

DARK LIONS SITE TERMS OF SERVICE

Last updated: 23 November 2023

These Terms of Service (“**Terms**”) apply to your access and use of the website, <https://darklions.xyz>, and any content, information, experiences, features and functionality offered on or through our Website (as defined below) (collectively, the “**Website**”). The Website is provided by or on behalf of Crypto.com (“**Company**”, “**we**” or “**us**”). For purposes of these Terms, “**you**” and “**your**” means you as the user of the Website. If you use the Website on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

Dark Lions is a non-fungible token (“**NFT**”) digital artwork collection which shall be launched via a smart contract on the Cronos chain (“**Dark Lions**”), and which will be made available for initial sale on the Crypto.com NFT Platform at www.crypto.com/nft.

This Website is only an interface allowing users to better understand these NFT collections. The content on this Website is for general informational purposes only. Users are entirely responsible for the safety and management of their own private digital asset wallets, private keys, NFTs, and crypto assets.

This Website is provided “as is” and “as available” without warranty of any kind. By using this Website or any part thereof, you are accepting these Terms .

1. Who may use the Website

As a condition to accessing or using the Website, you represent and warrant that you are an individual, that you are 18 years of age or the legal age of majority in your jurisdiction, and that your use or access of the Website (i) is not prohibited by and does not otherwise violate or assist you in violating any laws applicable to you, (ii) will fully comply with all applicable laws and regulations, and that you will not access or use any of our Website to conduct, promote, or otherwise facilitate any illegal activity; and (iii) will comply with all terms, conditions and rules applicable to such sites, products or services, as may be referenced herein and as may be amended from time.

2. Ownership

A. You Own the NFT. When you purchase an NFT, you own the NFT and are granted associated rights in accordance with the applicable terms and conditions, including, without limitation, the Crypto.com NFT Platform Terms at the following link: <https://crypto.com/nft/terms>, and the NFT collection’s specific terms and conditions.

B. Crypto.com IP. Other than the rights set out in the terms and conditions applicable to your ownership of a Dark Lions NFT, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to Crypto.com including, without limitation, to the

Crypto.com or Dark Lions brand names and trademarks and any associated logos. We own all intellectual property and other rights in the Website and its respective contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, designs, and its "look and feel." All of these rights are expressly reserved in the name of Crypto.com and their respective owners.

C. Feedback. You may choose to submit comments, bug reports, ideas or other feedback about the Website, including without limitation about how to improve the Website (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without compensation or acknowledgement to you and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose.

3. Website

- A. We may from time to time in the future amend, modify, substitute, eliminate or add to the content on, or features of, the Website, without notice to you, and such amended elements shall be considered part of the Website as used herein, regardless of whether such product is specifically defined in this Agreement. We reserve the right at any time and without notice to you, to review, modify, filter, disable, delete and remove any and all content and information from the Website and any part thereof.
- B. The Website may contain references or links to third-party resources, including, but not limited to, information, materials, products, sites or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Website. We do not endorse or assume any responsibility for any such third-party resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that these Terms do not apply to your dealings or relationships with any third parties. Your use of such third-party products, services or content may be subject to separate policies, terms of use and fees of these third parties, and you agree to abide by and be responsible for such policies, terms of use and fees, as applicable. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions, products, services or sites.
- C. We are not a party to the secondary purchase and sale of any NFTs from, on or to any third party marketplaces, which are between creators, sellers, and buyers (as applicable). The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing their terms of purchase and sale, and you are solely responsible for reviewing such terms. You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs, including, without limitation, Dark Lions NFTs which you purchase on the Crypto.com NFT Platform or on any secondary NFT market.

4. Your Obligations

- A. You are solely responsible for your own conduct while accessing or using the Website, and for any consequences thereof. You agree to use the Website only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to:
- (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content;
 - (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
 - (iii) impersonate another person;
 - (iv) upload, post, transmit or otherwise make available through the Website any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others;
 - (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering);
 - (vi) interfere with other users' use of the Website;
 - (vii) use the Website for any unauthorized commercial purpose;
 - (viii) modify, adapt, translate, or reverse engineer any portion of the Website;
 - (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the Website or any part of it
 - (x) use any technology to collect information about the Website's for any unauthorized purpose;
 - (xi) access or use the Website for the purpose of creating a product or service that is competitive with any of our products or services.
- B. Additionally, you agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Website:
- (i) Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
 - (ii) Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
 - (iii) Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
 - (iv) Data Mining or Scraping. Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from any of our Products;
 - (v) Objectionable Content. Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing,

tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable; and

- (vi) Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the jurisdiction from which you are accessing the Website.

