising the proceeds of illegal activity;
- engaging in deceptive, fraudulent or malicious activity (including distributing malware or seeking to access any digital wallet other than your own or steal Tokens from us or any third party);
- modifying or altering an Image in any way or incorporating it into any new token;
- wrapping a Token or any associated smart contract for resale on a different blockchain, or otherwise attempting to circumvent or avoid the original secondary sale royalties associated with a Token;
- reverse-engineering, decompiling, disabling, or disassembling Tokens or our website;
- using the Image to advertise, market, or sell any third party product or service;
- commercializing the Image in any way or otherwise using the Image except as expressly permitted in these Terms;
- infringing our intellectual property rights or the intellectual property rights of any third party;
- claiming intellectual property rights in or to the Image (including applying to register the Image as a trade mark);
- using the Image in any way that might reasonably be deemed to jeopardize our reputation, standing or goodwill, or the rights of third parties;
- breaching these Terms in any manner.

(i) Limitation of Liability. Nothing shall cause the Company to be, and the Company shall not be, responsible or liable for any losses resulting directly or indirectly from: (i) any act or omission of a holder of Tokens or agent of a holder of Tokens or any error, negligence, or misconduct of a holder of Tokens; (ii) failure of transmission or communication facilities; (iii) any other cause or causes beyond the Company's control, including, without limitation, for reasons such as acts of God, fire, flood, strikes, work stoppages, acts of terrorism, governmental or regulatory action, delays of suppliers or subcontractors, war or civil disturbance, self-regulatory organization actions, telecommunication line or computer hardware failures and any other telecommunication failures; (iv) the Company's reliance on any instructions, notices, or communications that it

believes to be from an individual authorized to act on behalf of a holder of Tokens, and each holder of Tokens hereby waives any and all defenses that any such individual was not authorized to act on behalf of such holder; (v) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond the Company's control, including without limitation extreme market volatility or trading volume; or (vi) any action taken by Company to comply with applicable laws or the terms of the Tokens. The Company is not responsible, and shall have no liability, for any destroyed, lost and stolen Tokens.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES, NONE OF THE TERMS OF THE TOKENS SHALL CAUSE THE COMPANY TO BE, AND THE COMPANY, ITS AFFILIATES, AND ITS CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE, RESPONSIBLE FOR ANY LOSS IN UTILITY OR VALUE OF TOKENS. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE TO A HOLDER OF TOKENS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND FOR LOST VALUE, INCLUDING TRADING LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, THIS PROVISION DOES NOT ACT AS A WAIVER OF ANY RIGHTS OF A PURCHASER UNDER THE FEDERAL SECURITIES LAWS, INCLUDING ANY RIGHTS UNDER THE SECURITIES ACT OF 1933, TO THE EXTENT SUCH A WAIVER IS AGAINST PUBLIC POLICY AS EXPRESSED IN THE ACT OR IS OTHERWISE UNENFORCEABLE.

EXCEPT AS EXPRESS SET FORTH HERIN, THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO RIGHTS OF TOKENS, INCLUDING THE COMPANY'S WEBSITE, OR THE RESULTS TO BE ACHIEVED BY THE USE THEREOF. THE COMPANY AND ITS AFFILIATES DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THE COMPANY AND AFFILIATES DO NOT GUARANTEE THE ACCURACY, QUALITY, SEQUENCE, TIMELINESS, RELIABILITY, PERFORMANCE, COMPLETENESS, CONTINUED AVAILABILITY, TITLE OR NON-INFRINGEMENT OF ANY DATA OR THIRD PARTY PROVIDER SERVICES USED IN RELATION TO THE TOKENS AND EACH DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES. THE SERVICES TO BE PROVIDED BY THE COMPANY IN CONNECTION WITH THE TOKENS (INCLUDING THE WEBSITE) ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES

## 7.2. Non-Ownership; Sophisticated investors

While the sale of all virtual assets related to the Pulse Wave platform are for use as part of the gaming function, it is possible that individuals will purchase NFT, Coins, or Tokens for the purpose of investment.

