

Terms of Use of Longwood Products

PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS**”) CAREFULLY AS THEY ARE LEGALLY BINDING.

THESE TERMS GOVERN YOUR USE OF ANY LONGWOOD MEDIA (AS DEFINED BELOW). BY PURCHASING, TRADING, OR OTHERWISE USING OR INTERACTING WITH ANY LONGWOOD PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS.

1. Definitions

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with Longwood Labs Ltd, now or at any time in the future.

Longwood Game: any game developed by Longwood, including The Heist and DeFi Dungeons.

Longwood: Longwood Labs Ltd, its group of companies and Affiliates.

Longwood Products: any or all of the following: Longwood NFTs, Longwood Tokens, Longwood Websites, Longwood Games, and any other products or services associated with Longwood.

Longwood NFT: a unique digital asset issued by Longwood on a blockchain, linked to digital artwork or other media.

Longwood Token: any fungible digital token issued by Longwood for use within a Game ecosystem, without conferring any ownership or governance rights.

Longwood Website: any official online platform operated by Longwood relating to Longwood NFTs, Longwood Tokens, Longwood Games, or other products or services associated with Longwood.

User: any individual or entity interacting with Longwood Products.

Wallet: an on-chain cryptocurrency wallet which connects to, interacts with or holds any Longwood Products.

2. Terms of service

2.1. Conditions of use of Longwood Products

As a condition of your use of any Longwood Products, you represent, warrant, covenant and agree that:

User eligibility

- 2.1.1. You are the older of (i) 18 years of age and (ii) the legal age determined by any laws applicable to you regarding your use of the relevant Longwood Products.
- 2.1.2. You have full capacity to enter into a legally binding agreement with Longwood and are not restricted by any form of limited legal capacity.
- 2.1.3. Your access to and use of Longwood Products complies with all laws and regulations that are applicable to you, including but not limited to tax, securities, and anti-money laundering regulations.
- 2.1.4. You are not a resident of the United States, the United Kingdom or any territory in which your use of or access to the relevant Longwood Products is prohibited, and will cease to use or access Longwood Products as soon as you become resident in any such territory.
- 2.1.5. Your purchase, trading, or other use of Longwood NFTs or Longwood Tokens does not contravene international trade sanctions laws. You may not own or control Longwood NFTs or Longwood Tokens if (i) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk People's Republic, or and Luhansk People's Republic regions of Ukraine, or any other country or region subject to a United States embargo; or (ii) you are listed on any sanctions asset blocking list or export denial list maintained by the U.S., E.U., Canada, or U.N., such as the Specially Designated Nationals and Blocked Persons ("**SDN**") List administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**") or the Entity List administered by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"). You may not transfer a Longwood NFT or Longwood Token to a transferee in category (i) or (ii) above.

User behaviour

- 2.1.6. You do not intend to, and will not, use or access Longwood Products for any purpose that is (i) illegal under any law applicable to you or (ii) prohibited by or in breach of these Terms.
- 2.1.7. You participate in Longwood Games strictly in your personal and non-professional capacity and for recreational and entertainment purposes only.
- 2.1.8. You participate in Longwood Games on your own behalf and not on behalf of any other person.
- 2.1.9. You will not collude with or assist, or attempt to collude with or assist, any third parties, or use any device, robot, spider, algorithm, software, routine or other method (or anything in the nature of the foregoing), in

order to defraud Longwood or any third party or interfere with the functioning or operational performance of any Longwood Products.

- 2.1.10. You will not use Longwood Products in any way which interferes or may interfere with other Users, or make any attempt to gain an unfair advantage over other Users, whether specifically prohibited by the applicable rules or not.
- 2.1.11. You will not disseminate any information which is unlawful, harassing, abusive, threatening, libellous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane, or any material that could constitute or encourage conduct that would be considered a criminal offence or could give rise to civil liability, and you will not use any Longwood Products in any way which constitutes or promotes any unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene activity.
- 2.1.12. Any purchases you make in relation to Longwood Products (including cryptocurrencies and any other currencies that may be used from time to time) will only use funds which have been legally obtained and which belong to you. You will not use funds which originate from criminal or other illegal or unauthorised activities.
- 2.1.13. You will maintain the security and confidentiality of your Wallet and private keys and will take appropriate steps to prevent unauthorised access or use.