If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately restrict or terminate your access to the Website.

6. Disclaimers

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR SOLE RISK, AND THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE WEBSITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE WEBSITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE WEBSITE WILL BE ACCURATE, (III) THE WEBSITE OR ANY CONTENT, SERVICES, SITES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE WEBSITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

B. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFUL MISCONDUCT.

C. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE BLOCKCHAIN NETWORK NOR DO WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES REGARDING ANY SMART CONTRACTS.

D. ALL MATERIAL ON THE WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY. YOU SHOULD NOT CONSTRUE ANY SUCH INFORMATION OR OTHER MATERIAL AS LEGAL, TAX, FINANCIAL, INVESTMENT, PROFESSIONAL, OR OTHER ADVICE OF ANY KIND. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A SOLICITATION, RECOMMENDATION, ENDORSEMENT, OR OFFER BY THE COMPANY TO INVEST, BUY OR SELL ANY NFTS OR DIGITAL ASSETS. RETURNS ON THE BUYING AND SELLING OF

DIGITAL ASSETS INCLUDING NFTS MAY BE SUBJECT TO TAX, INCLUDING CAPITAL GAINS TAX AND/OR INCOME TAX, IN YOUR JURISDICTION OR THE JURISDICTIONS IN WHICH YOU ARE RESIDENT FOR TAX PURPOSES. WHEN ASSESSING A DIGITAL ASSET, INCLUDING ANY NFTS, IT IS YOUR SOLE RESPONSIBILITY TO DO YOUR OWN RESEARCH AND DUE DILIGENCE AND TO SEEK INDEPENDENT PROFESSIONAL ADVICE TO MAKE THE BEST POSSIBLE JUDGMENT AS ANY PURCHASES OR OTHER ACTIONS YOU TAKE ARE YOUR SOLE RESPONSIBILITY.

7. Limitation of Liability

A. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE WEBSITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO US\$100.

C. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE WEBSITE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU WITHOUT THESE LIMITATIONS.

8. Risk Assumption

You accept and acknowledge each of the following:

A. NFTs, cryptocurrencies and blockchain technology are relatively new, the regulatory landscape is unsettled, and the prices are extremely volatile, and fluctuations in the prices of other NFTs may impact the price of your Dark Lions NFTs both positively and negatively. You could lose all or a substantial amount of your purchase price. Given the volatility, Dark Lions NFTs should not be considered an investment. New regulations could negatively impact such technologies impacting the value for your NFTs. Past performance is not a guarantee or predictor of future performance. It is essential for you to do your own research and due diligence to make the best possible judgment as any purchases, transfers or sales shall be your sole responsibility. You assume all risks in that connection.

B. Ownership of any Dark Lions NFT confers limited rights, only as specified in the applicable terms and conditions. Accordingly, no information on this Website (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this Website qualifies or is intended

to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products.

C. You assume all risks associated with using an Internet-based currency and with purchasing digital artwork, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.

D. You assume all responsibility for any adverse effects of disruptions or other issues impacting the Cronos network, the Cronos POS chain and any bridge between the two chains.

9. Indemnification

You agree to hold harmless and indemnify the Company and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Website, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Website.

10. Changes to the Terms and Conditions

We may make changes to the Terms at our discretion. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the Website.

11. Children

Our Website is not intended for children. You must be at least 18 years old to access this Website or related sites. If you are under 18 years old you are not permitted to use this Website for any reason. By accessing the Website, you represent and warrant that you are at least 18 years of age.

12. Governing Law; Dispute Resolution; Arbitration

A. All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of you and the Company in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Hong Kong without giving effect to any choice of law or conflict of laws rules.

B. Except where prohibited by law, you agree that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE, THE SERVICES OR THESE TERMS SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the

Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English; (3) unless both you and Company agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (4) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (5) any award or judgment shall be subject to all limitations and releases set forth in these Terms and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

13. Entire Agreement

These Terms contain the entire agreement between you and Company and supersedes all prior and contemporaneous understandings between the parties regarding the Website and the Services.

We reserve the right, in our sole discretion, to modify these Terms from time to time without notice to you. All modifications will be effective when they are posted, and your continued accessing or use of any of the Services will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to these Terms, you must immediately stop accessing and using all of our Services or accessing the Website.