PULSE WAVE TOKENS ARE NOT SHARES OR SECURITIES OF ANY TYPE. THEY DO NOT ENTITLE YOU TO ANY OWNERSHIP OR OTHER INTEREST IN THE PULSE WAVE PLATFORM. THEY ARE MERELY A MEANS BY WHICH YOU MAY BE ABLE TO UTILIZE CERTAIN SERVICES ON THE PLATFORM THAT IS BEING FURTHER DEVELOPED. THERE IS NO GUARANTEE WITH REGARD TO THE UTILITY OF FUNCTION OF THESE ASSETS ON THE PLATFORM.

Investment in these virtual assets, such as NFTs, Pulse Wave coins, should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and block-chain based software systems. Investors should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens.

YOU MAY LOSE ALL MONIES THAT YOU SPEND PURCHASING PULSE WAVE TOKENS. IN THE EVENT THAT YOU PURCHASE TOKENS, YOUR PURCHASE CANNOT BE REFUNDED OR EXCHANGED.

Further investors will undertake self-assessment on their knowledge and understanding of financial contracts and financial derivatives in particular. Only individuals, entities, or companies that understand fully the functionalities, capacities and constraints of the cryptographic currencies, non-fungible tokens, and blockchain technology should proceed to purchase virtual assets as an investment.

### 7.3 Price Volatility Disclaimer

Virtual assets issued or sold for use on the Pulse Wave platform do not represent a security or any formal or legally binding investment contract.

Cryptographic tokens that possess value in public markets, such as PULSE WAVE, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. Purchasers should be prepared to expect similar fluctuations. Such fluctuations are the result of supply and demand forces experienced by token users.

By purchasing PULSE WAVE tokens and/or other virtual assets, users expressly acknowledge and represent that they fully understand that the token may experience volatility in pricing and will not seek to hold the project and its associated stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the purchase of PULSE WAVE token or investing in other virtual assets on the Pulse Wave platform.

### 7.4. Liability disclaimer

Purchasing PULSE WAVE tokens or other NFTs entails a number of risks concerning its valuation, safekeeping and continuous access to technical infrastructure (access to Internet, online exchange account, etc.). Users expressly acknowledge and represent that they fully understand that the tokens and NFTs may experience volatility in pricing, liquidity, technical access, data breaches and will not seek to hold any of the project or its stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the purchase of the PULSE WAVE token or investment in virtual assets. As such the project will NOT be held liable for any damages that may arise from any lawful actions it has undertaken. The lawful actions will be determined based on the legislation in force and/or any discretionary directions provided by the authorities/regulators.

Specifically, in no event shall the Company or any of its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, joint ventures, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (hereinafter the "Affiliates") be responsible or accountable or liable in any way whatsoever to any purchaser of Coins, Tokens, or other virtual assets, for any loss of profits or otherwise or for any lost savings or for any incidental direct indirect special or consequential damages in each case arising out of or from or in connection with:

- any failure by the Company or any of its Affiliates to deliver or realize all or any part of the project or the platform or the membership network or the Token features described in or envisaged by the Available Information;
- your use or inability to use at any time the services or the products or the platform or the membership network or Tokens offered by the Company;
- the breach of any of these Terms by the Company or by the Affiliates or by you or by any third party;
- any security risk or security breach or security threat or security attack or any theft or loss of data including but not limited to hacker attacks, losses of password, losses of private keys, or anything similar;
- mistakes or errors in code, text, or images involved in the Token Sale or in any of the Available Information; or
- any information contained in or omitted from the Available Information;
- any expectation promise representation or warranty arising (or purportedly arising) from the available information;
- the volatility in pricing of Tokens in any countries and/or on any exchange or market (regulated, unregulated, primary, secondary or otherwise);
- the purchase use sale resale redemption or otherwise of the Tokens; or
- your failure to properly secure any private key to a wallet containing Tokens,

(collectively, the "Excluded Liability Matters").

## 7.5. Taxation Disclaimer

When purchasing the PULSE WAVE token or investing in the other virtual assets, the users acknowledges that they fully understand that they are solely responsible for any tax reporting and payment, levies or similar dues to tax authorities of their respective jurisdiction. Users will not seek to hold the project and its stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the purchase of the PULSE WAVE token or other virtual assets as far as taxation issues are concerned.

