### @Terms of Use

May 11, 2022

Welcome to PlayEstates. The PlayEstates services (the "Service") are operated by PlayEstates, Inc. a Delaware corporation, and its affiliates (collectively, the "Company", "we", or "us"). By accessing or using our website at www.PlayEstates.com, including any subdomain thereof (the "Site"), you (the "User") signify that you have read, understand, and agree to be bound by these terms of use ("Terms of Use"), regardless of whether you are a registered member of the Service. In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, "Users" means anyone who accesses and/or uses the Site. For any terms herein apply to all Users, or business and other entity Users specifically, or where the context otherwise requires, "Users" shall be deemed to include any business or other entity on behalf of which the Site or Service is accessed by any other User, and "you" shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of the Site or Service.

#### **Consent To Electronic Transactions And Disclosures**

By using our Services, you demonstrate your agreement to contract electronically with PlayEstates and to be bound by these Terms and agree to receive electronically, via the email associated with your PlayEstates Account, all notices, and disclosures for your Account ("Communications") in electronic form.

In addition, you hereby agree that you reaffirm your agreement to receive Communications electronically every time you use our Services. You further agree by these actions that (a) you will conduct the transactions using our Services electronically; (b) you acknowledge that you have received an electronic copy of these Terms; (c) you confirm your authorization and informed consent to the delivery of electronic Communications to you under these Terms, and (d) you have the ability to receive communications via email.

### Electronic Communications.

Any Disclosures will be provided to you electronically through PlayEstates either on our Site or Discord server.

#### Scope of Consent.

Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and PlayEstates or between you and another party with whom you transact through the Site. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

## Hardware and Software Requirements.

In order to access and retain information electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and hardware capable of running this software.

# By accessing or using the Service:

- You acknowledge that you have read, understood, and accept these Terms and any additional documents or policies referred to in or incorporated into these Terms, whether you are participating as a guest or as a registered user;
- 2. If these Terms have materially changed since you last accessed or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed Terms;
- 3. You represent and warrant that you are at least eighteen (18) years of age and have the right, authority, and capacity to enter into these Terms, either on behalf of yourself or the entity that you represent; and
- 4. You consent to receive communications from us electronically, and you agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing.

### Modifications and Interruption to the Site

We reserve the right to modify or discontinue all or any portion of our Site (or any part or content thereof) with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Site, or that the operation of our Site will be uninterrupted or error-free. You understand that usage of our Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

#### No Investment Advice

You acknowledge that PlayEstates does not provide investment advice or a recommendation of securities or investments. Furthermore, you agree that the contents of the PlayEstates Platform do not constitute financial, accounting, legal, or tax advice from PlayEstates.com. Before making any financial decisions you should always obtain independent financial and tax advice from reputable licensed professional advisors.

## **Third-party Sites and Content**

We may provide links for you to make payments, subscribe to and use our services, or sign up for mailing lists; however, third parties may operate these services or certain features. These Terms of Use do not govern your use of third parties' features, content or services, or links to other websites on the Internet that are owned and operated by third parties. You acknowledge and agree that we are not responsible for the availability of, or any content located on or through, any third-party site, or any services provided by third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than PlayEstates will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party. Your use of those third-party websites and services is subject to the terms of use and privacy policies posted on each site or service, and we encourage you to review those terms of use and privacy policies.

## **Account Registration and Account Security.**

Some or all of the Services and certain features or functionalities may require you to register an account with us. When you do, we may ask you to provide certain registration details or other information about yourself. All such information is subject to our Privacy Policy.

Once you have an account, you are responsible for all activities that occur in connection with your account. You will treat your account access credentials as confidential information and will not disclose it to any third party. You agree to immediately notify us if you have any reason to believe that your account credentials have been compromised or if there is any unauthorized use of your account or password or any other breach of security. We ask that you use particular caution when accessing your profile from a public or shared computer, or when using your account in a public space, such as a park or cafe, or public library so that others are not able to view or record your access credentials or other personal information.

