

END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS END USER LICENSE AGREEMENT (“**AGREEMENT**” “**TERMS**”) IS A LEGALLY BINDING AGREEMENT BETWEEN (I) YOU (EITHER AN INDIVIDUAL, ENTITY, GROUP OF INDIVIDUALS, WHETHER INCORPORATED OR NOT, OR ANY OTHER LEGAL OR NON-LEGAL ENTITY; hereinafter referred to as “**You**”, “**User**”, “**Player**” or “**LICENSEE**”) AND (II) **IDLE MINE** marketed by **Kling Metaverse Limited, KAZAKHSTAN** (“**COMPANY**” or “**LICENSOR**” or “**US**”) STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF OUR WEBSITE AND SERVICES, SOFTWARE, DOCUMENTATION, OR ANY PORTION THEREOF, (COLLECTIVELY “**SOFTWARE APP**” or “**WEBSITE**” or, “**SERVICE**” or “**NFT GAME**”). PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING/OR USING FOR FREE, THE WEBSITE, YOU CONSENT THAT YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITE or App.

1. DEFINITIONS

1.1. “User”, “you”, or “player” means the person who uses the Software and services provided by the Company and accepts and agrees to be bound and abide by these Terms by: (i) installing, copying or otherwise using the Website; (ii) using the Website; or (iii) using any services related to the Website.

1.2. “Documentation” means install scripts and online or electronic documentation associated, included, or provided in connection with the Software, or any portion thereof.

1.3. “Intellectual Property Rights” or “IPR” means all copyrights, trademarks, trade secrets, patents, mask works, and all related, similar, or other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto. It also includes, all user data, Software data, feedback, system data, payment data wallet data, etc., collected by the Company or the Software.

2. OWNERSHIP

You agree and acknowledge that all rights, title, and interest, including IPR in and connected with the Software and the service and any and all copies thereof (including but not limited to any derivative works of titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, “applets” incorporated into the Software, and any related documentation), are owned by Company or its licensors. We do not provide you with any interest whatsoever in the IPR. Except as expressly authorized by us in writing; you shall not modify, distribute, or transmit the IPR. You shall not create works based on the IPR. If the User is found in breach of this clause, the Company shall own all right, title, and interest in any works created, adapted, distributed, or transmitted via the Software or services or any other software or service; and the Company shall be the sole owner of any works created by any

user or is affiliate or associate in breach of this clause. The user shall be obliged to execute any legal documentation to give effect to the Company's ownership rights to any works created or transmitted in the breach of the Clause.

3. LICENSE

The Company grants to you a non-exclusive, fully and unilaterally revocable, limited right and license for the duration of the License Term to install and use the Software for your personal use (the “**License**”). The License shall be non-transferrable. All rights not specifically granted under this License are hereby reserved by the Company and, as applicable, by its licensors. The Software is licensed to you, not sold. This License does not give you any title or ownership in the Software, and should not be construed as a sale or transfer of any intellectual property or other rights to the Software. There shall be no fixed term for the License. The User may, at any time terminate the License by uninstalling the Software and ceasing its use. The Company may terminate the License at any time, by banning the user from its services, with or without cause and without notice. Without prejudice to any other rights of the Company, the License shall remain in effect for as long as you use, operate or run the Software (“License Term”), or until otherwise determined by Company. The License shall terminate automatically if you fail to comply with these Terms. In such event, you must uninstall all copies of the Software.

4. AMENDMENTS, UPDATES AND OTHER MODIFICATIONS

4.1. These Terms can be found at any time on the Company's official website.

- 4.2.**The Company may change these Terms at its sole discretion at any time, to the extent consistent to applicable laws and regulations or for any other reason.
- 4.3.**Any material changes to these Terms will be brought to your attention as Company may determine in its sole discretion. If any such future changes to these Terms are unacceptable to you, or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement and uninstall the Software. You are otherwise responsible to check the relevant page regularly to make note of any changes. Your continued use of the Software and its services means that you accept and agree to the changes of the Terms.
- 4.4.**The Company may provide updates, patches and other modifications to the Software that must be installed for the User to continue to use the Software properly, or at all. Company may update, patch or modify the Software remotely and access the Software residing on your machine for such purpose, and you hereby grant to Company the right to deploy and apply such patches, updates and modifications. All provisions of these Terms, that refer to the Software shall also include all such patches, updates and modifications.
- 4.5.**The Company may also upgrade, change, or terminate the Software or Software App or may discontinue offering either or both without notice to the User.