Users acknowledge that they fully understand that the details of their dealings, accounts and trading history information will be with the tax and law enforcement authorities of the jurisdiction that has issued his/her electronic certificate and/or has issued the user's identification.

Users acknowledge that they fully understand that the details of their dealings, accounts and trading history information will be shared by the project with tax and law enforcement authorities outside the jurisdiction that has issued their electronic certificates if the request from the said jurisdiction is made by competent authority and is connected to a criminal investigation.

#### 7.6. Disclaimer on costs of money transfer

All costs of money, currencies, crypto assets, or others transfers of value are to be for the account of the user. The project may take appropriate sums out of the transferred amounts, should such eventuality arise, as to cover the said expenses.

The Project will not remit PULSE WAVE, cents or parts of other currencies to the users should the transfer costs exceed the amount overpaid. The user agrees that those amounts will be considered transaction costs for the purchase.

#### 7.7. Disclaimer on the Terms and Conditions of use

The Terms and Conditions are binding and are to be interpreted in line with the ordinary legal theory. The rights of users/investors set out by the Terms and Conditions are in line with the rights set up in the investor [protection legislation and any interpretation of the said rights/liabilities will take both texts under consideration.

#### 7.8. Disclaimer concerning Identification

Users acknowledge that they fully understand that the status of their electronic certificates may be checked by the project before transfer of virtual assets. If their electronic certificates have been withdrawn, are out of date or any technical malfunction frustrates the verification process the project may, at its own discretion, refuse to confirm user identity. Users will not seek to hold the project or any of its stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to user verification as far as the issue has originated outside the Project's organizational structure.

The Project may refuse to identify users, in essence blocking their accounts, also if there is a court or administrative order to do so, or if users have been targeted by international sanctions or are subject to asset freeze by any jurisdiction in the US/EU/EEA. The Project may refuse to

identify users, in essence blocking their accounts, also in case of urgency and on request of competent authorities in the public interest and in cases relating to money laundering, illegal proceeds, theft (of assets or identity), ransom payment, terrorism funding, or support and/or funding of activities considered illegal under the laws of the United States, European Union, or any other EU jurisdiction. In those circumstances users will not seek to hold the Project and its stakeholders liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the user verification, but will address their claims to the competent authority that has made the request for the asset freeze.

#### 7.9. Representation and Warranties by Purchasers of Virtual Assets

By howsoever accessing and/or accepting possession or communication of all or any part of the available information on the Pulse Wave platform, you represent and warrant (and shall be deemed to represent and warrant) to the Company on the date of such access or on the latest date on which you retain possession of all or any part of the Available Information as follows:

- you are over 18 (eighteen) years of age;
- you agree and acknowledge that the PULSE WAVE Tokens do not constitute shares or equities or securities or financial instruments or investments in any form in any jurisdiction;
- you agree and acknowledge that the Available Information (including any White Paper and this Website) does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of the Available Information;
- you agree and acknowledge that no regulatory authority has examined or approved of the available information, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Available Information to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- you agree and acknowledge that the available information, the undertaking and/or the completion of the issuance or sale of PULSE WAVE tokens or other virtual assets, or future trading of the Tokens on any exchange or market (regulated, unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by you as an indication of the merits of the Company, the Tokens, or the virtual assets;
- the distribution or dissemination of information any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Company;
- you agree and acknowledge that in the case where you wish to purchase any tokens, the tokens are not to be construed, interpreted, classified or treated as:
- any kind of currency or commodity;



- debentures, stocks or shares issued by any person or entity (whether the Company or otherwise);
- rights, options or derivatives in respect of such debentures, stocks or shares;
- rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- units in a collective investment scheme;
- units in a business trust;
- derivatives of units in a business trust;
- any other security or class of securities; or
- any type of investment in securities or as such term might be construed under similar legislation in any other part of the world);
- you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;
- you are fully aware and understand that in the case where you wish to purchase any tokens, there are risks associated with: (A) the Company and its business and operations; (B) the tokens; (C) the sale of tokens; and (D) relying or acting on all or any part of this information;
- you agree and acknowledge that the Company is not liable for any direct indirect special incidental consequential or other losses of any kind in tort contract or otherwise (including but not limited to loss of revenue income or profits or loss of use or data or loss of reputation or loss of any economic or other opportunity of whatsoever nature or howsoever arising) arising out of or in connection with any acceptance of or reliance on this information or any part thereof by you; and
- all of the above representations and warranties are true, complete, accurate and not misleading from the time of your last access to and/or possession of (as the case may be) this information.

