



## Portal Terms of Service

**Last Updated:** September 3, 2024

These Terms of Service (the “**Terms**”) are a legal agreement between you and Yuga Labs, Inc., a Delaware corporation (“**Yuga Labs**”) regarding your use of the “Portal” app, including any successor or replacement software, whether embedded within a Yuga website or service or within a third party website or service, and the links, content, and functionalities accessible therein (collectively, the “**App**”), including your purchase of any items that are available for sale through the App. To make these Terms easier to read, any services provided through the App, including such purchases, are collectively called the “**Services**.”

**NOTICE ON PROHIBITED USE – RESTRICTED PERSONS: THE SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY PERSONS OR ENTITIES WHO: (A) RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW; OR (B) LISTED ON THE OFAC SPECIALLY DESIGNATED NATIONALS, BLOCKED PERSONS LIST, OR ANY OTHER CONSOLIDATED PROHIBITED PERSONS LIST AS DETERMINED BY ANY APPLICABLE GOVERNMENTAL AUTHORITY (EACH SUCH PERSON OR ENTITY, A “RESTRICTED PERSON”).**

**WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, YOU ARE NOT PERMITTED TO, AND DO NOT ATTEMPT TO, USE THE INTERFACE OR ANY RELATED SERVICES. USE OF A SCHEME OR MEAN (E.G., A VIRTUAL PRIVATE NETWORK), WHETHER DIRECT OR INDIRECT, THAT IS INTENDED OR REASONABLY LIKELY TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.**

**IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 14 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN 15 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 13 (GOVERNING LAW AND FORUM CHOICE) OR RELEVANT PROVISIONS OF APPLICABLE LAW WILL STILL APPLY.**

- 1. Agreement to Terms.** By accessing the App and/or using the Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you may not access the App or use the Services. Except as otherwise set forth herein, anything you purchase through the App is non-refundable.
- 2. Privacy Policy.** Your use of the Site and is incorporated by reference herein, for information on how we (or our third party representatives, service providers, or affiliates) collect, use, and share your information.
- 3. Changes to these Terms or the App.** We may update the Terms from time to time in our sole and absolute discretion. If we do, we’ll let you know by posting the updated Terms on the App. It’s important that you review the Terms whenever we update them or you use the App. If you continue to use the App after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the App anymore. We may

change or discontinue all or any part of the App, at any time and without notice, at our sole discretion.

#### 4. Who May Use the App?

- a. You may use or access the App only if you are 18 years or older and capable of forming a binding contract with Yuga Labs, and not otherwise barred from using the App under applicable law. Provided that you meet all of the Terms and subject to the license below and applicable law, you may access the App and include it in your own website or service.
- b. So long as you comply with these Terms, we grant you a revocable, non-exclusive, non-transferable, non-sublicensable limited right and license to access and use the App and the Services, for both personal and commercial use..
- c. This license includes allowing you to embed the App in your own website, service, or product. If you do so, you agree to indemnify Yuga and its officers, directors, employees and agents in accordance with Section 11 from and against any use of the App via your website, service, or product.
- d. As between you and Yuga, you are solely responsible for your own taxes related to usage or access of the App.

5. **Feedback.** We value your feedback on the App, but please don't send us suggestions for improvements, creative ideas, designs, pitch portfolios or other materials (collectively "**Unsolicited Ideas**"). This policy is aimed at avoiding potential disputes or misunderstandings when the App might seem similar to Unsolicited Ideas that people submit. We may currently be developing, have developed or in the future will develop ideas or materials internally or receive ideas or materials from other parties that may be similar to Unsolicited Ideas. If you ignore this policy and send us your Unsolicited Ideas anyway, you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property or other rights that you own or control to use, copy, modify, create derivative works based upon, make, have made, sell, offer for sale, import and otherwise exploit in any manner or medium whatsoever known now or in the future your Unsolicited Ideas for any purpose, without compensation to you.

6. **Yuga Labs' Intellectual Property.** We may make available through the App content that is subject to intellectual property rights. We or our licensors, or the third parties who otherwise own the intellectual property rights, retain all rights to that content.