5. USE OF APPLICATION

- 5.1.**In order to use the Application, you must be a user of a (ii) a mobile device running a compatible version of Android or iOS (as may be applicable from time to time), with means of accessing the internet through such personal computing or mobile devices (such as Wi-Fi etc.).

5.2.Any user below (i) 18 years of age; (ii) below the age of majority in the applicable jurisdiction; or (iii) individuals using the Application from jurisdictions, where it is illegal to connect to or access the Software, will not be allowed to use the Software. Any such unauthorised usage, by any unauthorized user, shall be the sole liability and responsivity of such User. The Company makes best possible efforts to prevent unauthorised usage, however, if any unauthorized person as per this clause uses the Software and services, they alone shall be liable for all civil and criminal consequences. The unauthorized user must also indemnify the Company against any legal or other liability arising from unauthorized usage.

5.3.The Company reserves the right at any time to request from you evidence of your age in order to ensure that minors are not using the Software and services. The Company further reserve the right to suspend your account and exclude you, temporarily or permanently, from using the Software if satisfactory proof of age is not provided or if it is suspected that you are Unauthorized.

6. ACCESSING THE SERVICE

As a general rule, the Software is accessible for 24 hours a day throughout the whole year. However, the accessibility of the Software is subject to the Company shutting down the service of the Software, in whole or in part, for any period the Company deems appropriate to enable the update or technical maintenance of the Software service, or any other action that the Company determines in its sole discretion. The Company may make amendments to the Software or restrict access (including cancellation, termination, modification or suspension of a User's Account or License) from all or specific Users without notice. Additionally, the Software and the services may be unavailable depending on geographic location.

Restricted Territories:

Blacklisted Territories: United States of America, Canada, Kazakhstan , United Kingdom, China, Netherlands, France and/or any other restricted by law country or state. Note that it is strictly forbidden to play on Idlemine game in blacklisted countries mentioned above .your personal data for the purpose of executing their duties and providing you with the best possible assistance and service. You hereby consent to such disclosures.

Prohibited Uses:

PERSONAL USE. The Service is intended solely for the User's personal use. The User is only allowed to wager for his/her personal entertainment and may not create multiple accounts, including for the purpose of collusion and/or abuse of service.

JURISDICTIONS. Persons located in or residents of Kazakhstan, , France, Netherlands, USA (the "Prohibited Jurisdictions") are not permitted make use of the Service. For the avoidance of doubt, the foregoing restrictions on engaging in real-money play from Prohibited Jurisdictions applies equally to residents and citizens of other nations while located in a Prohibited Jurisdiction. Any attempt to circumvent the restrictions on play by any personal.

Breach

Without prejudice to any other rights, if a User breaches in whole or in part any provision contained herein, Idlemine reserves the right to take such action as it sees fit, including terminating this Agreement or any other agreement in place with the User and/or taking legal action against such User.

You agree to fully indemnify, defend and hold harmless Idlemine and its shareholders, directors, agents and employees from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) your breach of this Agreement, in whole or in part; (ii) violation by you of any law or any third party rights; and (iii) use by you of the Service.

Any User using the Software from these locations is considered an Unauthorized User and is in breach of the Company's IPR. The Company shall not be liable to any civil or liability arising from such unauthorized users for any action whatsoever. Further, such unauthorized users are liable under law for unauthorizedly accessing the Company's Software and to indemnify the company from any loss or legal proceedings.