2.2. Longwood NFTs and Longwood Tokens

Nature of Longwood NFTs

- 2.2.1. Each Longwood NFT represents a unique in-Game character or collectible.
- 2.2.2. Longwood NFTs are strictly intended for use as utilities in Longwood Games and have no financial or speculative value.
- 2.2.3. Longwood makes no guarantees or promises regarding the current or future functionality or value of Longwood NFTs.
- 2.2.4. Longwood may cease to support the use of any Longwood NFT character in any Longwood Games at any time and for any or no reason, with or without notice to you.
- 2.2.5. Longwood NFTs purchased directly from Longwood are sold by Longwood on an “as-is” basis and are non-refundable.

- 2.2.6. Longwood NFTs may be tradeable on third party marketplaces. Longwood bears no responsibility for any trading of Longwood NFTs.
- 2.2.7. Longwood does not guarantee that there is or will be any available marketplace where Longwood NFTs are tradeable.
- 2.2.8. Longwood may remove Longwood NFTs from its supported on-chain collections at any time.
- 2.2.9. Longwood is not liable for any mistakes made during Longwood NFT transfers.

Ownership and licence of Longwood NFTs

- 2.2.10. Purchasing a Longwood NFT grants ownership of the digital asset but not the intellectual property rights of the underlying artwork or designs.
- 2.2.11. Longwood retains the right to use Longwood NFT designs for promotional or developmental purposes.
- 2.2.12. Resale of Longwood NFTs must comply with marketplace and legal regulations.
- 2.2.13. Users are prohibited from commercialising Longwood NFT content outside permitted uses.

Nature of Longwood Tokens

- 2.2.14. Longwood Tokens are strictly intended for use as utilities in Longwood Games and have no financial or speculative value.
- 2.2.15. The utility functions of Longwood Tokens are subject to future modifications for gameplay balance. Longwood makes no guarantees concerning the current or future utility functions of Longwood Tokens.
- 2.2.16. Longwood Token transactions are irreversible.
- 2.2.17. Longwood may cease to support the use of any Longwood Token in any Longwood Games at any time, with or without notice to you.

Distribution of Longwood Tokens

- 2.2.18. Longwood Tokens may be distributed for gameplay rewards, community incentives, and developer allocations.
- 2.2.19. Longwood Tokens may be made available for withdrawal from Games to your Wallet.

- 2.2.20. Longwood does not guarantee there will be any available market (such as DEXs or LPs) where Longwood Tokens are tradeable.

No investment or guarantee of value

- 2.2.21. All Longwood NFTs and Longwood Tokens are made available solely for entertainment purposes, and do not represent an investment opportunity or financial instrument. User interactions with Longwood NFTs and Longwood Tokens should not be considered as investment activities.
- 2.2.22. Longwood provides no guarantee regarding the value, performance or appreciation of Longwood NFTs or Longwood Tokens. In particular, Longwood does not guarantee that there is or will be any price or market for Longwood NFTs or Longwood Tokens, or that they will have or retain any value. To the extent that Longwood NFTs or Longwood Tokens have a market value, such value may materially decrease for a variety of reasons.

2.3. Longwood Games and Longwood Websites

- 2.3.1. Longwood does not guarantee continued or uninterrupted access to or availability of Longwood Games or Longwood Websites. Longwood Games and Longwood Websites may be interrupted or may cease to be supported at any time for a variety of reasons, which Longwood is under no obligation to explain to you.
- 2.3.2. Information made available via, contained on or used by Longwood Games or Longwood Websites may be inaccurate or incomplete or otherwise unreliable for a variety of reasons, for example as a result of software bugs, data feed interruptions, platform or server downtime, or other issues, and this may cause losses to you.
- 2.3.3. Any in-Game assets are made available strictly for entertainment purposes. Longwood assigns no value to these assets.
- 2.3.4. Longwood reserves the right to remove any trading capacity in Games for Longwood NFTs, Longwood Tokens or any other in-Game assets at any time.

2.4. Data collection

- 2.4.1. Longwood may collect cryptocurrency wallet addresses, information on in-Game activities, and non-personally identifiable analytics.
- 2.4.2. We may retain copies of any communications with you regarding use of Longwood Products.

- 2.4.3. In order to detect and prevent unauthorised or illegal activity, Longwood may collect certain information relating to your use of Longwood Products, including information relating to your device properties, geolocation and blockchain transaction analysis.