## **8. Compliance**

You acknowledge that certain operations in respect of the NFTs, in particular, without limitation, the transfer of NFTs to third parties, may constitute and/or otherwise fall within the scope of regulated activities under applicable laws in certain jurisdictions. You acknowledge that you may not use PULSE WAVE PLAYERS HUB to engage into any such activities and that Pulse Wave makes no representation in respect of, or otherwise in connection with, the suitability of PULSE WAVE PLAYERS HUB and/or any output generated by using PULSE WAVE PLAYERS HUB, to engage into any regulated activity or PULSE WAVE PLAYERS HUB or such output's compliance with laws and regulations applicable to such activities. Pulse Wave neither recommends, nor otherwise advises that you engage in such activities. If you choose to engage in regulated activities, you do so at your own risk and sole responsibility.

In particular, you are solely responsible for your compliance with any applicable laws and regulatory requirements, including any applicable provisions of financial markets laws. You herewith expressly agree to ensure compliance with any applicable legal requirements at your

own cost and responsibility in using PULSE WAVE PLAYERS HUB and/or any output generated by using PULSE WAVE PLAYERS HUB.

## **9. Posting Policy**

This Posting Policy applies to any comments, images, sounds, video, graphics, or other form of media that you post or any statements you make in any manner in connection with PULSE WAVE PLAYERS HUB, in particular on the Website (which includes for the avoidance of doubt any associated forums, chat rooms and/or other messaging services) or any messages you send to other users of the Materials and Services (including as part of the PULSE WAVE PLAYERS HUB gameplay) in any way, whether facilitated or otherwise allowable by the Materials and Services (“Posts”).

Posts may neither, without the prior written approval of Pulse Wave:

- represent any views or opinions other than your genuine opinion of the matter in question; nor
- contain any personal abuse, foul language, inappropriate subject matter, obscene, harassing, threatening, hateful, or discriminatory or defamatory remarks of any nature, as may be determined by Pulse Wave at its sole discretion, or otherwise breach or infringe on any third-party rights (in particular, without limitation, third party intellectual property rights) and/or applicable laws or court orders;
  - advertise or promote any person or entity or their goods or services; nor
- breach any of the representations below.

You herewith grant Pulse Wave a perpetual, non-revocable, worldwide and royalty-free license to:

- make use of any Posts as Pulse Wave deems appropriate in relation to PULSE WAVE PLAYERS HUB and/or any of the Website, Materials and Services or the promotion of the same; and
- sub-license third parties, on such terms as Pulse Wave deems appropriate, to make use of any Posts as Pulse Wave deems appropriate in relation to any to PULSE WAVE PLAYERS HUB and/or any of the Website, Materials and Services or the promotion thereof.

You herewith unconditionally represent that, as of the date of any Post:

- you own all rights to your Posts or, alternatively, that you have all necessary rights to grant Pulse Wave the rights described above;
- you have paid and will pay in full any fees or other payments that may be related to the publication or other use of your Posts; and

– your Posts do not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

Pulse Wave reserves the right without notice, explanation or liability to:

- restrict or remove your ability to make Posts;
- disallow the posting of any specific Posts;
- edit any specific Posts; and/or
- fully remove any Posts from PULSE WAVE PLAYERS HUB, the Website or anywhere else related to the Materials and Services (including as part of the PULSE WAVE PLAYERS HUB gameplay) where they appear or are stored.

## **10. Image Policy**

This Image Policy applies to any images (including sounds, video, graphics, or other form of media) you make available in any manner in relation to any of the Website, Materials and Services (including as part of the PULSE WAVE PLAYERS HUB gameplay) (“Images”).