7. Privacy Policy

You hereby acknowledge and accept that if we deem necessary, we are able to collect and otherwise use your personal data in order to allow you access and use of the Websites and in order to allow you to participate in the Games.

We hereby acknowledge that in collecting your personal details as stated in the previous provision, we are bound by the Data Protection Act. We will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.

We will use your personal data to allow you to participate in the Games and to carry out operations relevant to your participation in the Games. We may also use your personal data to inform you of changes, new services and promotions that we think you may find interesting. If you do not wish to

receive such direct marketing correspondences, you may opt out of the service.

Your personal data will not be disclosed to third parties, unless it is required by law. As Idlemine business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Website, personal data may be disclosed to them. The employees of Idlemine have access to your personal data for the purpose of executing their duties and providing you with the best possible assistance and service. You hereby consent to such disclosures.

We shall keep all information provided as personal data. You have the right to access personal data held by us about you. No data shall be destroyed unless required by law, or unless the information held is no longer required to be kept for the purpose of the relationship.

In order to make your visit to the Websites more user-friendly, to keep track of visits to the Websites and to improve the service, we collect a small piece of information sent from your browser, called a cookie. You can, if you wish, turn off the collection of cookies. You must note, however, that turning off cookies may severely restrict or completely hinder your use of the Websites.

Cookies Policy

Registration and Login

You must be at least 18 years old to register. If you want to add your email address, please make sure the email address you entered is correct so that later it can be used in KYC account verification.

You can login at any time. For added security, we recommend you to add 2FA. To know more about Google authenticator.

If you need to change your registered email, we are so sorry, but we are not able to update this information. If you insist on changing your username and/or registered email, we suggest you close the current account and register a new one.

1.What are cookies?

A cookie is a piece of information in the form of a very small text file that is placed on an internet user's computer. It is generated by a web page server (which is basically the computer that operates the website) and can be used by that server whenever the user visits the site. A cookie can be thought of as an internet user's identification card, which tells a website when the user has returned. Cookies can't harm your computer and we don't store any personally identifiable information about you on any of our cookies2.Why do we use cookies on Idlemine?

Idlemine uses two types of cookies: cookies set by us and cookies set by third parties (i.e. other websites or services).

Personal Data Protection Policy

Idlemine's mission is to keep your Data safe and for this matter we protect your data in various ways. We provide our customers with high security standards, such as encryption of data in motion over public networks, encryption of data in database, auditing standards.

Why do you need a Withdraw fee?

When we make a transaction, the information is broadcast to the network, and the miners collect and package the production blocks, and only after the block is produced, the transaction is recognized. Although the miners will get a fixed monetary reward after digging into the block, according to the rules, the reward

will gradually be halved and become less and less, and eventually the miners may not be profitable. Therefore, transaction fees are needed to maintain the enthusiasm of miners for mining.

The role of the Withdraw fee

1. Encourage miners to mine
2. Prevent excessive small transactions from hitting the network. Due to the P2P network, the ability of transaction processing is limited. If everyone frequently conducts small transactions, the network will be congested, causing delays or even stagnation. So set a threshold, the amount of natural transactions will be reduced when there is a small transaction.

How much is the Withdraw fee?

Since the transaction is a two-way charge, it means that the sale of a digital currency requires at least a 3 to 10% Withdraw fee to the platform depending on the liquidity of the Underlying Crypto Currency

What is Idlemine Swap

You can use Idlemine Swap to exchange Crypto currencies without waiting for review.

Idlemine has a strict anti-money laundering policy. This is in accordance with our AML procedures outlined in our terms of service.

If deposits & withdrawals are suspected of being attempts to Swap coins we reserve the right to hold withdrawals until completion of one of the following procedures

1. Withdrawal is sent after full completion of account verification & KYC

2. Withdrawal refunded & 1x gameplay is reached.

Idlemine will always try to ensure every matter is resolved & the above can be modified to suit specific situations.

8. AML

Idlemine is operated by KLING METaverse LIMITED,
KAZAKHSTAN.