2.5. Communications not financial or investment advice

- 2.5.1. Any information provided by or on behalf of Longwood in connection with Longwood NFTs and Longwood Tokens is for general informational purposes only and does not constitute financial or investment advice, nor does it represent a guarantee of the accuracy or completeness of the information provided.
- 2.5.2. For the purpose of communicating future plans regarding the development of Longwood Games or the support of Longwood NFTs or Longwood Tokens, Longwood may share roadmaps or details of expected upcoming features or plans via various media, including but not limited to pitch decks, images, and communications on multiple social channels (such as Discord and X.com). Such communications may be cancelled or recalled at any time and do not constitute a promise or financial advice.
- 2.5.3. Longwood, its consultants, employees, and contractors shall not be liable for any inaccuracies, errors or omissions in any information provided through any medium. Users are solely responsible for independently verifying the accuracy of any information provided and should not rely exclusively on such information for any decision-making purposes.

2.6. Intellectual property

Licence

- 2.6.1. For as long as you lawfully own a Longwood NFT, and comply subject to your compliance with these Terms, Longwood hereby grants you the following rights:
- 2.6.1.1. a non-exclusive, worldwide, royalty-free licence to use, reproduce, display, modify, and create derivative works of any artwork, image or works of authorship associated with the Longwood NFT ("**Longwood NFT Art**") for personal, non-commercial use; and
- 2.6.1.2. a non-exclusive, worldwide, royalty-free licence to use, copy, reproduce and display the Longwood NFT Art for your Longwood NFT for any activity performed with the intent to generate revenue ("**Commercial Use**"). This licence allows you to mint and create new NFTs and NFT projects based on

your Longwood NFT Art for Longwood NFTs that you own, as long as you do not use the Longwood Trademarks (as defined below) on, or to promote, such new NFTs. From time to time, Longwood may collaborate with third parties to create Longwood NFTs which include artwork, images, works of authorship, logos, trademarks, service marks, or trade dress owned by a third party ("**Third Party Content**"); the licence in this paragraph does not extend to any Longwood NFT or Longwood NFT Art which contains Third Party Content, and you may not use, copy, reproduce, display, create derivative works of, or create new NFTs based on such Third Party Content, or any portion thereof, for any Commercial Use, unless Longwood or the applicable third parties expressly provide their consent in writing.

- 2.6.2. The above licences concerning Longwood NFT Art are non-transferable except in the case of a valid sale or transfer of a Longwood NFT, in which case they will be transferred to the new owner of the Longwood NFT associated with such Longwood NFT Art. In connection with any sales or transfer of Longwood NFTs, the transferee agrees that by purchasing, accepting, or otherwise acquiring a Longwood NFT, they shall be deemed to accept these Terms.
- 2.6.3. All rights in and to the Longwood NFT Art and any other intellectual property of Longwood not expressly licensed herein are hereby reserved by Longwood.

Derivative works

- 2.6.4. You acknowledge and agree that Longwood may modify, create derivative works of, and update any Longwood NFT Art and may create works similar or identical to your own adaptations, derivative works, and modifications of any Longwood NFT Art. You agree not to assert or bring any suit, claim, demand or challenge against Longwood in connection with its use of any Longwood NFT Art or any adaptations, derivative works, and modifications thereto, even if such artwork or content is similar to or the same as any adaptations or modifications to, or derivative works of, any Longwood NFT Art that have been created by you.

No rights to trademarks

- 2.6.5. Nothing in these Terms shall be interpreted to grant you any rights to any logos, trademarks, service marks, or trade dress associated with Longwood or any Longwood Products ("**Longwood Trademarks**"). You may not use any Longwood Trademarks for any Commercial Use without Longwood's written permission. You may not remove, delete

or obscure any trademark notice, copyright notice or other intellectual property notice in any Longwood NFT or Longwood NFT Art.