All rights of whatever nature (including without limitation copyright, registered and unregistered trademark rights, rights of personality, privacy, confidentiality and any other intellectual property rights) in any Images must belong to you or you must have the right to make the images available in relation to PULSE WAVE PLAYERS HUB, the Website, Materials and Services in accordance with this Image Policy.

Pornographic, obscene, harassing, threatening, hateful, discriminatory or defamatory Images, as may be determined by Pulse Wave within its sole discretion, or Images otherwise in breach of or infringing on any third-party rights and/or any applicable law or court order, are not permitted.

You herewith grant Pulse Wave a perpetual, non-revocable, worldwide and royalty-free license to:

- make use of any Posts as Pulse Wave deems appropriate in relation to PULSE WAVE PLAYERS HUB and/or any of the Website, Materials and Services or the promotion of the same; and
- sub-license third parties, on such terms as Pulse Wave deems appropriate, to make use of any Posts as Pulse Wave deems appropriate in relation to any to PULSE WAVE PLAYERS HUB and/or any of the Website, Materials and Services or the promotion thereof.

Pulse Wave reserves the right without notice, explanation or liability to:

- restrict or remove your ability to share Images or otherwise make them available;
- disallow the use of any specific Images;

- edit any specific Images; and/or
- fully remove any Images from PULSE WAVE PLAYERS HUB, the Website or anywhere else related to the Materials and Services (including as part of the PULSE WAVE PLAYERS HUB gameplay) where they appear or are stored.

## **11. Support, Updates, Alterations, Discontinuation**

Pulse Wave may, but has no obligation to, offer and subsequently amend, alter suspend or discontinue support services with regard to PULSE WAVE PLAYERS HUB on such terms as Pulse Wave may determine within its sole discretion.

At all times, Pulse Wave retains the right to use and/or dispose of the Rights as Pulse Wave, at its sole discretion, deems appropriate, including without limitation the right, without notice, to alter, modify, redesign, suspend or discontinue, at any time, any aspect or feature of the Website, Materials (including without limitation the Virtual Items) and Services.

In particular, without limitation, Pulse Wave has the right, but no obligation, to maintain, modify and/or update PULSE WAVE PLAYERS HUB within its sole discretion. Pulse Wave may, but has no obligation to, provide technical support in respect of PULSE WAVE PLAYERS HUB.

You acknowledge and agree that such maintenance, updates, alterations, modifications, redesigns, suspensions or discontinuations may affect (also including by limiting or terminating) the functionality of PULSE WAVE PLAYERS HUB.

Pulse Wave does not undertake to keep any of the Website, Materials or Services updated. To the greatest extent permitted by law Pulse Wave does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy or currency of information contained in any of the Website, Materials or Services or in relation to any Posts or Images, including without limitation where such loss or damage is a result of or contributed to by the negligence of Pulse Wave.

Pulse Wave reserves the right, but has no obligation, to license updated iterations of PULSE WAVE PLAYERS HUB separately and under different terms.

## **12. Use of Data**

### **12.1 Use of Data by Pulse Wave**

In addition to and notwithstanding the rights granted within the Privacy Policy, you agree that Pulse Wave may collect and use technical data and related information – including but not limited to technical information about your devices, systems and application software, and peripherals – that is gathered periodically to facilitate the provision of updates, support, and other services to you (if any) related to PULSE WAVE PLAYERS HUB. Pulse Wave may use this information in a form which does not identify individuals.

Pulse Wave will use industry standard administrative, physical and technical safeguards to protect any data collected in accordance with this provision and the Privacy Policy. If a court or

government agency orders us to disclose any of your personal data, you will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

## 12.2 Publicity of Data

You acknowledge and agree that certain data pertaining to you, which you may view as sensitive, will be accessible to the public through the BSC Blockchain. Such data includes, but is not limited to, information identifying and/or otherwise pertaining to your User Account and your BSC account.

## 12.3 Privacy Policy

Unless specified otherwise herein, all use of data shall be subject to Pulse Wave privacy policy, as amended from time to time (the "Privacy Policy"). The Privacy Policy, as currently in force, is available on the PULSE WAVE PLAYERS HUB website.