Definitions ML

Money Laundering: The process of making illegally gained proceeds appear legal. This process is generally broken down into three steps: placement, layering, and integration.

Placement: The process of placing unlawful proceeds into traditional financial institutions, through deposits or other avenues. Layering: The process of separating proceeds of criminal activity from their origin by layers of complex financial transactions, such as converting cash into traveler's checks, money orders, wire transfers, letters of credit, stocks, bonds, or purchasing assets. Integration: Using legitimate transactions to disguise the illicit proceeds, allowing the laundered funds to be distributed back to the criminal; integrating the now clean money back into normal use.

AML (Anti-Money Laundering) policy

KLING METaverse LIMITED, KAZAKHSTAN is aware that offering services related to online gaming pose a risk for money laundering and terrorist financing. To identify, prevent, and limit the risks of money laundering and terrorist financing. KLING METaverse LIMITED implemented measures, processes, and internal controls into its daily

business operations, which consider the nature of the KLING METaverse LIMITED's clients and services carried out by KLING METaverse LIMITED. With these measures, processes, and internal controls in place, KLING METaverse LIMITED meets all legal requirements related to measures preventing money laundering and terrorist financing, as required by applicable KAZAKHSTAN legislations. KLING METaverse LIMITED has prepared AML Policy regarding the prevention of money laundering to prove its commitment for detection, prevention, and reporting to national authorities of all attempts of using Idlemine's services for any kind of transaction which would meet the statutory definition of money laundering and/or terrorist financing, or which presents any other form of illegal financial transactions. AML Policy is modified and upgraded by changing legislation and good practice in the industry. The content of the AML Policy covers:

the internal organization of processes related to prevention of money laundering;

due diligence process (also known as "Know your customer or KYC")

money laundering risk assessment;

non-eligible and eligible categories of clients;

enhanced due diligence measures;

reporting obligations (towards competent authorities).

9. Your Obligations as a Player

9.1. You hereby declare and warrant that:

9.1.1. You are over 18 years of age or such a higher minimum legal age of majority as stipulated in the jurisdiction of Your residence and, under the laws applicable to You, legally allowed to participate in the Games offered on the Website.

9.1.2. You participate in the Games strictly in your personal non-professional capacity for recreational and entertainment reasons only.

9.1.3. You participate in the Games on your own behalf and not on behalf of any other person.

9.1.4. All information that You provide to Idlemine during the term of validity of this agreement is true, complete, and correct, and that You shall immediately notify Idlemine of any change of such information.

9.1.5. You are solely responsible for reporting and accounting for any taxes applicable to You under relevant laws for any winnings that You receive from Idlemine.

9.1.6. You understand that by participating in the Games you take the risk of losing Virtual Funds deposited into Your Member Account.

9.1.7. You shall not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to Your or third parties' participation in any of the Games and shall not use any software- assisted methods or techniques or hardware devices for Your participation in any of the Games. Idlemine hereby reserves the right to invalidate any wager in the event of such behaviour.

9.1.8. You understand that Virtual Funds as Crypto Currencies are not considered a legal currency or tender and as such on the Website they are treated as virtual funds with no intrinsic value.

9.1.9. You understand that Crypto Currencies value can change dramatically depending on the market value.

9.1.10. You are not allowed to use any payment methods that belong to a Third party or person.

9.2. You are not allowed to transfer, sell and/or acquire, user accounts.

9.3. Games played on Our site should be played in the same manner as games played in any other setting. This means that players should be courteous to each other and avoid rude or obscene comments.

9.4. Some circumstances may arise where a wager is confirmed, or a payment is performed by us in error. In all these cases Idlemine reserves the right to cancel all the wagers accepted containing such an error.

Should the user become aware of possible errors or incompleteness in the software, he/she agrees to refrain from taking advantage of them. Moreover, the user agrees to report any error or incompleteness immediately to Idlemine. Should the user fail to fulfil the obligations stated in this clause, Idlemine has a right to full compensation for all costs related to the error or incompleteness, including any costs incurred in association with the respective error/incompleteness and the failed notification by the user.