7. **General Prohibitions and Yuga Labs' Enforcement Rights.** You agree not to do any of the following:

- a. Use, display, mirror or frame any individual element within the App, App's name, any Yuga Labs trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Yuga Labs' express written consent;

- b. Access, tamper with, or use non-public areas of the App, Yuga Labs' computer systems, or the technical delivery systems of Yuga Labs' providers;
- c. Use, or provide ancillary offerings to anyone, that are not offered within the Services by us, such as emulation, communication redirects, mods, hacks, cheats, bots (or any other automated control), trainers and automation programs that interact with the Services in any way, tunneling, third party program add-ons, and any interference with online or any other action, whether direct or indirect, whether carried out automatically or manually, that is substantially similar to the intent, effect, or purpose of any of the foregoing;
- d. Access or use them on more than one device simultaneously in violation of these Terms;
- e. Attempt to probe, scan or test the vulnerability of any Yuga Labs' system or network or breach any security or authentication measures;
- f. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Yuga Labs or any of Yuga Labs' providers or any other third party (including another user) to protect the App;
- g. Attempt to access or search the App or download content from the App using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Yuga Labs or other generally available third-party web browsers;
- h. Use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on the Services or for any other purpose
- i. Use the App, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- j. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App;
- k. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the App;
- l. Impersonate or misrepresent your affiliation with any person or entity;
- m. Violate any applicable law or regulation; or
- n. Encourage or enable any other individual to do any of the foregoing.

Subject to applicable privacy laws, Yuga Labs is not obligated to monitor access to or use of the App or to review or edit any content. However, we have the right to do so for the purpose of operating the App, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We

reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the App. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**8. Links to Third Party Websites or Resources.** The App may be embedded within or otherwise allow you to access third-party websites or other resources. We are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.

**9. Termination.** We may suspend or terminate your access to and use of the App, at our sole discretion, at any time and without liability or notice to you. Upon any termination, discontinuation or cancellation of these Terms or the App, the following Sections will survive: **5, 6, 9, 10, 11, 12, 13, 13, and 14.**

#### **10. Warranty Disclaimers.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APP AND SERVICES ARE PROVIDED “AS IS,” ANY REPRESENTATION, CERTIFICATION, GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, YUGA LABS, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS (THE “**YUGA LABS PARTIES**”) EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE YUGA LABS PARTIES, INDIVIDUALLY AND COLLECTIVELY, MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE YUGA LABS PARTIES MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF THE SERVICES. We make no warranty that the App will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the App. Any reliance you place on such information or content is strictly at your own risk.

YUGA LABS PARTIES CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR VULNERABILITIES (COLLECTIVELY, THE “**MALICIOUS CODE**”). THERE ARE RISKS ASSOCIATED WITH PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET (INCLUDING THE RISK OF MALICIOUS SOFTWARE INTRODUCTION AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO INFORMATION STORED WITHIN YOUR WALLET), AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACCEPT AND ACKNOWLEDGE THAT THE YUGA LABS PARTIES WILL NOT BE RESPONSIBLE FOR ANY BREACH OF SECURITY OR THE RESULT OF YOUR INTERACTION WITH ANY MALICIOUS CODE AS A RESULT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SERVICES.

WITHOUT LIMITING THE FOREGOING, THE YUGA LABS PARTIES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) BLOCKCHAIN NETWORKS, DIGITAL ASSETS WALLETS, OR CORRUPT FILES; OR (II) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

**11. Indemnity.** You will indemnify and hold Yuga Labs and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the App, or (b) your violation of these Terms.

**12. Limitation of Liability.**

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER YUGA LABS NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APP WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT YUGA LABS OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL YUGA LABS' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP EXCEED ONE HUNDRED U.S. DOLLARS (\$100).
- c. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YUGA LABS AND YOU.

**13. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 (Dispute Resolution), the exclusive jurisdiction for all Disputes (defined below) that you and Yuga Labs are not required to arbitrate will be the state and federal courts located in the State of Delaware, and you and Yuga Labs each waive any objection to jurisdiction and venue in such courts.

**14. Dispute Resolution.**

**PLEASE READ THIS SECTION 14 CAREFULLY BECAUSE IT MAY REQUIRE YOU AND YUGA LABS TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND WE CAN SEEK RELIEF FROM EACH OTHER.** This Section 14 (Dispute Resolution and Agreement to Arbitrate on an Individual Basis) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.

By agreeing to these Terms, and to the extent permitted by applicable law, you and Yuga Labs agree that any and all past, present and future disputes, claims or causes of action between you and Yuga Labs arising out of or relating to these Terms or the Services, the formation of these Terms or any other dispute between you and Yuga Labs or any of Yuga Labs' licensors, distributors, suppliers or agents, and whether arising prior to or after your agreement to this Section 14 (collectively, "**Dispute(s)**"), will be governed by the procedure outlined below. You and Yuga Labs further agree that any arbitration pursuant to this Section 14 shall not proceed as a class, group or representative action.

