

# PEARL DIVER GAME

## Terms & Conditions

Last update: 18<sup>th</sup> day of March, 2024

These Terms & Conditions outline the rules and regulations for the use by Pearl Diver Island (the “Game”) and its affiliates when you, a natural person, user of <https://pearldivergame.com> website (the “Website”).

By browsing, accessing or using the Website, you hereby agree with the present Terms and Conditions (the “Terms”). The Terms shall be a binding legal agreement between Pearl Diver Island (the “Company”) and you, a natural person, user of Website (the “User” or “You”), collectively referred to as the “Parties”.

Pearl Diver Game maintains the Website, among other things, as a portal for information, news and updates about the non-fungible tokens. For the avoidance of doubt, Pearl Diver Game does not control any blockchain protocol (the “Protocol”) on which the digital assets are tradable or useable and cannot control activity and data on the Protocol, the validation of transactions on the Protocol, or use of the Protocol.

The following terminology applies to these Terms, Privacy Policy and any or all Agreements: the "Client", "you" and "your" refers to you, the person accessing this website and accepting the Company's terms of service. The "Company", "ourselves", "we", "our" and "us", refers to our Company. The "Party", the "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in sole discretion, to make changes or modifications to these Terms from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. Accessing the Website and using the Services constitutes your acceptance of the Terms published on the Website at the moment of its accessing. It is your responsibility to periodically review these Terms to stay informed as each time you access the Services, you will be subject to, and will be deemed to have been made aware of and to have accepted, the then applicable Terms.

If you disagree with any amendment, you must immediately discontinue your access to the Website and stop use all the services offered by the Company. If you continue to use the website, the amended Terms shall have legal force for you and your actions shall constitute acceptance of the amended Terms.

We ask that you read the Terms which was last updated on the date set out below carefully as it contains important information. The Terms should be read alongside, and in addition to any separate product or service agreement entered into between us from time to time.

Please review our Privacy Policy, which also governs your use of the Website, for information on how we collect, use and share your information.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE CREATING YOUR ACCOUNT. IF YOU DO NOT AGREE WITH ALL OR ANY THESE TERMS, PLEASE LEAVE THE WEBSITE IMMEDIATELY

1. These Terms establish contractual relationship and set rights and obligations for the Company and the User.
2. Terms will not be held liable should the Website be unavailable for any amount of time.
3. You may use the Game and/or Website only if you are 18 years or older and capable of forming a binding contract with Pearl Diver Game, and not otherwise barred from using the Game and/or Website under applicable law. You must use our Game and/or Website for lawful purposes only. Your user interactions must not violate the laws and regulations applicable to You.
4. To access certain Game content that includes digital blockchain tokens named PEARL you must first create an account. This can be done by linking a cryptocurrency wallet, such as MetaMask, TrustWallet, Binance Web3 Wallet, Coinbase Wallet, or others available on the website. Your account is personal to you. Do not grant any third party access to your account. If a third party uses your account after gaining access to the login data because you have culpably not adequately secured them against unauthorized access, you must be treated as if you had acted.
5. You can obtain PEARL tokens by exchanging the appropriate amount of USDT on the ERC20 and BRC20 networks listed in the Tortuga Marketplace. The Tortuga Marketplace is a dedicated trading section of the Website. Additional tokens PEARL BLACK are available for some exchanges. Obtaining PEARL tokens exclusively from the Tortuga Marketplace qualifies you to partake in the daily allocation of PEARL tokens, distributed according to each player's existing market share of PEARL tokens. Upon obtaining PEARL tokens they are immediately committed and secured within the game's blockchain smart contract for a period of one year (i.e. staking period) followed by a linear monthly unlocking schedule of 5% (i.e. unlocking period). Once You has fully unlocked your PEARL tokens, you cease to be part of the daily allocation process.
6. Optionally, we may offer other additional content, which cannot be stored on a blockchain and may be transferable. These are non-transferable additional contents that you can use within Game but cannot transfer, sell, trade, or take similar actions. The exact terms of such additional content and its usability are derived from the service description of the respective additional content.
7. For content not stored on a blockchain, we grant you a personal, simple, non-exclusive, non-transferable, non-sublicensable, revocable right to use this content in connection with Game. The Game and/or Website and/or any portion of the Game and/or Website may not be reproduced, sold, resold, visited or otherwise exploited for any commercial purpose without written consent.
8. Your use and access of the Game and/or Website does not include any right of resale or commercial use of the Website; any collection and use of any product listings, descriptions, or prices; or any use of data mining, robots, or similar data gathering and extraction tools.
9. We attempt to ensure that information on the Website is complete, accurate and current. Despite Our efforts, the information on the Website may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currency of any information on the Website.

10. Through Your use of the Game and/or Website, You may be exposed to content that You may find offensive, objectionable, harmful, inaccurate or deceptive. By using Our Game and/or Website, You assume all associated risks.