9.6. In the event a game is started but miscarried because of a failure of the system, Idlemine shall refund the amount wagered in the game to the User by crediting it to the User's Account or, if the account no longer exists, by paying it to the User in an approved manner; and if the User has an accrued credit at the time the game miscarried, credit to the User's Account the monetary value of the credit or, if the account no longer exists, pay it to the User in an approved manner.

9.7. Idlemine reserves the right to reject or limit wagers. The user is not permitted to wager an amount exceeding his/her personal account. Wins are credited to the personal account of the user.

9.8. Idlemine reserves the right to retain payments, if suspicion or evidence exists of manipulation of the casino system. Criminal charges will be brought

against any user or any other person(s), who has/have manipulated the casino system or attempted to do so. Idlemine reserves the right to terminate and/or, change any games or events being offered on the Website.

9.9. We reserve the right to require some verification in case of suspicious or fraudulent transactions.

9.10. Idlemine reserves the right to declare a wager void partially or in full if Idlemine, at its own discretion, would deem it obvious that any of the following circumstances have occurred:

9.10.1. You, or people associated with you may directly or indirectly influence the outcome of an event, to obtain an unlawful advantage,

9.10.2. You and or people associated with you are directly or indirectly avoiding the rules of Idlemine

9.10.3. The result of an event has been directly or indirectly affected by criminal activity.

9.10.4. Wagers have been placed that would not have been accepted otherwise, but that were accepted during periods when the website have been affected by technical problems.

9.10.5. Due to an error, such as a, misprint, technical error, force majeure or otherwise, wagers have been offered, placed and or accepted due to this error.

10.RESTRICTIONS

Company provides the Software and the Service to Users only for personal, non-commercial and entertainment purposes, as limited by these Terms. You agree not to violate any of these Terms. Violation of any of these Terms may lead to temporary or permanent suspension of your any registration account

that you create with us in relation to the Software and the Service (“**Account**”), your access to the Software, and/or your access to the Service, and some instances may also require an investigation by the Company. You agree to only use the Software and the Service, or any part of them, in a manner that is consistent with these Terms and the License and you **SHALL NOT**:

- 10.1.** without written permission from Company, use, advertise or exploit in any manner the Software or the Service (in each case in whole or in part) commercially, including but not limited to use at a gaming centre or any other location;
- 10.2.** use the Software in connection with unauthorized software, applications, services, or devices, including with any third-party software not explicitly authorised by the Company. Such use shall be illegal, voids any liabilities and covenants of the Company, and is a breach of these Terms;
- 10.3.** use the Software or the Service, or permit use of the Software or the Service, in a network, multi-user arrangement or remote access arrangement, including any online use, except as otherwise explicitly permitted by Company in writing;
- 10.4.** make copies of the Software or the Service (in each case in whole or in part), except that you may make one (1) copy of the Software for backup or archival purposes, or make copies of the materials accompanying the Software for non-commercial backup and reference only;
- 10.5.** sell, rent, lease, license, distribute, upload to any Internet server or web site, or otherwise transfer any portion of the Software or the Service or any copies without the express prior written consent of Company which may involve the payment of a fee (for the Account and, separately, any digital assets).

- 10.6.** reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the Software or the Service (in each case in whole or in part) or infringe any patent, trademark, copyright or other proprietary rights, except as the applicable law expressly permits, in which case all and any lawful modifications, adaptations, improvements, etc., and all copyrights therein, shall be deemed assigned to, and shall belong to, vest in and be the exclusive property of Company and/or its licensors on creation, in any event); and all moral rights (these include the right to be credited as the author of a work and the right to object to derogatory treatment of a work) therein shall be deemed waived (which means you will not be able to enforce your moral rights);
- 10.7.** remove, disable or circumvent any security protections or any technical measures that control access to the Software or the Service;
- 10.8.** upload, modify, share, display or publish any information that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit, or delimit the functionality of any computer resource;
- 10.9.** remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Software or the Service;
- 10.10.** export or re-export the Software or the Service any copy or adaptation of the Software or the Service in violation of any applicable laws or regulations;
- 10.11.** create data or executable programs that mimic data or functionality in the Software or the Service;
- 10.12.** steal and/or publish information belonging to others (including but not limited to personal information, non-personal information and payment information) without requisite consent or a license;