By creating an Account, you represent and warrant that all Registration Data for the Account that you submit is truthful and accurate. You agree not to use the Account of another user. You are solely responsible for any and all use of your Account. You agree that sharing the Services with another person or providing another person access to the Services through your Account breaches these Site Terms and may constitute fraud or theft, for which we reserve all rights and remedies. You agree not to authorize any other individual or entity other than your authorized agents, if any, to use the Sites or Services via your Account.

You are prohibited from operating multiple accounts for the same Service. In order to ensure we can protect and properly administer the Services and protect our community of users, we have the right to disable or close any user account at any time.

### **Assumption of Risk**

You accept and acknowledge:

- The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency and/or the underlying asset can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs.
- The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.
- You are solely responsible for determining what, if any, taxes apply to your transactions. PlayEstates is not responsible for determining the taxes that apply to your NFTs.
- You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.
- We do not control the public blockchains that you are interacting with and we do not
  control certain smart contracts and protocols that may be integral to your ability to
  complete transactions on these public blockchains. Additionally, blockchain transactions
  are irreversible and PlayEstates has no ability to reverse any transactions on the
  blockchain.
- There are risks associated with using the Internet and blockchain-based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or Account. You accept and acknowledge that PlayEstates will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Service or any Blockchain network, however, caused.
- The Service relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors lose market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.

# **Services; Securities Offerings**

Among the Services, this Site presents information regarding potential investments in limited liability company membership interests (Interests) of various series of PlayEstates Fractional Ownership Tokens (each, a Series). These Series Interests, which are securities under U.S. securities laws, will be represented by cryptographic digital tokens (PlayEstates Fractional Ownership Token), which are a new series of Ethereum blockchain-based smart contract digital

tokens meeting the ERC-20 standard as modified to meet transfer restriction requirements under applicable U.S. securities laws.

By participating in a PlayEstates Fractional Ownership Token offering through the Site you agree and understand that each PlayEstates Fractional Ownership Token offering has its own terms, rules, and risks and it is your responsibility to carefully review all terms, rules, risk factors, and offering documents and decide on your own if you agree to them.

We make no representation or warranty that the potential transaction you have identified to participate in will take place, or that if it takes place you will be allowed to participate. If you are offered the opportunity to participate in a transaction, you will be required to sign additional documentation. PlayEstates Fractional Ownership Token management decisions are final in all matters relating to the Sites, Services, investments, and other activities related to the Sites.

You may need to complete several steps to purchase PlayEstates Fractional Ownership Token in a specific Series offering including, but not limited to, (i) completing PlayEstates Fractional Ownership Token's user registration process, which includes you providing identification and qualification information to PlayEstates, (ii) entering into Series offering agreements with the specific Series, (iii) funding one or more investments in fiat currency or a specified cryptocurrency, (iv) confirming an intention to move forward with participation in the Series offering at the closing, if required by the Series; (v) creating a digital asset wallet with a third party, and (vii) providing other information to PlayEstates or taking other action as requested throughout the Series offering process.

The PlayEstates Fractional Ownership Token offered on the Site has not been registered under the Securities Act of 1933, as amended (the Securities Act) in reliance on the exempted provisions of Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder, and/or Regulation S. Securities sold through private placements are restricted and not publicly traded and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon or endorsed the merits of any securities offering on these Sites.

The PlayEstates Fractional Ownership Token being offered is highly speculative in nature, involves a high degree of risk, and should be purchased only by persons who can afford to lose their entire investment. There can be no assurance that PlayEstates' business objectives will be achieved or that a secondary market will ever develop for the Interests. Interests being sold are not FDIC insured, may lose value, and there is no bank or other guarantee.

### **Purchases**

You may use real-world fiat currency to purchase PMT membership tokens ("Cash Purchases"), which will then be used to gain eligibility for multiple project rewards. You represent and warrant that all information you provide in connection with a Cash Purchase is true and accurate. The

company is not responsible for fulfilling any Cash Purchases for which you provided information that is deceptive or incomplete, as determined by Company.