2.7. Assumption of risk

- 2.7.1. Your use of Longwood Products is at your sole option, discretion and risk.
- 2.7.2. You acknowledge and accept that there are risks associated with Longwood NFTs and Longwood Tokens, including, but not limited to, the risk of failure of hardware, software and network connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorised access to information stored in your digital wallet or elsewhere; the risk that a blockchain fork, hack, attack, failure or cessation may have adverse effects on Longwood NFTs and Longwood Tokens or your ability to access them; the risk that third party platforms such as NFT auction or hosting websites may cease to be available or may fail to protect or store any data you may provide to them; the risk of losing access to Longwood NFTs or Longwood Tokens due to loss of private keys, custodial error or purchaser error; the risk of hacking, security weaknesses, fraud, counterfeiting, cyber attacks and other technological difficulties; the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens which may materially adversely affect the use and value of Longwood NFTs and Longwood Tokens; and risks related to taxation.
- 2.7.3. You are fully aware that there is a risk of losing funds when using Longwood Products and you agree that Longwood bears no responsibility to you for any such loss.
- 2.7.4. Longwood is not responsible for losses due to smart contract errors, wallet compromises, or external exploits.
- 2.7.5. You further acknowledge that to the extent that Longwood NFTs or Longwood Tokens have any market value, such value is inherently volatile and subject to market fluctuations. Longwood shall not be liable for any decrease in the value of Longwood NFTs or Tokens, whether arising from market dynamics, liquidity issues or any other factors.

2.8. Disclaimers

- 2.8.1. Your access to and use of Longwood Products is entirely at your own risk.

- 2.8.2. You understand and agree that all Longwood Products are provided on an “as is” and “as available” basis, without warranties of any kind.
- 2.8.3. To the fullest extent permissible under applicable law, Longwood disclaims all warranties, express or implied, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose. Longwood makes no warranty or representation, and disclaims all responsibility and liability, for (i) the completeness, accuracy, availability, timeliness, originality, quality, security and reliability of Longwood Products; (ii) the operation and compatibility with any other application or any particular system, device, blockchain, digital wallet, hardware or marketplace; (iii) whether Longwood Products will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (iv) the deletion of, or the failure to store or transmit Longwood NFTs or Longwood Tokens. In particular, Longwood does not represent or warrant that any Longwood Products are or will be free from errors, bugs and other defects in its functioning, that access to them is or will be continuous, uninterrupted, timely, or secure, that the information made available via, contained on or used by any Longwood Websites or Longwood Games is or will be accurate, reliable, complete, or current, that any Longwood Websites or Longwood Games will be free from viruses or other harmful material. Information made available via, contained on or used by any Longwood Websites or Longwood Games may be inaccurate or incomplete or otherwise unreliable for a variety of reasons, for example as a result of software bugs, data feed interruptions, platform or server downtime, or other issues, and this may cause losses to you. Links and frames connecting Longwood Games or Longwood Websites with other games or websites are for convenience only and do not mean that we endorse or approve those other games or websites, their content or the people who run them.
- 2.8.4. Longwood may modify or withdraw any Longwood Products at any time without prior notice to you.
- 2.8.5. Longwood may suspend your use of or access to any Longwood Products if it deems it necessary to assist in the prevention of money laundering or other illegal activity.
- 2.8.6. Longwood is not responsible for maintaining the security and confidentiality of your Wallet or private keys. It is your responsibility to take appropriate steps to prevent unauthorised access to or use of your Wallet.
- 2.8.7. Longwood is not liable for any outages, slowness, capacity constraints or other deficiencies affecting the telecommunications networks or internet services required for you to access and use any Longwood

Products.

2.9. Limitation of liability

2.9.1. To the fullest extent permissible under applicable law, in no event shall Longwood be liable to you for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, device or technology failure or malfunction, or for any form of direct or indirect damages, or any special, incidental, consequential, exemplary or punitive damages based on any causes of action whatsoever related to your purchase, trading or other use of Longwood NFTs, Longwood Tokens or any other Longwood Products. You agree that this limitation of liability applies whether such allegations are for breach of contract, tortious behaviour, negligence, or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if Longwood has been advised of the possibility of such loss or damage, and in any event, to the maximum extent permitted by applicable law, Longwood's total aggregate liability shall not exceed the greater of (i) US\$1,000 or (ii) the amount you paid Longwood for the relevant Longwood NFT or Longwood Token. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

2.9.2. These Terms are entered into on a commercial basis. In those jurisdictions where mandatory consumer protection laws apply, nothing in these Terms shall exclude or restrict any rights that cannot be lawfully excluded or restricted. In such cases, the parties agree that the provisions of these Terms shall apply to the fullest extent permitted under the applicable law.

2.10. Indemnity

You indemnify and hold harmless Longwood and its officers, directors, employees, agents, consultants, shareholders, successors and assigns from and against any claims, disputes, demands, liabilities, damage, losses, and costs and expenses, including without limitation reasonable legal and accounting fees, arising out of or in connection with (i) your violation or breach of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of any Longwood NFTs, Longwood Tokens or Longwood NFT Art; (iv) any modifications to or derivative works of a Longwood NFT Art you create; or (v) any fraud, negligence or wilful misconduct committed by you. This indemnity shall apply without regard to the negligence of any party, including any indemnified person.