## 13. Loss of Data

In the event that any information or data (including without limitation in respect of in-game characters, achievements, Virtual Items or general PULSE WAVE PLAYERS HUB gameplay) relating to you or your use of any of PULSE WAVE PLAYERS HUB, the Website, Materials and Services held by Pulse Wave or any third-party on behalf of or in coordination with Pulse Wave is lost, corrupted or otherwise no longer reasonably available or accessible as determined by Pulse Wave in its sole discretion, you agree that to the greatest extent permissible at law Pulse Wave will have no liability to you of any nature relating to any such information or data.

## 14. No Representations and Warranties

Pulse Wave does not make any representation or give any warranty in respect to any characteristics of PULSE WAVE PLAYERS HUB. All warranties are expressly excluded to the maximal extent permitted under applicable laws. In particular, while Pulse Wave has endeavored to take all reasonable measures and apply appropriate care in the preparation of the content of PULSE WAVE PLAYERS HUB, the Website, Materials and Services, we do neither represent nor warrant that:

- PULSE WAVE PLAYERS HUB runs uninterrupted and error-free;
- the use of PULSE WAVE PLAYERS HUB is fit for any particular purpose and does not infringe upon any third party's intellectual property rights;
- any information contained in PULSE WAVE PLAYERS HUB and/or any of the Website, Materials or Services is accurate, adequate, complete or error free or that any Posts or Images are compliant with the Posting Policy and Image Policy.

You use PULSE WAVE PLAYERS HUB at your sole risk. PULSE WAVE PLAYERS HUB is provided to you on an "as is"-basis, with all faults and without express or implied warranty of any kind.

Pulse Wave is not an investment advisor and PULSE WAVE PLAYERS HUB is not a financial platform or vehicle. Pulse Wave does not provide any financial advice, offers of profit nor return on investment (ROI). PULSE WAVE PLAYERS HUB is strictly a BSC Blockchain based multi-activity interactive game.

## **15. Liability**

Any breach of your duties under this Agreement may result in your liability to Pulse Wave for all actual, consequential, direct, and indirect damages resulting from said breach. To the maximum extent allowed by law, Pulse Wave liability towards you and your associates (whether contractual or otherwise) with respect to this Agreement and the use of PULSE WAVE PLAYERS HUB shall be limited to damages resulting from willful misconduct by Pulse Wave.

## **16. Indemnity**

You herewith undertake, irrespective of any fault and knowledge, to fully compensate and indemnify Pulse Wave and/or any of its corporate bodies, affiliates and related parties (as directed by Pulse Wave) against any and all damage incurred or sustained in contract, tort, equity, statute, regulation or otherwise by Pulse Wave and/or any of its corporate bodies, affiliates and related parties, including without limitation any economic loss, loss of turnover, profits, business or goodwill, whether direct or consequential, in connection with (i) your actions within PULSE WAVE PLAYERS HUB, and/or (ii) your breach of these Terms of Use and/or (ii) your or any third party's use of video content created or distributed by you under the permitted streaming and video sharing provisions pursuant to Section 13.

You acknowledge and agree that, in the event of a third party claim in the event that you breach these Terms of Use or in connection with your or any third party's use of video content created or distributed by you under the permitted streaming and video sharing provisions pursuant to Section 13, in particular in the event of a claim whereas any of your actions, Posts or Images in connection with PULSE WAVE PLAYERS HUB infringe on any third party's intellectual property rights, you (and not Green Rabbit Holdings) will be responsible to bear the cost of the investigation, defense, settlement and discharge of any such claim. You will, however, promptly notify Pulse Wave in writing of such a claim and Pulse Wave shall have the right, within its sole discretion, to direct any procedural actions in which it has a direct or indirect interest.

## **17. External Links**

Links to external websites are provided as a convenience and for informational purposes only; they do not constitute an endorsement or an approval by Pulse Wave of any of the products, services or opinions of the relevant entity or organization or individual. Pulse Wave bears no responsibility for the accuracy, legality or content of external sites or for that of subsequent links. Pulse Wave recommends that you read the privacy policies and the terms of use of external websites before you make use thereof or provide personal information on any external websites.