- 10.13.** impersonate any person, including the Company, our affiliates, our designated partners, our designated representatives, or our employees;
- 10.14.** harm the reputation of Company, our affiliates, our service providers or licensors, or the reputation of the Software or the Service;
- 10.15.** post, link to, advertise, promote, or transmit anything that is illegal, invasive of privacy, harmful, threatening, abusive, blasphemous, harassing, tortious, disparaging, defamatory, vulgar, sexually explicit, pornographic, paedophilic, libellous, obscene, hateful, racially or ethnically offensive, or relating to or encouraging money laundering or gambling;
- 10.16.** take advantage by exploiting, deceiving or misleading others in any way whatsoever;
- 10.17.** use the Software or Service (in each case in whole or in part) in a manner that is related to illegal activities or any action that negatively impacts the delivery of the Software or Service;
- 10.18.** exploit errors and bugs found while playing the Software or using the Service; or create any program, hack, application, etc., by whatever name called, to exploit any vulnerability in the Software code or otherwise to take undue advantage, or to cheat the Software, or to make any unlawful gains, or in anyway use the Software in a manner that it is not intended to be used by the Company.
- 10.19.** violate any applicable law, rule, or regulation in connection with your access or use of the Software or Services;
- 10.20.** access or use the Software or the Service for any purpose that is beyond the scope of the Software's or the Services' intended use (in Company's sole judgment);
- 10.21.** use / develop / advertise / trade / distribute unauthorized programs, including but not limited to, any programs that intercept communication between a Software and a Software server; any unauthorized third party

programs or hardware devices that may affect the Software or normal Software operation, including but not limited to, hacks, cheats, helpers, bots, scripts, trainers, automatic programs, programs that collect or modify Software data by reading the Software memory.

10.22. disrespect or use offensive words, symbols, or other communication (determined by context and in Company's sole discretion) towards others, including based on their race, gender, nationality or otherwise;

10.23. upload, modify, share, display or publish any information that is harmful to minors; or

10.24. Any action which is not defined in these Terms that negatively impacts the delivery of the Software or the Service or negatively affects other players may be subject to warning and penalty, including termination of the License. Further any User found in violation of this Clause shall be solely liable for any loss, direct or remote, caused to the Company due to such breach. The violating user shall also be responsible for the loss caused to any other users. In addition to this, the violating user shall also be responsible for civil and criminal action as per law.

10.25. You agree to abide by any safety information, security instructions, required updates, or any other relevant notices contained in the manual or otherwise associated with the Software or Service.

11.DISCLAIMERS

The Company will not be responsible for:

11.1. any interruption of the Service, use of the Software, the Service, or termination of an Account due to the User's or the Company's fault and any loss resulting therefrom whatsoever;

- 11.2.** any action of a telecommunications provider to cease or fail to provide the telecommunication service;
- 11.3.** any unavoidable reasons that caused Service failure, such as maintenance, replacement, regular inspection, construction, etc. save in respect of intentional or malicious negligence of the Company;
- 11.4.** any problems caused by the User's device or problems related to the network environment;
- 11.5.** the information, data, facts, reliability, accuracy, etc. posted or transmitted by the User or a third party in the Service or on the official website of the Company;
- 11.6.** anything which is the responsibility of a third-party;
- 11.7.** when Users fail to receive the results expected in Software; the Company is not responsible for any loss, monetary or otherwise, involved when making selections or using the Service;
- 11.8.** Any issue or problem arising from the third-party wallet provider or the financial services provider associated with the Company, resulting in a loss monetary or otherwise.
- 11.9.** Any loss monetary or otherwise, caused due to any reason or anyone's fault whatsoever to the User while using the Company's Software and Services.
- 11.10.** circumstances in which the Company limits the use of Service from Users in accordance with the relevant laws and/or government policies.