(a) We Both Agree To Arbitrate. By agreeing to these Terms, and to the extent permitted by applicable law, you and Yuga Labs each and both agree to resolve any Disputes – including any Dispute concerning the enforceability, validity, scope or severability of this agreement to arbitrate – through final and binding arbitration as discussed herein.

(b) Exceptions. As limited exceptions to Section 14(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; (ii) we each retain the right to seek injunctive or other equitable relief from a court as authorized in Section 13 solely to prevent (or to enjoin) the infringement or misappropriation of our intellectual property rights; (iii) we each may bring an action in a court as authorized in Section 13 for temporary injunctive relief until an arbitrator has been empaneled and can determine whether to continue, terminate or modify such relief; and (iv) either party may move to compel arbitration pursuant to this Section 14 or to enforce an arbitral award issued hereunder, in a court as authorized in Section 13 or in any other court of competent jurisdiction.

(c) Conducting Arbitration and Arbitration Rules. You and Yuga Labs agree that JAMS ("**JAMS**") will administer the arbitration under its Streamlined Rules in effect at the time arbitration is sought ("**JAMS Rules**"). Those rules are available at [www.jamsadr.com](http://www.jamsadr.com). Arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with those rules. You and Yuga Labs further agree that, unless and only to the extent prohibited under JAMS Rules, the arbitration will be held in New York, New York, or, at your election, will be conducted telephonically or via other remote electronic means. The JAMS Rules will govern payment of all arbitration fees. The arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules (or JAMS Comprehensive Rules, as applicable per below), and we will not seek to recover the administration and arbitrator fees we are responsible for paying unless the arbitrator finds your Dispute is frivolous.

(d) Proceedings Requiring Three Arbitrators. Notwithstanding any language to the contrary in Section 14(c), if a party either seeks a monetary award in excess of One Million Dollars (\$1,000,000) or seeks an equitable form of relief that would significantly impact other Yuga Labs users, in each case as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators and take place pursuant to the JAMS Comprehensive Arbitration Rules and

Procedures (“**JAMS Comprehensive Rules**”). Each party shall select one neutral arbitrator, with the third neutral arbitrator selected in accordance with the JAMS Comprehensive Rules. That third arbitrator shall serve as chair of the arbitral panel and must be a retired judge with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section 14(d) shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or through the JAMS selection process – participate in the arbitral panel. You and Yuga Labs agree that any award issued by a three-arbitrator panel may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either party’s election.

(e) Batch Arbitration. To increase efficiency of resolution, in the event twenty-five (25) or more similar arbitration demands against Yuga Labs, presented by or with the assistance of the same law firm or organization, are submitted to JAMS in accordance with the rules described above within a thirty (30) day period, JAMS shall consolidate those arbitrations as contemplated in the JAMS Rules by (a) grouping the arbitration demands into batches of no more than twenty-five (25) demands per batch (plus, to the extent there are fewer than twenty-five (25) arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); and (b) providing for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. For avoidance of doubt, consolidation does not require that all arbitrations in a single batch be decided the same, nor does it impair your right to present any evidence or argument that you think particular to your case, so long as it is consistent with JAMS Rules. You agree to cooperate in good faith with Yuga Labs and JAMS to implement such a batch approach to resolution and fees.

(f) Class Action and Collective Arbitration Waiver. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR YUGA LABS SHALL BE ENTITLED: TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES; TO PARTICIPATE IN ANY GROUP, CLASS, COLLECTIVE OR MASS ARBITRATION OR LITIGATION; TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY; OR OTHERWISE TO SEEK TO RECOVER FOR LOSSES INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS, IN THE EVENT ALL OR ANY PORTION OF SECTIONS 14(D), (E) OR (F) OF THIS SECTION 14 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) ARE FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION 14 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY’S ELECTION.**

(g) Severability. With the exception of any of the provisions in Section 14(f) of these Terms (“**Class Action and Collective Arbitration Waiver**”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## 15. General Terms.

- a. Reservation of Rights. Yuga Labs and its licensors exclusively own all right, title and interest in and to the App, including all associated intellectual property rights. You acknowledge that the App is protected by copyright, trademark, and other laws of the United States and other jurisdictions. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site.
- b. Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Yuga Labs and you regarding the App, and these Terms supersede and replace all prior oral or written understandings or agreements between Yuga Labs and you regarding the App. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Yuga Labs' prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Yuga Labs may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns
- c. Notices. Any notices or other communications provided by Yuga Labs under these Terms will be given by posting to the App.
- d. Contact Information. If you have any questions about these Terms or the App, please contact Yuga Labs at [support@yugalabs.io](mailto:support@yugalabs.io).