11. We are not obligated to monitor access to or use of the Website or to review or edit any content. However, we have the right to do so for the purpose of operating the Website, 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 Website. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

12. Our Website may contain links to sites that We do not own, operate nor control. All such links are provided solely for Your convenience. If You use these links, You will leave the Website. We are responsible for any content, material or other information located on or accessible from any other site. We do not endorse, guarantee, or make any representations or warranties regarding any other site, or any content, materials or other information located or accessible from any other site, or the results that You may obtain from using any other site. If You decide to access any other site linked to or from this Website, You do so entirely at Your own risk. You agree to be aware when You leave the Website and to read the privacy statements of these sites. You will evaluate the security and trustworthiness of any site connected to or accessed through the Website before disclosing any personal information to them. We do not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from Your disclosure of personal information to those third-party sites.

13. The following actions are prohibited:

- Creating or using cheats, mods, or hacks, as well as using other software that deliberately alters the gaming experience without this being expressly provided by us;
- Modifying or changing Game, our Websites, or parts thereof;
- Deliberately exploiting bugs, exploits, other errors, security gaps, or weaknesses in the programming of Zeedz or our website;
- Using software that enables so-called "data mining" or otherwise intercepts, modifies, or collects information related to the game;
- Using or spreading software programs that take away parts of the Game tasks from players using automation functions. This includes macro, bot, script, and other software programs;
- Taking measures that can lead to excessive strain on the game servers and/or can significantly impair the gameplay for other users;
- Instigating or causing other people to violate the user rules or these Terms.

14. We claim copyright and all other intellectual property rights to all the material on the Website, including, but not limited to the words, information, graphics, designs, logos, trademarks, photographs, icons, drawings and text. Our intellectual property is protected under copyright, trademark and other intellectual property laws. As part of this agreement, You agree to not reproduce, distribute, sell, publish or broadcast any of the material found on this Website without Our prior written consent.

15. Feedback. We value your feedback on the Website, but please don't send us suggestions for improvements, creative ideas, designs, pitch portfolios or other materials (collectively the "Unsolicited Ideas"). This policy is aimed at avoiding potential disputes or misunderstandings

when our Website 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.

16. These Terms shall remain in full force and effect while you use Website and/or Game.

17. The Company reserves the right to modify the Terms at any time at the Company's sole discretion. They will notify you about amendments by automatic notification on the Website, but will not ask any actions to confirm that you agree. If you do not agree with the new amended version, then you must immediately discontinue your access to Website and stop use all the services. If you continue to use the services, the amended Terms have legal force for you and your actions will constitute acceptance of the amendments.

18. We may suspend or terminate your access to and use of the Game and/or Website, at our sole discretion, at any time and without notice to you.

19. You agree to defend, indemnify and hold Us harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (a) the use of the Website or the internet or Your placement or transmission of any message or information on this Website by You or Your authorized users; (b) Your violation of any term of this Agreement, including without limitation, Your breach of any of the Representations and Warranties above; (c) Your violation of any third party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) Your violation of any law, rule or regulation of Saint Vincent and the Grenadines or any other country; (e) any claim or damages that arise as a result of any User Content that You provide to Us; or (f) any other party's access and use of the Website with Your unique username, password or other appropriate security code.

20. Our Game and/or Website is not directed at children. Access to and use of Our Game and/or Website is only for those who has reached the age of majority or otherwise capable of entering into and performing legal agreements. If You are younger than this, You may not use Our Game and/or Website. Any person who provides their personal information to Our Website represents that they have reached the age of majority or otherwise capable of entering into and performing legal agreements. In agreeing with this Agreement, You represent and warrant that You have reached the age of majority or otherwise capable of entering into and performing legal agreements.

21. These Terms shall be governed by, construed and entered in accordance with the laws of the laws of the Saint Vincent and the Grenadines applicable to contracts deemed to be made within such state, without regard to choose of law or conflict of law provisions thereof. The exclusive jurisdiction for all disputes between You and the Company will be the state and federal courts located in the Saint Vincent and the Grenadines and You and the Company each waive any objection to jurisdiction and venue in such courts.

22. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

23. YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE INFORMATION (INCLUSIVE OF FORMS, DOCUMENTS, POLICIES AND AGREEMENTS) IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE WEBSITE. THE INFORMATION CONTENT, AND MATERIALS AVAILABLE ON THIS SITE ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. YOU ACKNOWLEDGE THAT WE ARE NOT LAWYERS OR ATTORNEYS AND THAT THE USE OF OUR WEBSITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.

THE INFORMATION PROVIDED ON THIS WEBSITE DOES NOT, AND IS NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE WEBSITE OR THROUGH OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE 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 SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US.

24. In order to resolve a complaint or if you have any queries, please contact us by clicking button "Support" at <https://pearldivergame.com> or by email at [support@pearldivergame.com](mailto:support@pearldivergame.com)