12.WARRANTY DISCLAIMERS

The Company does not make any promises regarding your use of the Software and Service. The Software and Service are provided "as is" and

“as available,” without warranty of any kind (including any implied warranty of merchantability, non-infringement, or fitness for a particular purpose), to the maximum extent permitted by law. Use of the Software and Service is at your sole risk. Specifically, the Company does not make any promises that you will be able to enjoy continuous, error-free, secure or virus-free operation of the Software, Service or your Account.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1. The Company will not be responsible for any damage or loss caused to you where such damage or loss is not reasonably foreseeable to you and us when you use the Software or Service, including where the damage or loss results from our breach of these Terms.

13.2. The Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our reasonable control. Except as set out elsewhere in these Terms we will not be liable to you or to any other person in the event that all or part of the Service is unavailable, discontinued, modified or changed in any way.

13.3. The Company is not responsible for any loss caused due to the use of the Cryptocurrency offered as rewards for the games offered by the Company’s Software, or due to any depreciation in the value thereof. The Company is also not responsible for any loss due to the malfunction, loss, hack, etc., of the associated third-party wallet or payment service used along with the Company’s Software.

13.4. The Company does not accept any responsibility for:

13.4.1. any damage or loss caused to you where you are not entering into these Terms as an authorized ser as per these terms;

13.4.2. any failure, any suspension and/or any termination of access to the Software or the Service or any content in connection with or arising out of a force majeure event. In these Terms, a "force majeure" event shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents; and/or

13.4.3. any claims brought against you by a third party except as stated in these Terms.

13.5. You agree to indemnify the Company, its partners, affiliates, contractors, licensors, officers, directors, employees, and will defend, protect, indemnify and hold harmless to Company from any claims, lawsuits, damages, losses, liabilities and expenses (including reasonable legal and attorneys' fees) arising directly or indirectly out of or in conjunction with your acts or omissions including use, or misuse of the Software or Service and breach by you of these Terms. Company reserves the right to assume exclusive defence and control over all matters subject to indemnification by players.

13.6. Under no circumstances, including negligence, shall Idlemine be liable for any special, incidental, direct, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use (or misuse) of the Service even if Idlemine had prior knowledge of the possibility of such damages.

13.7. Nothing in this Agreement shall exclude or limit Idlemine's liability for death or personal injury resulting from its negligence.

Disputes:

If a User wishes to make a complaint, please contact Idlemine's customer service team at support@Idlemine.io. Should any dispute not be resolved to your satisfaction you may pursue remedies in the governing law jurisdiction set forth below in Astana Khazaksthan.

Amendment Idlemine reserves the right to update or modify this Agreement or any part thereof at any time or otherwise change the Service without notice and you will be bound by such amended Agreement upon posting. Therefore, we encourage you to check the terms and conditions contained in the version of the Agreement in force at such time. Your continued use of the Service shall be deemed to attest to your agreement to any amendments to the Agreement.

14. TRADEMARKS AND COPYRIGHTS

KLING METaverse, the **KLING METaverse** logo and other **KLING METaverse** trademarks, service marks, graphics, and logos used in connection with the **KLING METaverse** Platform are trademarks or registered trademarks of **the Company** and/or its Affiliates in various jurisdictions. You are not granted any right or license with respect to any of the aforesaid trademarks and any use of such trademarks. Further, all copyright in and to the **KLING METaverse** Platform and/or the Content is the copyright of Company and/or its licensors and content providers. All such copyright and marks are protected under applicable copyright, trademark, and other domestic and

international proprietary rights laws. The unauthorized copying, modification, use or publication of the **KLING METAVERSE** Platform, Content and these marks is strictly prohibited. Any violation of copyright and other proprietary laws may result in severe civil and criminal penalties, including monetary damages.