## **18. No Partnership or Agency**

Nothing in this Agreement, shall be construed to establish, and the Parties shall refrain from any representation or other act that could lead any affiliate or third party to believe that they have established any form of partnership or company, and/or an agency.

## **19. Breach and Remedies**

You understand and agree that observance of your obligations hereunder is of significant importance to Pulse Wave and that, if you breach this Agreement, Pulse Wave would incur serious losses and other detrimental consequences which might not easily be cured.

If you breach any provision of or undertaking under this Agreement, Pulse Wave shall have the right to seek specific performance in respect of your obligations under this Agreement, including but not limited to the right to request that you cease and/or desist from committing any breach of such obligations, whether or not this forces you to abandon any commercial activity or not to pursue any opportunities at that time (cease and desist injunction).

Pulse Wave has the right to seek interim legal protection to prevent detrimental consequences and effects that cannot easily be remedied or to ensure an effective enforcement of your obligations under this Agreement. In such event, you fully waive any right you may have under applicable laws to request the provision of securities by Pulse Wave.

## **20. Term and Termination**

This Agreement shall remain in effect for a term of 30 calendar days, beginning on such date as it is entered into. Upon expiry of such initial term, this Agreement shall remain in effect for successive additional terms of 30 calendar days each, unless terminated by either Party no later than 15 days prior the end of the relevant term.

This Agreement (and therefore your right to make Permitted Use of PULSE WAVE PLAYERS HUB) shall be terminated with immediate effect in the event that an Incremental Fee is not paid within the applicable 10-day period.

In addition, Pulse Wave may terminate this Agreement if, in our sole discretion, we determine that there has been a breach these Terms of Use, a material breach of any other agreement between the Parties or a violation of law. If the cause of such termination is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate a state acceptable to us within our sole discretion. If you fail to take such actions or the cause cannot be remedied within 10 calendar days, the Agreement will be terminated with immediate effect.

Upon termination, all licenses granted herein end immediately. You will cease using PULSE WAVE PLAYERS HUB and return to us or uninstall and destroy any Materials you may have in your possession. Termination of the Agreement will not relieve you of your obligation to pay any amounts you owe up to and including the date of termination.

The effects of an expiry or termination of this Agreement on any NFTs are governed by Section 6 hereof.

## **21. Miscellaneous**

### **21.1 Notifications**

In registering your User Account, but in any event before using PULSE WAVE PLAYERS HUB, you will provide to Pulse Wave a valid email address (the "Notification Address"). You acknowledge and accept that Pulse Wave shall send any notifications to you hereunder (also including any invoice), by way of simple unencrypted email to the Notification Address. Any such notification shall be deemed received when it is sent by Pulse Wave to the Notification Address.

You undertake to keep the Notification Address valid and in effect for the entire duration of this Agreement or to promptly notify Pulse Wave in writing prior to any change of the Notification Address.

Notices to Pulse Wave shall be made by registered mail to Pulse Wave registered address.

### **21.2 Amendments**

Pulse Wave Holdings reserves the right to amend this Agreement from time to time upon placing any such amendments on the Website or by providing you direct notice of any such changes. Your continued use of any of the Website, Materials and Services thereafter will be deemed to as acceptance by you of any such changes to this Agreement.

### **21.3 Assignment**

You may not assign any of your rights or obligations hereunder, whether by operation of the law or otherwise. Pulse Wave may assign this Agreement without your consent and in its sole and absolute discretion.

### **21.4 No Waiver**

The failure of Pulse Wave to exercise or enforce any right under this Agreement shall neither be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

### **21.5 Severability**

If any provision, or portion of a provision, contained in the Agreement is invalid or unenforceable, the remaining provisions, or the remaining portion of such provision, shall remain in full force and effect. Instead of the invalid provision, a rule shall apply that achieves as closely as possible the intention of the parties in drafting the invalid provision.

### **21.6 Applicable Law and Jurisdiction**

To the maximum extent allowed under applicable laws, this Agreement is governed by the substantive laws of the United States of America, to the exclusion of its rules of conflict of laws and to the exclusion of international treaties.