### **Virtual Purchases**

If you choose to make Virtual Purchases in the Services, such Virtual Purchases will be conducted and managed via blockchain technology. Your PlayEstates ERC- 20 accounts will be made publicly visible when you engage in transactions using PMT or PFT. We will have no insight into or control over Virtual Purchases between users, nor are we able to reverse any transactions between users. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of Virtual Purchases.

# **Telephone Consumer Protection Act Consent**

You expressly consent to receive calls and messages, including auto-dialed and prerecorded message calls, and SMS messages (including text messages) from us, our affiliates, agents, and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

## **Copyright and Trademark Information**

All content, copyrights, and other intellectual property rights in the content available on our Site, including without limitation Site design, text, graphics, interfaces, and the selection and arrangements thereof, are owned by PlayEstates, with all rights reserved, or in some cases may be licensed to PlayEstates by third parties. This content is protected by the intellectual property rights of PlayEstates or those owners. All content that qualifies for protection under Federal Copyright Law under the laws of the United States is subject to the exclusive jurisdiction of U.S. federal courts, whether registered or unregistered. All trademarks displayed on the Site are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the Site of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with PlayEstates.

### **Copyright Complaints**

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to info@PlayEstates.com

If you choose to write to us by e-mail or physical mail instead, your notice must include:

- Identification of the copyrighted work(s), trademark, publicity rights, or other intellectual property rights that you claim are being infringed;
- Identification of the allegedly infringing material that is requested to be removed, including a description of the specific location (i.e., URLs) on the Service of the material claimed to be infringing, so that we may locate the material;
- Your contact information at a minimum, your full legal name (not a pseudonym) and email address:

- A declaration that contains all of the following:
  - A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the intellectual property rights owner, its agent, or the law;
  - A statement that the information in the notice is accurate; and
  - A statement under penalty of perjury that you are authorized to act on behalf of the intellectual property owner of the intellectual property that is allegedly being infringed.
  - Your physical or electronic signature (of your full legal name).
  - Please note that we will forward your notice of intellectual property infringement, including your contact information, to the party who will have their content removed so they understand why it is no longer available on PlayEstates and can also contact you to resolve any dispute.

#### **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

# **Terms Applicable To Secondary Market Users**

Any secondary transfer activity of fractional ownership tokens that were originally minted by the fractional protocol can occur over any interface or medium that enables interaction with the decentralized Ethereum blockchain network, such as a decentralized exchange, Ethereum wallet, or other smart contracts. Transactions on the Ethereum blockchain network will be affected between participants (i.e holders and sellers). By participating on the Ethereum blockchain network, you acknowledge your understanding that: (i) all transactions will be executed using tools made available for the Ethereum blockchain network, (ii) all negotiations and confirmation activities will be performed by Users, independent third-parties, or smart contracts and will not involve PlayEstates, and (iii) PlayEstates does not receive, transfer or hold funds or ownership tokens on any centralized database or server.

"Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct the fractional protocol to debit or credit a blockchain wallet address. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds and transfers initiated via the website or mobile application.

#### Your Liability

Authorized Transfers. You are liable for an Electronic Fund Transfer that you authorize, whether directly or indirectly.

## Messaging

Direct messaging between certain Users ("Messaging Services") may occur through other platforms or communication channels. The Messaging Services are intended to be used for factual questions and answers between Users regarding specific transactions proposed to be executed using PlayEstates Services. The Messaging Services shall not be used for other commercial or non-commercial purposes, including, without limitation, marketing, advertising, promotion of violence, personal attacks or threats, abusive behavior, harassment, profanity, or hateful imagery. As a User of PlayEstates Services, you are responsible for the content you provide. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content posted via the Messaging Services. All User-generated content is the sole responsibility of the person who originated such content. We do not monitor or control the content posted via the Messaging Services and, we cannot take responsibility for such content. PlayEstates reserves the right to remove content that we determine violates our Terms of Use or we may restrict, suspend, or terminate any User's use of the Messaging Services, if we determine in our sole and absolute discretion, that such person has used the Messaging Services in a manner that is inconsistent with these Terms of Use and or applicable law.