15.TERMINATION OF LICENSE

This Agreement will terminate immediately without notice from the Company or judicial resolution

- 15.1.** if You fail to comply with any of the terms and conditions of this Agreement;
- 15.2.** You provide Company with notice that you would like to terminate this Agreement. Upon termination of this Agreement, you must delete or destroy all copies of the Software; or
- 15.3.** For any other reason whatsoever deemed fit by the Company in its sole discretion.

16.FEEDBACK

You have no obligation to give any suggestions, comments or other feedback (“Feedback”) relating to the Software. However, the Company may use and include any Feedback that it receives from You to improve the Software or other products, software and technologies. Accordingly, for any Feedback You provide to the Company, You grant the Company and its affiliates and subsidiaries a worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to, directly or indirectly, use, reproduce, license, sublicense, distribute, make, have made, sell and otherwise

commercialize the Feedback in the Software or other the Company products, software and technologies. You further agree not to provide any Feedback that (a) You know is subject to any Intellectual Property Rights of any third party or (b) is subject to license terms which seek to require any products incorporating or derived from such Feedback, or other person's intellectual property, to be licensed to or otherwise shared with any third party.

17.REMEDIES TO COMPANY IN CASE OF BREACH

Without prejudice to any other rights or remedies that Company may have, you acknowledge and agree that compensation by way of damages alone would not be an adequate remedy for any breach of these Terms by you because Company would suffer irreparable losses if you breach these Terms. Accordingly, you agree that Company shall, in the first instance, be entitled to the remedies of an injunction, specific performance or any other equitable remedy, in addition to any other remedies available to it under the applicable law. For the avoidance of doubt, Company shall be entitled to an injunction, specific performance or any other equitable remedy without bond, other security or proof of losses, and the User concedes all his arguments and contentions in this regard in favour of the Company.

18.GOVERNING LAW AND DISPUTES

If a dispute arises between you and Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly.

These Terms shall be interpreted and governed by the laws of Kazakhstan. All lawsuits related to these Terms are subject to the jurisdiction of the courts in Kazakhstan. Irrespective of where the Software or the Services are used, only the laws of Kazakhstan shall apply and it is the sole responsibility of the User to use the Services in conformance with their local laws. You must comply with all local laws to the extent that applicable local law applies.

19.GENERAL PROVISIONS

You may not assign this Agreement without the prior written consent of the Company and any assignment without such consent will be null and void. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any provision of this Agreement becomes or is declared unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect.

20.MICELLANEOUS

This Agreement sets forth the entire agreement and understanding between the parties with respect to the Software and supersedes and merges all prior oral and written agreements, discussions and understandings between them regarding the subject matter of this Agreement. No waiver or modification of any provision of this

Agreement shall be binding unless made in writing and signed by an authorized representative of each party.

21.CONTACT INFORMATION AND GRIEVANCE OFFICER

(a) **Customer Support:** Any enquiries you may have about our services and features or if you need assistance with the KLING METaverse Platform, you may write to us at support@idlemine.io.

(b) **Data Privacy:** To ask questions on data privacy, exercise applicable data subject rights and our privacy practices, please write to us at support@idlemine.io.

(c) **Reporting Objectionable Content to Grievance Officer:** If you see something objectionable, offensive, or adversely affect you or your community, you can report it to our Grievance Officer at support@idlemine.io with the relevant details of your complaint/concern.

Please keep in mind that mere reporting to the Company doesn't guarantee that certain content will be removed from the KLING METaverse Platform, however, we are committed to creating a safe environment and will consider all your genuine grievances/ complaints.

22.Governing Law

The Agreement and any matters relating thereto shall be governed by, and construed in accordance with, the laws of Kazakhstan. You irrevocably agree that, subject as provided below, the courts of Astana Kazakhstan

shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom and irrevocably waive any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Nothing in this clause shall limit the right of Idlemine to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdiction of that or any other provision hereof.

IF YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE PRESS **“ACCEPT”**. IF YOU DO NOT AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND PRESS **“DECLINE”**, YOU MAY NOT USE THE SOFTWARE.