2.11. Amendments

Longwood reserves the right to modify, amend, or supplement these Terms at any time; however, in the event of any material change, Longwood will endeavour to provide notice to users via an appropriate medium, for example by publishing a notice on Longwood Websites. If you do not agree with the amended Terms, you may terminate your use of LL Products. By continuing to purchase, trade or otherwise use Longwood NFTs or Longwood Tokens, you accept any such modifications, amendments, and supplements.

2.12. Termination

If you breach these Terms, all licences granted by Longwood will terminate automatically. Upon the termination of your licences, you shall cease all marketing, distribution, or sale of goods, services and media that feature any Longwood NFT Art and shall cease all further use of Longwood NFT Art. Termination will not limit any of Longwood's other rights or remedies at law or in equity.

2.13. Severability

Each of the provisions of these Terms is to be deemed severable in whole or in part, and if any provision is held by an arbitrator or a court of competent jurisdiction to be invalid, illegal, unenforceable or in conflict with any law governing these Terms, the remaining provisions shall not be affected and shall remain in full force and effect.

2.14. Governing law & dispute resolution

- 2.14.1. These Terms, and any disputes or claims arising out of or in connection with them, shall be governed by and construed in accordance with the laws of the British Virgin Islands, without regard to conflict of law principles.
- 2.14.2. Any disputes, controversies, or claims arising out of or relating to these Terms, any Longwood NFT, or any associated transaction, including their interpretation, validity, breach, or termination, shall be finally resolved through binding arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"), which are incorporated by reference into this clause:
 - (a) The arbitration shall be conducted by a single arbitrator, unless the amount in dispute exceeds \$500,000 (USD), in which case three arbitrators shall be appointed in accordance with the ICC Rules.
 - (b) The seat and venue of the arbitration shall be Tortola, British Virgin Islands, or such other venue as may be agreed by the parties. The language of the arbitration shall be English.
 - (c) Arbitration proceedings shall be conducted on an individual basis only, and the parties expressly waive any right to consolidate claims or participate in class, representative, or collective actions.
 - (d) Notwithstanding the physical seat and venue stated above, the

arbitrator(s) may, upon agreement by the parties or where necessary due to circumstances beyond the control of the parties, conduct hearings via video conferencing or other remote communication methods.

- 2.14.3. In the event that arbitration cannot be compelled or proceed under clause 2.14.2 for any reason, or if the arbitration agreement is deemed unenforceable against a party, such disputes, controversies, or claims shall instead be resolved exclusively by the courts of the British Virgin Islands, which shall have exclusive jurisdiction over such matters. This clause does not affect the enforceability of clause 2.14.2 or the ability of the parties to enforce arbitral awards in any court of competent jurisdiction.
- 2.14.4. You agree that all claims and disputes arising under or related to these Terms must be pursued on an individual basis only and not as part of any class, representative, or collective action, whether in arbitration or court proceedings (the “**Class Action Waiver**”). Regardless of anything in these Terms to the contrary, the validity and enforceability of this Class Action Waiver shall be determined only by a court of competent jurisdiction and not by an arbitrator. This Class Action Waiver is material and essential to the dispute resolution process set forth in these Terms and is non-severable. If the waiver is found unenforceable, the entirety of clause 2.14.2 shall be null and void.
- 2.14.5. To the extent permitted by applicable law, you expressly waive any right to a trial by jury in any legal proceeding arising out of or related to these Terms, any Longwood NFT, or any associated transaction.
- 2.14.6. Notwithstanding the foregoing, Longwood retains the right to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or restrain infringement of its intellectual property rights or unauthorised use of Longwood Products.
- 2.14.7. All arbitration proceedings, including but not limited to any hearings, submissions, evidence, and awards, shall remain strictly confidential, except as necessary to enforce or challenge the arbitration award or as required by law.

2.15. **Miscellaneous**

- 2.15.1. No waiver by Longwood of any breach of any provision of these Terms shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of these Terms.
- 2.15.2. Nothing in these Terms shall create or confer any rights or other benefits in favour of any third parties.

- 2.15.3. Nothing in these Terms shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and Longwood.
- 2.15.4. These Terms constitute the entire understanding and agreement between you and Longwood regarding Longwood Products, and supersede any prior agreement, understanding, or arrangement between you and Longwood.