## **User Disputes**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

# **Privacy**

Please review the Site's Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

#### **Disclaimers**

### **Limitation on Liability**

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST VALUE OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN TO THE EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT NO FEES

ARE PAID TO THE COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM THE COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

## Governing Law; Venue and Jurisdiction; Arbitration

By visiting or using the Site and/or the Service, you agree that the laws of the State of Delaware, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Use. By agreeing to the Terms of Use and using the Website and the Service, you agree to the binding arbitration provisions set forth in these Terms of Use and submit to personal jurisdiction in the Federal courts located in Los Angeles for all purposes, and you agree to waive, to the maximum extent permitted by law, any right to a trial by jury for any matter.

Either party may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration. The arbitration shall be conducted in San Francisco, CA. As used in this provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and PlayEstates (or officers, directors, employees, contractors, managers, members or other persons claiming through or connected with PlayEstates), on the other hand, relating to or arising out of the Site, the Services, these Terms of use and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including the validity or enforceability of this arbitration provision, provided that this provision shall not apply to any Claims arising under Federal securities laws. Claims are subject to arbitration regardless of whether they arise from a contract; tort (intentional or otherwise); a constitution, statute, or common law; or otherwise. Claims include (without limitation) matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. The scope of this arbitration provision is to be given the broadest possible interpretation that is enforceable.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this arbitration provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this arbitration provision, this arbitration provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so.

Each party shall bear the expense of its own attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

Within 30 days of a final award by the arbitrator, a party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, an opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this arbitration provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act (the "FAA"), and may be entered as a judgment in any court of competent jurisdiction.

We agree not to invoke our right to arbitrate an individual Claim that you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.

Unless otherwise provided in these Terms of Use or consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party, or (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this provision, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this provision shall be determined exclusively by a court and not by the administrator or any arbitrator.

This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this arbitration provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

This arbitration provision shall survive (i) suspension, termination, revocation, closure, or amendments to these Terms of Use and the relationship of the parties; (ii) the bankruptcy or insolvency of any party hereto or other party; and (iii) any transfer of any securities, to any other party. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings included herein are finally adjudicated to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this arbitration provision.

If any provision of these Terms of Use conflicts with a provision contained in any subscription agreement, share transfer agreement or similar agreement to which you and PlayEstates are party, the terms of such other agreement shall control and shall be deemed to supersede the provisions of these Terms of Use.

Notwithstanding anything set forth in these Terms of Use, either PlayEstates or you may apply to any court of competent jurisdiction for injunctive relief without breach of the mandatory arbitration provisions set forth above.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT UPON ELECTION OF ARBITRATION BY ANY PARTY. THE PARTIES HERETO WAIVE A TRIAL BY JURY IN ANY LITIGATION RELATING TO THIS AGREEMENT, THE SHARES, OR ANY OTHER AGREEMENTS RELATED THERETO. THIS WAIVER OF THE RIGHT TO A JURY TRIAL DOES NOT APPLY TO ANY CLAIMS MADE UNDER THE FEDERAL SECURITIES LAWS.

### Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, members, managers, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Content you post or share on or through the Site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms of Use or of any law or the rights of any third party. The previous sentence shall not apply to any extent to Users while acting as an investor or while registering as an investor in connection with their (i) posting of User Content or (ii) use of the Site or Service.

#### Miscellaneous

The failure of PlayEstates to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

# Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

### **Contact Us**

If you have any questions about these Terms of Use, please feel free to contact us at:

Twitter, Discord Telegram or info@playestates.com